

COPY

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

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

AND

**FIRST STUDENT WALLKILL and VALLEY CENTRAL LOCATION
3082 ROUTE 208
WALLKILL, NY 12589**

SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2028



TEAMSTERS LOCAL 445
15 STONE CASTLE ROAD
ROCK TAVERN, NY 12575
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DAN MALDONATO.....SECRETARY-TREASURER
LORI POESEL.....PRESIDENT
JOHN HASBROUCK.....VICE-PRESIDENT
RAY STANISHIA.....RECORDING-SECRETARY
JACQUES PEAN.....TRUSTEE
ROSE WOLFF.....TRUSTEE
RAY GILTRUSTEE

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Article 2, Section 1, of the National Master Agreement, any lesser conditions contained in this supplement shall be superseded by the conditions contained in the National Master Agreement.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 Wallkill Case 3-RC-11749 and Valley Central 2-RC-23163. Specifically included in such unit are all full-time and part-time drivers, driver/clerical, monitors, aides, Technician-In-Charge (TIC), mechanics and maintenance staff employed at and out of the Employer's facility located at 3082 Route 208, Wallkill, New York, Company Facility Number 11318 and 12474. Specifically excluded from the bargaining unit shall be all other employees, including full-time 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 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 workforce. 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) workdays 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 timecards, logbooks 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 designate one (1) Chief Steward from the Valley Central seniority list and (1) Chief Steward from the Wallkill Charter Center seniority list and several Shop Stewards and Alternates from the Employer's Union seniority list.
- 10.2 The authority of Shop Stewards, 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 Stewards shall each 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 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 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 (½) by the Employer and one-half (½) 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 employees' 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 workplace 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 operate 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. The company will provide space in the driver's area for a filing cabinet which will be the responsibility of the union.

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 (including 19A & SBDI)
 6. Technician-In-Charge (TIC)
 7. Technicians
 8. Maintenance attendants
 9. 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 worked for the Employer for twelve (12) 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.

The Employer will maintain the following separate seniority lists: employees working as Valley Central School District drivers and monitors; employees working as Wallkill Charter Center drivers and monitors; Full time maintenance and technicians.

Any employee transferring from another First Student seniority list shall retain Company seniority for pay and benefits but will go to the bottom of the list for bidding purposes.

No employee on the "Valley Central" seniority list may be compelled to work for another school district.

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 twelve (12) 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 twelve (12) months, employees on the Valley Central seniority list will lose their 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 related 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's 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 in the following order: (1) to existing driver/monitor on that run during the school year; (2) drivers/monitors volunteering for the entire summer will have first refusal on the same run held last summer.
- B. (1) Any employee has the right to keep their run that they had during the school year at the same hourly rate of pay. (2) If there are no big bus runs available for bid, big bus drivers shall be paid their normal rate during the summer.
- 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. Additionally, all employees will be required to provide the Company with a two-week consecutive period during the summer that the employee is willing to work. Each employee shall be given an individual sign-up sheet where they will select two consecutive weeks and check voluntary or involuntary. Voluntary employees shall be assigned work by seniority during the designated two weeks and involuntary employees will be assigned by reverse seniority during the designated two weeks. If the employee is available to work during his/her selected two-week period, the company will not challenge his/her claim for unemployment insurance during the remaining summer weeks. However, if the Company's summer work

requires more employees that can be covered by the volunteers and the employees working during their chosen two-week period, the Company reserves the right to require additional employees to work. so long as they are guaranteed to receive a full day's work inclusive of an AM and PM shift. 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.

E. Employees working the full summer shall be entitled to one (1) week off with two weeks' advanced notice.

F. The Company will endeavor to make every effort to utilize air-conditioned buses.

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). If more than one (1) person is available within the immediate vicinity, the work shall go to the employee with the most seniority.

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.

For the purpose of Valley Central charter and extra work, drivers assigned small bus runs will have first refusal on small bus extra work excluding standby drivers. Drivers assigned big bus runs will have first refusal on big bus extra work excluding standby drivers.

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's pay.

Employees from the Valley Central seniority list shall have first refusal on any Valley Central School District related charter and extra work.

Employees from the Wallkill Charter Center seniority list shall have first refusal on any outside charter or extra work non-related to the Valley Central School District.

Seasonal drivers shall be kept on a separate list and used as needed when the Wallkill Charter Center and Valley Central seniority lists have 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 Valley Central School district only, all others go off the trip lists.

Any trips that are a drop-off and pick-up on 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. When an employee is offered extra work or a charter assignment with at least 24 hours' notice and declines the work, the individual will not be offered extra work or a charter until their name rotates again in seniority. When an employee is offered extra work or a charter with less than 24 hours' notice and declines the extra work or charter, the individual will remain in rotation for the next available extra work or charter opportunity.

- B. Summer Charter work shall be on a volunteer basis and a separate list for the summertime 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, for 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 11318 and 12474 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.
- Any and all extra work or charters shall first be offered to bargaining unit employees covered under this Agreement. Any work not covered under the job classification listed in this agreement shall be posted and awarded under the provisions of this agreement.
- Any bid work will be posted for five (5) working days. A Shop Steward may bid for an absent employee by written proxy.
- All bids shall include the complete route description including hours, start time, school and bus, which will be posted at the bid. However, all are subject to change.
- 39.13 The Company shall provide a minimum of five (5) GPS units 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 to the Annual Fall Refresher/Route 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.
- 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.
- Employees on the Valley Central seniority list working as Valley Central District drivers and monitors shall have bidding seniority on any Valley Central open runs.
- 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 runs 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 subsequently 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 the last workday before the 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. All regular occurring work that continues for more than eleven (11) working days, shall be included in the employees daily standard hours for each day the work is performed.
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, 2025 and shall remain in full force and effect until midnight of August 31, 2028 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.

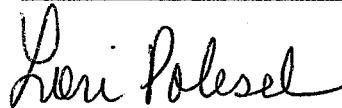
FIRST STUDENT, INC.



Vincent Marzella
Area General Manager

Date: 11/8/25

TEAMSTERS LOCAL 445



Lori Polesel
President

Date: 11/3/25

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.

Wage Schedule

A new hire with a CDL and school bus driving experience ready to work can start at the 12-36-month rate for their classification.

	9/1/2025	9/1/2026	9/1/2027
Big Bus			
0-12	26.83	27.69	28.58
12-36 mos	29.93	30.89	31.87
36+ mos	31.99	33.02	34.07
Van			
0-12	23.74	24.50	25.28
12-36 mos	26.83	27.69	28.58
36+mos	29.82	30.78	31.76
Monitor			
0-12	18.00	18.58	19.17
12-36 mos	19.00	19.61	20.24
36+mos	21.00	21.67	22.37
VC hired before 9/1/13	25.92	26.75	27.61
N-2/Mini			
0-12	18.49	19.09	19.70
12-36 mos	20.51	21.16	21.84
36+mos	23.74	24.50	25.28

PT Clerical: When working in the capacity of Clerical

New Hire \$16.00

1+ years Greater of Regular Daily Rate or \$17.00

When working in the capacity of a Trainer; 19A; SBDI

Driver Trainer +\$2.00

19A +\$2.50

SBDI +\$2.50

19A Examiners working 12 months and working 1560 hours, shall receive two (2) paid weeks of vacation each year paid at 40 hours per week.

Holidays

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

Paid Holiday Schedule (Drivers & Monitors)

<u>Term of Employment</u>	<u>Holiday Entitlement</u>
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 employees' 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 2025, 2026 and 2027 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.

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 \$1000 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 five (5) days off, with pay, for immediate family as defined as an employee's spouse or domestic partner, child, mother, father, brother, sister, grandparent, grandchild, current step-parent, stepsiblings, parent of your minor child, 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 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 employee's family. 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

1. The Company shall determine the frequency and manner 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.

2. Anyone in training is guaranteed a minimum of one (1) hour's pay. All trips are guaranteed a minimum of one (1) hour's pay.
3. Have a water cooler in the Driver/Monitor break room.
4. Up to six (6) regular home to school drivers/monitors and one (1) temporary regular driver/monitor shall be permitted to hold regular bid routes for less than the full weekly schedule.
5. If your school is closed, other than for weather or emergency, and you are asked to work and then later cancelled with less than one (1) hours' notice, you shall receive a guaranteed two (2) hours.
6. Employees shall receive advanced notice for DOT inspections when practicable.

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 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 wellbeing 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) hour 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 employer'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.

Miscellaneous Paid Time

1. 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.

2. 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.

3. 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.

4. 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.

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

6. 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 and an additional meal allotment of \$15 shall be paid after twelve (12) hours.

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

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

9. Each employee shall receive their regular rate of pay for attending meetings or any other company required function or assignment.

10. Each employee shall receive their regular rate of pay if asked by management to "stand by".

11. Each employee shall receive their regular rate of pay if asked by management to wait for any work-related reason.

12. Each employee called in for a special run will be paid a minimum of 2 hours.

13. Overtime: 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. Overtime shall be paid after eight hours of work in a day for all employees on the Valley Central seniority list hired before 9/1/2021. Employees placed on the Valley Central Seniority List after 9/1/2021 shall be paid overtime after eight (8) hours of work in a day starting September 1 of their third school year.

14. Employees shall receive a copy of any exception form that is denied.

15. Employees shall receive a copy of all-time off request forms when they are approved or denied within two (2) days.

16. Mid-day runs shall be guaranteed 1 hour.

17. Longevity Bonus will be given each year for all employees over 20 years to receive \$900 and all employees with 15-19 years of service \$600, prior to break at Christmas, paid in a separate check.

Attendance Qualifier

Drivers, monitors, lot person and fueler on the Valley Central and Wallkill Travel seniority lists will be eligible each month (September thru June) to receive \$60 for having perfect attendance paid the second week of the following month. Employees that work a half day schedule will be eligible to receive \$30 per month. To qualify to receive the monthly payment amount the following must be met:

1. Employee must work Monday through Friday.

2. Must work AM and PM shift for the full monthly payment.
3. Must work either a full AM or full PM shift, Mon-Fri for the half monthly payment.
4. Employees that are absent or late will not be eligible for the payment in the month of the occurrence unless it was due to approved FMLA, Bereavement (as designated in the CBA) or Jury Duty.
5. All employees can requalify each month to receive payment.
6. Jury Duty and Bereavement Leave will not disqualify an employee.
7. Drivers and Monitors that qualified each month of the school year will receive an additional payment of \$600 at the end of the school year for Perfect Attendance. Qualified drivers and monitors that work a half day schedule shall receive \$300. The end of the year payment will be pro-rated for any FMLA and Military Leave absence.
8. Lateness up to ten (10) minutes one time per year shall not affect the bonus.

New York Paid Sick Leave (NYPSL): Establishes rules and regulations for Sick Leave as set forth by Section 196-b of the Labor Law

First Student agrees to comply with all provisions of New York's Sick Leave Law referred to as section 196-B.

For purposes of this sick leave law, "family member" is defined as an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, and the child or parent of an employee's spouse or domestic partner. "Parent" is defined as a biological, foster, step, or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child. "Child" is defined as a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis.

Employees may use their leave following a verbal or written request to their employer for the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care for the following or as the law allows:

Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

Safe Leave:

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney's office;
 - to enroll children in a new school; or
 - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

A sick day may be split (AM or PM).

Effective December 2026 and every year thereafter: Sick time not used prior to the last working day of December, shall upon request, be included in the last check in December according to the following schedule:

Employees with 3+ Years of Service – up to three (3) days

Wages and Additional Benefits: Travel Drivers & Monitors

Wages

<u>Effective Date:</u>	<u>9/1/25</u>	<u>9/1/26</u>	<u>9/1/27</u>
<u>Big Bus Driver</u>			
0-12mos.service	25.27	26.08	26.91
1-4 years service	29.30	30.24	31.21
5-9 years service	30.68	31.66	32.68
10+ years service	31.54	32.55	33.59
<u>Van Driver</u>			
0-12 mos. service	22.97	23.71	24.47
1-4 years service	24.96	25.76	26.59
5-9 years service	25.14	25.94	26.77
10+ years service	26.05	26.88	27.74
<u>N-2 Drivers</u>			
0-12 mos. service	18.38	18.97	19.58
1+ years service	23.89	24.66	25.44
<u>Monitors</u>			
0-12 mos. service	18.00	18.58	19.17
1-4 years service	19.00	19.61	20.24
5-9 years service	21.00	21.67	22.37
10+ years service	22.39	23.11	23.85

Benefit Qualification

To qualify as Full Time Travel, an employee must work a minimum of 30 hours per week or 130 hours per month (1560 hours per year) for 12 months when work is available.

Work Assignments

When travelling to a location with a minimum distance of one (1) hour, the employee shall layover and be paid for all hours.

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 on individual sheets for each location. Drivers/Monitors shall sign up on these sheets within the

five-day posting period for their preferred locations in number order and assigned by seniority. Drivers/Monitors working a full week schedule shall be assigned first before those working a reduced schedule. Every year, a second pick will be held for travel assignments, prior to returning from Christmas break, in the same manner as the fall kick-off meeting.

Wallkill Travel shall have priority over displaced Valley Central drivers/monitors for location assignments and reassignments.

When openings become available at a location 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 from 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 and the Wallkill location shall be given five (5) days' notice.

Travel Drivers/Monitors shall not be forced to do late runs or sports runs at their assigned location when they are not attached to the run they are covering. When a late run or sports run is attached to the run they are covering, if the Driver/Monitor chooses not to cover that work, management shall attempt to cover those runs with another employee.

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).

401(k) Plan

Qualified Full-time travel drivers/monitors 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%.

Vacation

Bargaining unit employees who qualify as full-time employees in December of the previous year are eligible for the following vacation schedule:

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

Employees will have front loaded vacation accrual. Vacations must be approved by Wallkill management; however, vacation may be paid out at any time. One (1) week may be rolled over to the following year to be used in July or August.

Employees, upon management's approval, shall be allowed to schedule vacation for up to two-week intervals at a time, during the summer.

Vacation time is paid at 8hrs per day/40 hours per week.

Approved vacation time does not affect the Attendance Bonus.

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 when a vehicle isn't available, or special permission has been granted, shall be reimbursed for mileage at the applicable rate.
4. Training shall take precedence over driver seniority only if operational needs require specialty training (19A/SBDI/Master Trainer) at another location.
5. Travel Drivers/Monitors shall receive a night differential of .50 (fifty cents) per hour on charters between the hours of 12AM -5AM in July and August.
6. All time off requests shall be submitted to and approved or denied by the Wallkill location.

7. Travel drivers/monitors shall have the option to attend safety meetings at the location at which they are working.
8. Sufficient time shall be added to travel time for safety and sufficient show-up time at the assigned location.
9. Bus keys shall be picked up and returned at the downstairs dispatch area.
10. The Company will not routinely text, call, or otherwise contact employees outside of their scheduled work hours. Employees will not be disciplined for failing to respond to after-hours messages.

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>9/1/2025</u>	<u>9/1/2026</u>	<u>9/1/2027</u>
	+3.2%	+3.2%	+3.2%
Tech-In-Charge	\$36.04	\$37.19	\$38.38
Tech I			
New Hire	\$30.02	\$30.98	\$31.97
Tech II			
New Hire	\$28.81	\$29.73	\$30.68
Tech III			
New Hire	\$27.62	\$28.50	\$29.41
Fueler	Top Bus Rate		
Bus cleaner and seat repairer	Top Bus Rate		
Lotman	Top Bus Rate		

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.

The maintenance staff shall be provided with weather-acceptable clothing (i.e.: gloves, coats, rain gear, etc.) along with \$ 250 annually for work boots and \$200 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.

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 9/1/2025 the hourly rate is \$10.76 per fulltime employee.

Effective 1/1/2026 the hourly rate is \$11.51 per fulltime employee.

Effective 1/1/2027 the hourly rate is \$12.32 per fulltime employee.

Effective 1/1/2028 the hourly rate is \$13.18 per fulltime employee.

Bereavement Leave

All non-probationary employees shall be granted up to five (5) days off, with pay, for immediate family as defined as an employee's spouse or domestic partner, child, mother, father, brother, sister, grandparent, grandchild, current step-parent, stepsiblings, parent of your minor child, 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 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 employee's family. 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	Veteran's Day - Starts November 2026
Memorial Day	MLK Jr. Birthday
Fourth of July	Labor Day
Thanksgiving	Day after Thanksgiving
Christmas	Christmas Eve

- 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 workday preceding the Holiday and the next schedule workday 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 standby 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 fifty-six (56) 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) years' service shall receive a pro-rated amount of sick leave on their hire date, based on the number of hours the employee is anticipated to work. The employer must continue to track the employee's hours worked and accrual of sick leave and provide any additional sick leave should the employee work more than originally anticipated.
- C. Paid sick leave may be used in one (1) hour increments. 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, including lot person, shall be given a tool allowance each year.

<u>2025</u>	<u>2026</u>	<u>2027</u>
\$600	\$625	\$650

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

The Company will provide all tools necessary over and above the normal required mechanic's tools in maintenance.

Certifications

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

The Company shall pay for any certifications approved by the Company including approved time spent obtaining such certifications at the employees' regular hourly rate.

DOT Bonus

The Company shall pay each mechanic a five hundred (\$500) dollar yearly bonus when the DOT Rating is 97% or above for the year. Employees working less than one (1) year will receive the bonus on a pro-rated basis of \$60 per full month worked.

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.
3. The Employer shall provide electric door openers to the shop doors.
4. Use of Maintenance and Mechanics for Driving Duties:
 1. The primary responsibilities of maintenance and mechanical personnel are to diagnose, repair, and maintain the bus fleet and yard facilities. These duties are critical to ensuring the safety, efficiency, and operational readiness of the transportation system.
 2. Recognizing that driving assignments may occasionally require additional staffing, it is understood that maintenance and mechanic employees shall only be utilized to perform driving duties in emergency situations, and such assignments shall not interfere with their primary job functions.
 3. In the event that emergency conditions necessitate the use of maintenance or mechanical personnel for driving over multiple days, every effort shall be made to assign them to the same route for the duration of the coverage period to ensure continuity and minimize disruption to maintenance operations.
 4. The Company shall make all reasonable efforts to cover driving needs through regular or substitute driver staffing prior to reassigning maintenance or mechanical staff.