

COPY

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 445
15 STONE CASTLE ROAD
ROCK TAVERN, NY 12575

AND

FIRST STUDENT WALLKILL LOCATION
3082 ROUTE 208
WALLKILL, NY 12589

SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2022



First  **Student**

TEAMSTERS LOCAL 445
15 STONE CASTLE ROAD
ROCK TAVERN, NY 12575
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BARRY RUSSELL.....SECRETARY-TREASURER
DANIEL MALDONATO.....PRESIDENT
LORI POLESEL.....VICE-PRESIDENT
RAY STANSHIA.....RECORDING-SECRETARY
JACQUES PEAN.....TRUSTEE
LOU FULLER.....TRUSTEE
DOUGLAS BOWMAN.....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 \$0.50.

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

PAYMENT OF DUES IS THE MEMBER'S 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.

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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Article 2, Section 1, of the National Master Agreement, any lesser conditions contained in this supplement shall be superseded by the conditions contained in the National Master Agreement.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-11749. Specifically included in such unit are all full-time and part-time drivers, drive/clerical, monitors, aides, mechanics and maintenance staff employed at and out of the Employer's facility located at 3082 Route 208, Wallkill, New York, Company Facility Number 1318. Specifically excluded from the bargaining unit shall be all other employees, including full time office clerical employees, head dispatchers, head mechanics/technicians-in-charge, 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 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 month 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 sixteen (16) 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 month to the Local Union and each month 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, demand, 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 Union at the Teamsters office at 15 Stone Castle Road, Rock Tavern, N.Y. 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 and 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 by membership or non-membership in the Union. The Employer shall notify the Union of new employees within ten (10) days from date of hire.
- 2.10 D.R.I.V.E. Authorization and Deduction: The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

**National D.R.I.V.E.
P.O. Box 758637
Baltimore, MD 21275**

Send on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which are prohibited by applicable law.

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 that 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 invalid 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 the 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.
- 5.3 **Classifications "Qualifications"**: 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 improvement 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 bonafide 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 regulations at least five (5) work days prior to implementation.

Article 8: Access to Premises

Authorized agents of the Union shall have access to non-working areas of 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 seven (7) days of the Union's request and will provide a suitable, lockable bulletin board in a conspicuous place for posting of information and interest to the members of the Union.

Article 9: Credit Unions / 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 the 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 designation one (1) Chief Steward and several Shop Stewards and Alternates from the Employer's Union seniority list.
- 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 recognizes these limitations upon the authority of the 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 Chief Steward shall receive four (4) hours of pay per month for fulfilling the steward's duties. The Union agrees not to abuse this right.
- 10.5 No Shop Steward shall make any decision with the Employer that conflicts 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 employees 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.

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 investigate, 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 place 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 Contract Manager or his designee.
 - b. After the answer of the Contract Manager or his designee, the grievance shall be reduced to writing and signed by the aggrieved employee and a copy given to the Region Operations Manager or the Region Vice President and the Union Steward and Business Agent.
 - c. After the submission of the written grievance, the Region Operations 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.
- 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 ($\frac{1}{2}$) by the Employer and one-half ($\frac{1}{2}$) 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 way 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's 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. Grievants and Stewards shall be informed by their Local Union of the time and place of the hearing.
- b. Grievants 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.
- d. 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 hereto. 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 receipt of a verbal, and three (3) similar written warnings during a nine (9) month period. With such written warnings, the discipline imposed shall not exceed the following:

- a. 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-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. The Company and Union agree to adhere to the National Agreement Language. 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 as soon as possible. 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 Employer 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 after taken effect with the current date and the date it will take effect. Where the employee handbook conflicts with the contract, the contract shall rule.
- 14.8 Customer Removal: If the Employer is required to remove a driver and/or monitor from a route 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 driver, 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 driver 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 driver 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.

- 14.9 The Company will not use Zonar or any other electronic device as the sole basis of any discipline.

Article 15: Non-Discrimination Clause

- 15.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's 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 that 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.

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 term 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: Daily Maintenance of Bus

Drivers of buses shall be required to keep the interior of their assigned bus broom clean. The Employer will provide brooms, trash cans, trash bags, window cleaner and paper towels. All other maintenance to the bus will be the sole responsibility of the maintenance department including any bodily fluids cleanup.

Article 25: 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 26: 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, consisting of two union stewards, two employer representatives, and one neutral party mutually agreed upon. All accidents shall be reviewed by the accident review committee before any driver is terminated.

Article 27: Safety Violations

The Employer shall reimburse any driver for a citation issued to the driver due to the failure of the Employer to properly license, insure or maintain its vehicles in accordance with Federal and State regulations. The driver must properly report any underlying condition to the company prior to leaving the yard and be authorized or instructed by the Employer to operator the vehicle with such condition unabated or uncorrected. The driver shall be required to report only those conditions that would be detected during routine inspections.

Article 28: 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 member in the bargaining unit.

Article 29: Personal Identification

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

Article 30: Personnel Files

- 30.1 Upon reasonable request by an employee, authorization will be granted for the employee 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.
- 30.2 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.
- 30.3 The Employer will not release any information in an employee's personnel file to outside sources other than date of employment unless legally required to do so or if authorized in writing by the employee.

- 30.4 Employees will be provided with a copy of any letter regarding that employee that is to be placed in the employee's personnel file.

Article 31: Drug and Alcohol Policy

In acknowledgment 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 expressly made part of this Agreement.

Article 32: Union Notifications

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 33: Defective Equipment and Dangerous Conditions of Work

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 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 decision of the Contract Manager or designee in consultation with the on-duty technician (TIC, Class I or Class II) 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 company will make every effort to ensure that all radio equipment is functional.

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 34: Seniority

- 34.1 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.
- 34.2 All new employees shall be hired on a thirty (30) calendar days' trial basis with the employer and shall work 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 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 one to have an interview is highest on the list. In case of discipline within the trial day period, the Employer shall notify the Local Union in writing.

- 34.3 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.
- 34.4 Probationary employees shall be paid at the new hire rate of pay during the probationary period.
- 34.5 All new employees (probationary, casual, etc.) shall start and work only as directed by the Employer.
- 34.6 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.
- 34.7 All existing runs shall be maintained by the drivers and monitors presently assigned. In case of an opening, the employees shall bid by strict seniority. In case a run is eliminated, the affected employee shall have the right to bump the least senior person.
- 34.8 Categories of Drivers and Mechanics: Employees performing work for the Employer under this Agreement shall be classified as follows:
1. Regular school bus drivers and monitors are employees assigned to a regular school run or an employee who is assigned as a regular standby driver or monitor who must report to the terminal each day.
 2. Casual school bus driver is an employee assigned to a run on an intermittent basis and is not required to report to the terminal each day. The purpose of the definition of the casual school bus driver is for the administration of Union dues, initiation fees and seniority.
 3. Travel Driver
 4. Charter Driver
 5. Driver/trainer
 6. Technicians
 7. Maintenance attendants
 8. Monitors/Aides
 - a. Regular
 - b. Safety
 - c. Travel
- 34.9 All Employees Covered by this Agreement: It is the understanding by the parties that in the event an employee may want to exercise his or her seniority rights when an opening develops to a new classification, such as a move from mechanic to driver or same in reverse, driver to mechanic, it is also the understanding that the only movement that will be allowed is only by an opening in the classification. The Employer will allow such move on a one-time basis per year and only when there is such opening. There shall be one move per school year allowed. Company seniority will be applied in all classifications when

moves are made. There shall be a one-month trial period and then the person can go back to prior position. When an employee transfers from another location they will retain their company security in regards to pay but will go to the bottom of the bidding list.

34.10 Loss of Seniority: Seniority shall be broken only by:

1. Discharge;
2. Voluntary quit;
3. Failure to KNOWINGLY respond to a 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 for three (3) consecutive days when working and on a seniority list;
6. If an employee has not work for the Employer for six (6) consecutive months;
7. Any employee who is absent because of proven illness or injury or family death or illness shall maintain his/her seniority for one (1) year, as provided herein.
 8. Employee accepts employment at another company while on Leave of Absence.

Article 35: Layoff

The Employer will give all employees fourteen (14) 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 Employer, 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 Employer. Employees will be permitted to volunteer to be laid-off.

Article 36: Transfer Rights

36.1 The Union and the Employer agree that any time an employee covered by this Agreement is assigned for the Employer's convenience to a lower-paying classification; said employee shall continue to be compensated at employee's normal hourly rate. The Employer and Union further agree that when an employee covered by this Agreement successfully bids into a lower-paying job classification; employee shall be compensated at the regular hourly rate for that job classification. The Union and Employer agree that when an employee is assigned to a higher pay classification the employee will be paid at the higher rate.

36.1 A request to transfer to another First Student facility will be considered.

Article 37: Seniority List

Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees, arranged in 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

Any employee desiring a leave of absence from his/her employment shall secure written permissions from both the Local Union and Employer. The maximum leave of absence shall be for six (6) months. 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. After six (6) months, you lose your assigned run. If a person is out on leave but scheduled to come back on or before a run is assigned, that employee can bid on the run. The Company shall notify anyone out on leave when a bid is coming up.

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: Categories and Work Assignments

- 39.1 Home to School: Work shall consist of picking up student/client passengers at a prescribed location and delivering them to a school and/or returning them to the original location following the end of their school day. This is the essence of the Employer's business and its primary source of revenue. All other categories of work described in this Article are subordinate to home-to-school work. Home-to-school work shall be assigned first and foremost as provided herein. All employees that do AM runs are guaranteed two and a half (2 ½) hours and PM runs are also guaranteed two and a half (2 ½) hours. Employees' standard pay is not affected by student attendance.

Summer Home-to-School Runs:

- A. All summer routes on a volunteer basis are posted and bid by seniority with priority given to existing driver on that run during the school year.
 - B. Any employee has the right to keep their run that they had during the school year at the same hourly rate of pay.
 - C. If more employees are needed, then it goes to bid by seniority. Any remaining open bids shall be filled by reverse seniority.
 - D. A sub list shall be created for employees willing to sub on summer routes.
 - E. When there is a demand for additional employees and all lists are exhausted, the Company shall call in on a daily basis the least senior person on the main seniority list.
- 39.2 Extra work shall be defined as incidental work that generally becomes known by Management whenever possible and sometimes with little or no advance notice. Time permitting, extra work will be offered and assigned to the employee with the most seniority in accordance with the Extra Work sign list and rotating seniority. The Company reserves the right to assign extra work to employees immediately available to perform such work if the work requires immediate attention (e.g. a student that is left behind).
- 39.3 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.
- 39.4 Charter Work: Charter work is non-regularly occurring, revenue-producing driving work that is performed for a customer of the Employer and is commonly known as extra work. It will be given to the employees covered within the classification on a basis of a rotating system amongst the qualified employees as outlined in this Article. It is also agreed that there will be no deviations, favoritism or any other schemes to circumvent the intent between the parties. All trips are a minimum of one (1) hour pay.

Seasonal drivers shall be kept on a separate list and used as needed when the main list has been exhausted.

- A. There shall be five (5) separate charter lists:
 - 1. Weekday (Monday through Friday) "day" trips
 - 2. Night trips (including most sports)
 - 3. Weekend (Saturday or Sunday) trips
 - 4. New York City trips
 - 5. Shuttles (5 or more students) — School to school runs within the Wallkill School district only, all others go off the trip lists.

Any trips that are a drop off and pick-up in the same day the driver will get both; if on separate days; they are considered different trips with different drivers as long as it is operationally feasible.

If a person is scheduled to do a drop off and pick-up trip and an emergency occurs when they can't do the second portion of the trip, a driver is picked off the Extra Work list by who is next in order.

Employees shall be permitted to sign up of any or all of the separate rotating charter lists.

Trips shall be assigned two weeks in advance when known by management. Employees shall accept/decline a trip in writing within two (2) days of receiving a trip assignment.

- B. Summer Charter work shall be on a volunteer basis and a separate list for the summer time only. If any additional people are needed the least senior person on the main security list shall be called in.

39.5 At the beginning of each school year, drivers interested in being assigned charter or extra work by rotating list shall sign up on sheets to be kept in the dispatcher's office. Charters and extra work shall be assigned to employees in accordance with their placement on the rotating rosters. If the Charter is fewer hours than the driver's normal route, the driver can refuse the charter assignment without penalty. Drivers that have a scheduled trip can trade with another driver that is also scheduled for a same trip example night, day or weekend trip as long as management is notified and approves. Such approval will not be unreasonably withheld.

39.6 Additionally, the extra work or charter assignment shall not be offered to an employee if the assignment would result in the payment of more than forty (40) hours in the work week, unless the Company has exhausted the rotating seniority rosters and the only available qualified employee would exceed the forty (40) hours in the work week. An employee offered an Extra Work Assignment may accept or decline the offer provided, however, that he/she shall be charged with a turn in rotation even if the employee declines the offer for extra work opportunity. In the event there are no takers for the extra work opportunity, the work will be assigned by Management in the reverse order of rotation by forcing the most junior qualified employee who is on the extra work roster.

- 39.7 Charter Work Records: At the end of each week the Employer shall post the list of charters assigned and the names of the drivers to whom the charters were assigned in a conspicuous place for the previous week for the whole rotating list, including refusals. A trip board will be a bottom of stairs that will show who has done trips recently and who is scheduled to do any.
- 39.8 Missed Opportunity for Work: If a driver is bypassed in the assignment of a Charter (not including emergency and extra work), he shall be paid at the appropriate rate of pay for the work opportunity lost; the time will be determined by the trip ticket of the driver who performed the missed work opportunity, provided the driver is qualified to perform the work assignment entailed.
- 39.9 Work Qualifications: In order to qualify for a category of work under this Agreement, an employee must possess all required current licenses and certificates.
- 39.10 Employees of location 1318 shall only be required to work at said locations. Work performed at any other location will be voluntary and by seniority.
- 39.11 Drivers/monitors shall receive two (2) hours show-up pay for any charter assignment that is cancelled and for which they did not receive advance notice of the cancellation causing the driver to report for the charter assignment.
- 39.12 A rotating list by seniority shall work from top to bottom of list before starting over. The entire list must be exhausted before going back to top.
- 39.13 The Company shall provide a minimum of five (5) GPS unit for charters. On a group charter a minimum of one (1) GPS shall be provided for every ten (10) buses up to five (5).
- 39.14 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.

Article 40: Route Assignments

- 40.1 Review of Routes: All open runs (those not covered by a regularly scheduled driver or monitor) shall be subject to review and reassignment as provided in this Article. The company will determine the number of runs, the length of the run and their frequency based upon its legitimate business needs and the desires of its contractual obligations with its customers.
- 40.2 Notification of Intention to Return: An employee intending to return to work for the Employer at the start of the Fall School Year shall, on a form provided by and made available to the employee prior to the last day of the school year, notify the Company of

his/her intention to return and his/her intention to retain his/her route by the last day of school.

- 40.3 Notification of Route Work Assignment: The Company shall notify each qualified returning employee of the date of the fall route work assignment day. Assignment day shall be held as soon as practicable after the routes have been determined by the Company and the School District and, if possible, on the same day as the kickoff meeting.
- 40.4 Route Assignment and Bidding: A qualified returning employee who reports as instructed on route work assignment day and all additional new employees hired shall be allowed to bid on available routes and work assignments in order of seniority provided, however, that an employee must be fully qualified and licensed to perform all the work involved in the assignments for which he/she is bidding.

Bidding shall be conducted in a reasonable timeframe established by the Company.

- 40.5 Assignment of Remaining Work: Any route or work assignment remaining unassigned following the applications of the procedures provided in this Article shall be offered by the Employer to the qualified standby drivers in the appropriate classification in order of seniority provided, however, if no appropriately classified standby driver voluntarily accepts the available work assignments, the Employer will assign the work to the least senior standby driver available and he shall be required to accept the assignment. In the event all standby drivers have been exhausted or assigned, the Employer will be able to use the available casual list of employees by seniority to cover its business needs. All open run will remain posted until permanently assigned.
- 40.6 Standby Driver: A standby driver is an employee who has not been assigned a fixed route or work assignment as provided in this Article and will work as directed by Management. If there is more than one standby driver in the standby driver classification, seniority will be offered whenever possible to the available work assignments. However, once a standby driver elects to be in the standby driver classification, he will only be allowed to bid in accordance with his seniority.
- 40.7 Hold-down Assignments: When an employee is on a fixed bid permanent route and is out of service due to a leave of absence whether or not it is medical or non-medical for less than six (6) months shall be allowed to resume his/her route assignment upon the employee's return. Management shall post said route assignment for five (5) days as a hold down assignment during such employee's absence. The bid will be awarded by seniority. However, if any driver declines to accept such route or run on a hold-down basis, the Employer will assign the most junior standby driver to the hold-down assignment.
- 40.8 Split and Combined Runs: If a run is split into two complete runs, the driver and monitor may choose which complete run they would like to keep from the original run. If routes are combined, the most senior qualified driver and monitor stay with the run.
- 40.9 Mid-Year Route Openings: If a route becomes available for any reason after the initial route assignments, such route shall be posted for bid when a vacancy becomes known for five (5) days among all qualified and appropriately licensed employees and shall be

awarded by seniority provided, however, that no employee may bid off on his existing route more than one (1) time during the school year. A route vacated by a successful bidder shall be bid and awarded as above provided, however, where the filling of an opening through the bidding procedure creates another opening, that opening shall also be filled by the bidding procedure. Thereafter, the Employer shall at its discretion, fill the opening.

Article 41: 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.

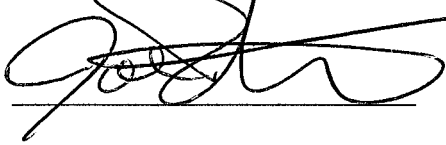
Article 42: General Conditions

1. When pay checks are sent to the location, they should be checked right away to make sure that all employees will receive a check and none are missing. Pay checks will be given out on Friday every week. On a Holiday week, employees will be paid on last work day before Holiday.
2. When an employee fills out an exception form, they shall be notified if they are approved or not within two (2) days.
3. All Driver and monitors will be paid by standard hours established by October 1 of each school year and the second week of summer runs. The Union shall be provided with a copy of all standard hours once they are set and provided an updated list quarterly.
4. Anytime the standard hours are changed, employees must sign off that they were notified of this change prior to their time changing on the paychecks.
5. Show up time for monitors will be five (5) minutes prior to the bus leaving the yard.
6. Have someone in the office when the first bus leaves the yard until the last bus returns to the yard.
7. If regular routes are permanently split, the driver and monitor may choose which route they would like to go on from their original run. If a one-on-one child is moved to a different run, their monitor can choose to go with them.
8. The company will inform drivers if a monitor is required by the school district.
9. The company agrees to make all legally required payroll deductions, both state and federal.
10. The company will make payroll spreadsheets available to individual employees upon request.
11. Driver trainers are guaranteed a minimum of one (1) hour of pay when scheduled to train.
12. Any payroll discrepancy of \$30.00 or more will be paid within twenty-four (24) hours.

Article 43: Termination

This Agreement shall take effect on and be retroactive from the first day of September 1, 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.

FIRST STUDENT, INC.



Joe Petrozak
Area General Manager

Date: 1/16/20

TEAMSTERS LOCAL 445



Lori Polesel
Vice President

Date: 12/6/19

Wages and Benefits: Drivers & Monitors

First Student does not currently have a revenue contract with Wallkill for home to school service. The Company and Union agree to reopen Wallkill Home to School Drivers and Monitor negotiations, only as to those issues specifically impacted by the winning of the Home to School Transportation Contract, if First Student wins the Wallkill Home to School Transportation Contract at a future date.

Wages

<u>Effective Date:</u>	<u>Current</u>	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
		3.25%	3.5%	4%
<u>Big Bus Driver</u>				
0-12mos.service	\$16.50	\$17.00	\$17.00	\$17.00
1-4 years service	\$21.97	22.68	23.47	24.41
5-9 years service	\$23.00	23.75	24.58	25.56
10+ years service	\$23.65	24.42	25.27	26.28
<u>Van Driver</u>				
0-12 mos. service	\$14.00	\$14.00	\$14.50	\$15.50
1-4 years service	\$18.70	19.31	19.99	20.79
5-9 years service	\$18.85	19.46	20.14	20.95
10+ years service	\$19.52	20.15	20.86	21.69
<u>N-2 Drivers</u>				
0-12 mos. service	\$13.00	\$13.00	\$13.00	\$15.00
1+ years service	\$17.90	18.48	19.13	19.90
<u>Monitors</u>				
0-12 mos. service	\$11.10	\$12.00	\$12.50	\$13.00
1-4 years service	\$13.74	14.19	14.69	15.28
5-9 years service	\$14.05	14.51	14.72	15.31
10+ years service	\$14.54	15.01	15.54	16.16
<u>Clerical</u>	\$15.00	Greater of Regular Daily Rate or \$15.00		
Driver Trainer	\$2.00			
19a Examiner	\$2.50			
SBDI	\$2.50			

(Payable when employee is serving in the role as a trainer or examiner)

Holidays

Drivers & Monitors shall be entitled to paid holidays, in accordance with following schedule:

Paid Holiday Schedule (Drivers & Monitors)

Term of Employment

Holiday Entitlement

One (1) Year

2 paid holiday:
Memorial Day
Personal Floating Holiday

Two (2) Years

3 paid holidays:
Memorial Day
Thanksgiving Day
Personal Floating Holiday

Three (3) Years

4 paid holidays:
Memorial Day
Thanksgiving Day
President's Day
Personal Floating Holiday

Four (4) Years

5 paid holidays:
Memorial Day
Thanksgiving Day & Day After
President's Day
Personal Floating Holiday

Five (5) Years

6 paid holidays:
Memorial Day
Thanksgiving Day & Day After
President's Day
Floating Holiday
Personal Floating Holiday

Six (6) Years

7 paid holidays:
Memorial Day
Thanksgiving Day & Day After
President's Day
Floating Holiday
Columbus Day
Personal Floating Holiday

Seven (7) Years

8 paid holidays:
Memorial Day
Thanksgiving Day & Day After
President's Day
Floating Holiday
Columbus Day
Veteran's Day
Personal Floating Holiday

Eight (8) Years +

10 paid holidays:
Memorial Day
Thanksgiving Day & Day After
President's Day

	Floating Holiday
	Yom Kippur or Rosh Hashanah
	Columbus Day
	Veteran's Day
	Martin Luther King Day
	Personal Floating Holiday
Ten (10 Years) +	11 paid holidays:
	Memorial Day
	Thanksgiving Day & Day After
	President's Day
	Floating Holiday
	Yom Kippur or Rosh Hashanah
	Columbus Day
	Veteran's Day
	Martin Luther King Day
	Personal Floating Holiday
	Personal Floating Holiday

Holiday pay shall consist of the employee's regularly schedule daily route pay. The five (5) year Floating Holiday will be when school is closed and will be determined when the school calendar comes out what date will be used. Personal Floating Holidays may be chosen by each employee on a day their home to school is not running.

To receive holiday pay, all employees must work their regularly scheduled day before and scheduled day after the holiday. When time off is approved, the day is not considered a scheduled day and the holiday shall be paid. Not to include LOA, FMLA or worker's compensation.

After one (1) year of employment all holidays will be paid on September 1st.

Weather, Days

Employees shall receive their daily standard hours pay for any weather or emergency day closure that closes any part of any school or district. If there is work available Employees are required to report to work. Employees shall be paid one (1) hour show up pay if they are not notified within 30 minutes of the first scheduled run.

Insurance

The Company will provide a group medical plan for all employees who work an average of twenty (20) hours per week during the school year.

The employee's payment for any selected coverage shall be deducted from the employee's pay on a pro-rated, thirty-one (31) week basis, with coverage extending for fifty-two (52) weeks of the plan year.

The Company will share any premium increases incurring in the 2019, 2020 and 2021 equally (50% & 50%) with the employees electing coverage.

The Company shall pay the single premium on the current or comparable Vision Plan for all employees that elect coverage in the plan starting 9/1/17.

The Company shall provide a \$10,000 Life Insurance Policy for each employee.

Retirement Savings

Drivers & Monitors shall be able to participate in the Company's 401k for part-time employees in accordance with the eligibility conditions and restrictions of the plan. The company will match up to \$400 each year, annually based on plan provisions. The company will provide someone to explain the 401K plan each school year.

Employees shall receive one thousand (\$1000) dollars as a retirement bonus when they leave employment at thirty-five (35) years or more.

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 on one (1) day, such employee will make himself/herself available for work at all times during such weeks, he is not required to serve on the jury. The Employer agrees to pay such amount upon presentation of proof by the employee.

Bereavement Leave

All non-probationary employees shall be granted up to three (3) days off, with pay, 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 (5) total days for a death of a member of the employee's immediate family. Immediate family is defined as an employee's spouse, child, mother, father, current step-parent, step-siblings, brother, sister, grandparent, grandchild or in-laws. 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.

Miscellaneous

The Company shall determine the frequency and manor of any pre-trip or post-trip inspections. Such inspections will be performed in accordance with applicable state and federal law. The performance of vehicle inspections, including time in walking to and from the vehicle, shall be built into each employee's standard hours and shall be paid as time worked. This time along with all other necessary show-up time etc, will be built into each employee's standard daily work hours.

Anyone in training is guaranteed a minimum of one (1) hour pay. All trips are guaranteed a minimum of one (1) hour pay.

Have a water cooler in the Driver/Monitor break room.

Examinations and Training

All examinations and training when required by the Employer, State or Federal regulation 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 regular rate. The company will make every effort to have all safety meetings scheduled one month in advance and during the day between runs.

The Company shall make available CPR, first aid and other training for employees.

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

The Company shall arrange for medical testing for any employee exposed to communicable diseases (e.g. tuberculosis) during the course of their work for the Company.

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.

Qualification Expenses: The Company agrees to pay for required criminal and driver record checks.

Uniforms

The Employer 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. A new safety vest shall be provided each school year, or as needed when mutually agreed upon between the Company and the Union. The maintenance staff shall be provided with weather-acceptable clothing (i.e.: gloves, coats, rain gear, etc.) along with \$200 annually for work boots and \$150 for prescription safety glasses with receipt, reimbursed within two pay periods. The Company will provide all tools necessary over and above the normal required mechanic's tools in maintenance.

Miscellaneous Paid Time

Pay Period: All regular 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. An Employee may have pay direct deposited with written authorization. All employees shall be paid for all time worked. All Employees shall be paid on the last working day before a holiday and any breaks.

Overnight Lodging: Meals will be paid, limiting three (3) per day with a maximum amount of fifteen dollars (\$15.00) for each meal and will be paid as provided with receipts. The cost of the hotel shall be paid by the employer. There shall be a maximum of two people of the same gender unless it is a married couple in a hotel room.

The Employer shall provide clean and safe overnight lodging and reasonable transportation for afterhours use while employees are assigned to locations other than their home location. Absent agreement, drivers shall not be required to chaperone passengers outside the bus. Drivers shall not be compelled to share a hotel room. The Employer shall make lodging and transportation arrangements in advance.

Expenses: No employee shall be required to front any lodging, fuel, or repair expenses. The Employer shall reimburse all drivers for telephone calls and expenses incurred having a direct relation to operations. Expense reimbursement shall be paid no later than the next pay period following the submission of receipts.

Per Diem: The Company will use its best effort to provide each employee his/her per diem prior to leaving for a trip.

When an employee is on a consecutive run and/or trip over eight (8) hours a fifteen-dollar (\$15.00) meal allotment shall be paid.

All injuries that require an employee to work light duty, such employee shall receive standard rate of pay for their job description before injury.

When an employee is using his or her own vehicle, they shall be paid their hourly wage plus mileage as per the IRS allotment.

Longevity Bonus will be given each year for all employees over 20 years to receive \$525 prior to break at Christmas.

Wages and Additional Benefits: Travel Drivers & Monitors

Wages

<u>Effective Date:</u>	<u>Current</u>	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
		3.25%	3.5%	4%
<u>Big Bus Driver</u>				
0-12mos.service	\$16.50	\$17.00	\$17.00	\$17.00
1-4 years service	\$21.97	22.68	23.47	24.41
5-9 years service	\$23.00	23.75	24.58	25.56
10+ years service	\$23.65	24.42	25.27	26.28
<u>Van Driver</u>				
0-12 mos. service	\$14.00	\$14.00	\$14.50	\$15.50
1-4 years service	\$18.70	19.31	19.99	20.79
5-9 years service	\$18.85	19.46	20.14	20.95
10+ years service	\$19.52	20.15	20.86	21.69
<u>N-2 Drivers</u>				
0-12 mos. service	\$13.00	\$13.00	\$13.00	\$15.00
1+ years service	\$17.90	18.48	19.13	19.90
<u>Monitors</u>				
0-12 mos. service	\$11.10	\$12.00	\$12.50	\$13.00
1-4 years service	\$13.74	14.19	14.69	15.28
5-9 years service	\$14.05	14.51	14.72	15.31
10+ years service	\$14.54	15.01	15.54	16.16

Work Assignments

Route Assignment and Bidding: A qualified returning Travel Driver/Monitor who reports as instructed on route work assignment day and all additional new employees hired shall be allowed to bid on available routes and work assignments in order of seniority provided, however, that an employee must be fully qualified and licensed to perform all the work involved in the assignments for which he/she is bidding.

A list of available locations for Travel Drivers/Monitors shall be posted at the kick-off meeting. Drivers/Monitors shall sign up for their preferred locations and assigned by seniority. Drivers/Monitors working a full week schedule shall be assigned first before those working a reduced schedule. When openings become available at a location, drivers/monitors on the sign-up list will be offered the work first. If openings are not filled by the list, they will be posted and bid by seniority. Any remaining openings will then be filled by reverse seniority.

When there are no runs available and a driver/monitor is no longer needed at a location, they will be removed in reverse order of assignment to that location.

Travel drivers/monitors that have been removed from a location because there are no runs available, shall have the right to choose an open run at another location. If there are no openings at another location, they shall have the right to bump the least senior driver/monitor on the seniority list working at another location.

When a change is to occur, employees shall be given five (5) days' notice.

Weather Days

Employees shall receive their daily standard hours pay for any weather or emergency day closure that closes any part of any school or district. If there is work available Employees are required to report to work. Employees shall be paid one (1) hour show up pay if they are not notified within 30 minutes of the first scheduled run. Travel drivers/monitors shall receive a weather day when the location's district or school they are working for is closed.

Insurance

The Company will offer bargaining unit employees who qualify as part time employees' access to its Panabridge Plan or comparable plan and will allow bargaining unit employees to enroll in its Employer United Health Care (UHC) or comparable plans if they qualify as full-time employees under the Affordable Care Act (ACA) or plan provisions, whichever is better.

Bargaining unit employees qualifying as full-time employees above shall also receive all other benefit general rule options that come with full-time dental and vision plans and access the HSA account. Part time employees will not have access to the full-time health insurance plan(s).

Vacation

Bargaining unit employees who qualify as full-time employees in December of the previous year the following vacation schedule starting in December 2019.

Employees must qualify as full time every year to get vacation. Employees will have front loaded vacation accrual. Vacations must be approved by management, however, vacation may be paid out at any time

Years 1 - 4	1 week
Years 5 - 12	2 weeks
Years 13+	3 weeks

Miscellaneous

1. Travel drivers/monitors shall be paid by standard hours and shall receive their daily standard pay for any paid day off. Standard hours shall consist of all daily paid hours.
2. Travel drivers shall have access to a vehicle during a layover at another location.
3. When available the Company shall provide a vehicle for travel from the Wallkill yard to the location where employees are assigned. Drivers using their own car shall be reimbursed for mileage at the applicable rate.

Wages and Benefits: Maintenance Employees

Wages

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

<u>Effective Date:</u>	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
Tech I New Hire	3.25% \$25.00	3.5%	4%
Tech II New Hire	3.25% \$24.00	3.5%	4%
Tech III New Hire	3.25% \$23.00	3.5%	4%
Fueler	Top Bus Rate		
Bus cleaner and seat repairer	Top Bus Rate		
Lotman	Top Bus Rate		

401(k) Plan

Full-time maintenance employees covered under this CBA shall be eligible to participate in the Company 401(k) Plan subject to the terms and conditions of the Plan. The employer matching contribution with a Company match of 50% up to 6%.

Insurance

The Company agrees upon the signing of this agreement that all full-time employees will continue with, Industry and Local 338 Welfare Fund (Fund) insurance plan at the rates set by the Fund and listed below. The contributions for health coverage shall be submitted promptly to the Fund by the 15th day of each month for all payroll periods, which ended during the preceding calendar month.

Rates: Rates are based on forty (40) hours per week.
 Effective 1/1/2019 the hourly rate is \$7.37 per fulltime employee.
 Effective 1/1/2020 the hourly rate is \$7.37 per fulltime employee.
 Effective 1/1/2021 the hourly rate is \$7.37 per fulltime employee.
 Effective 1/1/2022 the hourly rate is \$7.40 per fulltime employee.

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 determined 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 (5) total days for a death of a member of the employee's immediate family. Immediate family is defined as an employee's spouse, child, mother, father, current step-parent, step-siblings, brother, sister, grandparent, grandchild or in-laws. 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.

Hours and Overtime

- A. Pay periods shall begin at 12:01 AM on Sunday and shall end at midnight of the following Saturday. All employees covered this Agreement shall be paid weekly.
- B. One and one-half (1 ½) times the straight time rate shall be paid for all time worked in excess of forty (40) hours in any week. A standard work day will consist of eight (8) hours. Those employees currently awarded guaranteed overtime will retain that status.
- C. All employees covered by this Agreement shall be paid eight (8) hours straight time pay for the following holidays when no work is performed:

To include Yom Kippur or Rosh Hashanah in the eighth year of employment.

New Year's Day	MLK Jr. Birthday
Memorial Day	Labor Day
Fourth of July	Day after Thanksgiving
Thanksgiving	Christmas Eve
Christmas	

- D. When an employee's day off falls on a holiday, he/she 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 (employee's birthday and employee's anniversary date) 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 schedule 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 Service Manager.

4. After one (1) year of employment holidays will be paid on September 1st.
5. 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.

Vacations

- A. Employees covered by this Agreement shall receive the following vacations:
 1. Two (2) weeks' vacation with pay after one (1) years 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's service will be given credit for eight (8) hours paid sick leave for each two (2) months' service, up to five (5) days (40 hours).
- C. Paid sick leave will be made for excused absences from work due to illness. The Service Manager must be notified as early as possible before the employee's regular starting time.
- D. Each full-time 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.

Tool Allowance

All mechanics shall be given a five hundred (\$500) dollar tool allowance each year.

Any tools purchased must be necessary for the performance of the duties of the mechanics on behalf of the Company.

ASE Certification

Employees shall receive an increase of twenty (.20) cents for every ASE Certification they receive.

Miscellaneous

1. The first responders to any bus with mechanical failure shall be a technician or tow truck.

2. The Employer shall notify full time employees when there is a State of Emergency and when it is lifted in Ulster County.