

COPY

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

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

AND

ORANGE COUNTY TRANSIT

SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2027



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ROSE WOLFF.....TRUSTEE

NOTICE TO MEMBERS

UPON TERMINATION OF EMPLOYMENT FOR ANY REASON, PLEASE CALL THE UNION OFFICE IMMEDIATELY TO RECEIVE A WITHDRAWAL CARD THE COST OF A WITHDRAWAL CARD IS \$0.50.

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

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

THIS WILL KEEP YOU IN GOOD STANDING WITH THE UNION.

WHEREAS, in making this Agreement the parties recognize that compliance with its terms is essential for the mutual benefit of the parties and for accomplishment of the intent and purpose of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

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.

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. Specifically included in such unit are all full-time and part-time drivers, driver/clerical, monitors, aides, mechanics and maintenance staff employed at and out of the Employer's facility located at 1041 State Route 52, Walden, New York. Specifically excluded from the bargaining unit shall be all other employees including, lead accident investigators, full time clerical employees, head dispatchers, head mechanics/technician in charge, managers, guards, professional employees and supervisors as defined in the Labor Management Relations Act as amended.
- 2.2 All present employees who are members of the Local Union on the effective date of this subsection or on the date of the execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired thereafter shall become and remain members in good standing of the Local Union as a condition of employment and after the 30th day following the beginning of their employment or on and after the 30th day following the effective date of this subsection, or the date of this Agreement, whichever is the later.
- 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 union 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 union 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 ten (10) 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 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by the Employer for the purpose of complying with this Article. All complaints or misunderstandings regarding dues and assessments will be properly adjusted between the member and the Union at the Teamsters Local 445 office at 15 Stone Castle Road, Rock Tavern, N.Y. 12575 and not with the Employer.
- 2.9 When new hires 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 will notify the Union or its representatives of new employees within ten (10) days from date of hire and allow them to be present for new employee orientation for the purpose of completing necessary forms.
- 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 employees 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 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(s), 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 Any part of this Agreement which conflicts with applicable City, State or Federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provisions. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant hereto.
- 4.2 In the event that such Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either 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 agreements protections.
- 5.3 In all transfers of employees referred to the above, those employees must be qualified to perform the job by experience in the classification in which they are transferred to, such as license requirements, physical conditions, motor vehicle and felony records including a drug-free record.

Article 6: Maintenance of Standards

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

- 7.1 The Union recognizes the exclusive right and responsibility of the Company to manage its facility and to direct its working forces. All rights of the Company which have not been specifically abridged or modified by this Agreement are retained by the Company including, but not limited to, the right to make and modify reasonable work rules and regulations. The Company agrees to post and distribute copies of any new work rules, or changes to existing work rules or regulation, at least five (5) work days prior to implementation. The Union's right to file a grievance over the Company's work rules and

regulations shall be limited to the following instances: an allegation that the work rule is unreasonable; an allegation that enforcement of the work rule has been inconsistent; or an allegation that the penalty assessed for violation of the work rule was excessive and does not constitute just cause.

- 7.2 Non-bargaining unit personnel may perform work that is regularly performed by bargaining unit employees in the event of a bona fide emergency (it being expressly understood that a bona fide emergency does not automatically include extra work or Railroad Work); and where sufficient bargaining unit personnel or equipment at the terminal are not reasonably available and the Company has made reasonable efforts to hire/train additional employees to cover the work. Additionally, the Company reserves the right to utilize casual, temporary agency employees and/or third-party contractors to perform bargaining unit work, provided it is offered to available bargaining unit members first and that utilizing such casual, temporary, temporary agency personnel and/or third-party contractors does not result in the loss of regularly-scheduled work during the school year or the layoff of any regular full-time or regular part-time employees.

Article 8: Access to Premises

Authorized agents of the Union shall have access to non-working areas of the Employer's establishment during working hours to investigate working conditions, collect dues and inspect all time cards, log books and other payroll records of the Employer, for the purpose of determining whether or not the terms of this Agreement are being complied with. The Employer will make such records available within seven (7) days of the Union's request and will provide a suitable, lockable bulletin board in a conspicuous place for posting of information and interest to the members of the Union.

Article 9: Credit Unions / Banks

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

Article 10: Shop Stewards

- 10.1 The Employer recognizes the right of the Union to designate one (1) Chief Steward and up to three (3) Shop Stewards including Alternates from the Employer's Union seniority list.
- 10.2 The authority of Shop Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:
1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2. The collection of dues when authorized by appropriate Local Union action;
 3. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its Officers, provided such messages and information:
 - a. Have been reduced to writing, or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to repair or drive any equipment or any other interference with the Employer's business.
- 10.3 The Employer recognizes these limitations upon the authority of the Shop Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.
- 10.4 One (1) Shop Steward shall be permitted time off to attend all disciplinary or labor management meetings initiated by the Company. Stewards shall be permitted to investigate, present and process grievances on the property of the Employer. The Union agrees not to abuse this right. A Chief Shop Steward or their designee shall be paid four (4) hours per month for fulfilling the steward's duties, including time spent in disciplinary or any other labor management meetings initiated by the Employer. In addition, the Company will track and pay out any additional meetings initiated by the Employer over the 4 hours to the Steward attending those meetings. A control sheet listing dates and times shall be completed each month and initialed by the Union and the Company.
- 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. The Company will provide available space for private meetings between stewards and individuals.
- 10.8 All employees have the right to request the presence of a Union representative, Shop Steward or other Union employee into all disciplinary meetings.

Article 11: No Strike and No Lockout Clause

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

- 11.2 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.
- 11.3 Any employee or employees found guilty of instigating, promoting, actively supporting or condoning such actions shall be subject to immediate discharge.
- 11.4 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 Company's designee. A verbal answer must be rendered by the Company within 48 hours.
 - b. After the answer of the Company's designee, the grievance shall be reduced to writing and signed by the aggrieved employee and a copy given to the Company's designee and the Union Steward and Business Agent.
 - c. After the submission of the written grievance, the Company designee and the Union Business Agent will discuss the grievance and attempt to settle it. A decision must be rendered by the Company within 72 hours.
 - d. Within thirty (30) days after the decision by the Company is due to the Union, if the grievance is not settled, it may be submitted to arbitration.
- 12.2 Then either party may, upon written notice to the other, may file a demand for arbitration with Richard Adelman, Dean Burrell or Jeffrey Selchick, on a rotating basis, 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. In the event none of the arbitrators named above is available, then the matter may be submitted to the American Arbitration Association or FMCS for designation of an arbitrator.
 - a. The fees and expenses of the impartial arbitrator shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union, but all other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.
 - b. The power of the arbitrator shall be limited to the interpretation of the Agreement. He shall have no power to add or subtract from or modify any of this Agreement, nor shall he have power to establish or change any wage scale or classification.
- 12.3 Any grievance, controversy, or dispute of claim not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes. These time limits may be waived by mutual written agreement between the Union and the Employer or his/her designee.

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

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

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

12.7 Grievant'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. Grievant and Stewards shall be informed by their Local Union of the time and place of the arbitration hearing.
- b. Grievant's and Stewards shall be permitted to attend, at their own expense, the arbitration hearing in cases in which they are involved.
- c. 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 Employees shall be offered union representation before attending meeting that may lead to disciplinary action. The union representative must be advised prior to the meeting of the nature of the alleged offense.

14.3 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 rolling 10-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.

14.4 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.

14.5 The warning notices for moving violations, preventable accidents, injuries or harassment as herein provided shall not remain in effect for a period of more than thirty-six (36) months from the date of said warning notice on a revolving system that will discard past warnings automatically. Other disciplinary notices shall not remain in effect for more than a school year. Stale warnings will not be used against such employees when they are out dated.

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

14.7 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 upon returning to work without 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.

14.8 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 reasonable, 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.

14.9 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 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.

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

14.11 The Union acknowledges the right of the Company, for security purposes, to install video cameras with no audio, in the yard, shop, office and entrance gates. The Company shall not install or use video cameras in areas that violate the employee's right to privacy such as, break rooms, bathrooms or places where employees change clothing.

Article 15: Non-Discrimination Clause

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

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

Article 16: Harassment

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

Article 17: Absence for Union Business

The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee but no more than two (2) employees designated by the Union to attend a labor convention or serve in any capacity on other official Union business, providing three (3) days written notice is given to the employee by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of men affected in order that there shall be no disruption of the Employer's operation pursuant to the approval of the contract manager.

Article 18: Loss or Damage

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

Article 19: Court and Hearing Appearances

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

Article 20: Extra Contract Agreements

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

Article 21: Gender Clause

The Employer and Union agree that all articles throughout the Collective Agreement shall reflect gender neutrality (i.e., they, them, their, employee, employer, manager, supervisor).

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. When an employee is injured on the job, the employee shall be guaranteed the day's pay for the day's injured provided he is unable to work as a result of the injury. The employer will pay out any accrued but unused PTO for time off during any work-related injury.

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: 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. A Union 19A Examiner will be included on the investigation and review of any accident.

Article 26: Safety Violations

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

Article 27: Bulletin Boards

The Employer agrees to provide a suitable, lockable Union bulletin board in each garage, terminal or place of work. Postings by the Union on such bulletin boards are to be confined to official business of the Union and Union information for the 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 28: Personal Identification

If the Employer requires employees to carry personal identification, the cost of such personal identification shall be borne by the Employer and update as needed. Employees must wear such personal identification if required by law.

Article 29: Personnel Files

- 29.1 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.
- 29.2 The Employer shall maintain files in accordance with applicable law for all matters pertaining to a particular employee which shall be accessible to the employee.
- 29.3 The Employer will not release any information in an 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.
- 29.4 Employees will be provided with a copy of any letter regarding that employee that is to be placed in the employee's personnel file.

Article 30: Drug and Alcohol Policy

The Employer, with consent of the Union, shall have the right to adopt, implement, and/or modify a drug and alcohol testing policy that applies to any and all bargaining unit employees.

Article 31: 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 32: Defective Equipment and Dangerous Conditions of Work

32.1 The Employer shall not require employees to take out on the streets or highways any vehicle that is not equipped with the safety equipment-prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped cannot be used by other drivers until the Maintenance Department has adjusted the complaint. The written decision of the Employer in consultation with the on-duty technician shall be final as to whether or not a driver is justified in refusing to operate a Company vehicle. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property. The Company will make every effort to ensure that all radio equipment is functional. The Employer shall not require or assign any employee to work around any unsafe environment or condition. Breaks and lunch shall be scheduled to ensure the safety of tech personnel. No tech shall be required to perform potentially unsafe function without other personnel present. Unsafe situations shall be brought to the attention of management immediately.

32.2 The Employer shall provide fire extinguishers, triangles, working radios, breakdown kits, and first aid kits including biohazard protective materials.

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

Article 33: Seniority

The Employer recognizes the principle of seniority and agrees in connection with layoffs and recall from layoff, bid selection, and vacation schedules (pertaining to mechanics and maintenance), each will be determined on the basis of Seniority Date (as defined below) and by job classification.

- a) Probationary Employees: All new employees shall be employed for a trial period of thirty (30) working days. New employees, during this thirty (30) working day probation period, may be discharged at the will of the Company and such discharge shall not be subject to the grievance procedure or arbitration. The Union and the Employer may mutually agree to extend the probationary period for an additional thirty (30) calendar days. Probationary employees shall be paid at the new hire rate of pay during the probationary

period. In the case of discipline within the probationary period, the Employer shall notify the Union in writing. Seniority lists:

- b) Seniority lists: The Employer will maintain the following separate seniority lists: Employees working as Drivers; Employees working as Monitors; All Technician and Maintenance Employees. Office personnel shall be kept on the same seniority list as they are presently placed.
- c) "Date of hire": Date of hire is based on the date the employee is initially placed on the Company's payroll or the first day of training, whichever comes first. If two or more employees are placed on the payroll on the same date, seniority will be determined by whose day of their birthday is the lowest number; if still tied the next tie breaker will be determined by whose month of their birthday is the lowest number.
- d) "Seniority Date": Seniority Date is defined as the date on which an employee enters a particular job classification (i.e., Driver, Driver's Assistant, Mechanic, Maintenance) for the school district they currently service. If two or more employees have the same Seniority Date with the Company, prevailing seniority will be determined first by the earliest date of hire. If still tied, the next tiebreaker will be whose day of their birthday is the lowest number; if still tied the next tie breaker will be determined by whose month of their birthday is the lowest number.
- e) Layoffs: In the event of layoffs, employees shall be laid off by inverse seniority according to their Seniority Date on their respective seniority list. Recalls from layoff shall be administered in the same manner as described herein.
- f) Transfer to other classifications: In the event of an opening in another classification for which an employee is qualified, said senior employee shall have the right to transfer to the other classification. In such event, employee shall continue to receive holiday pay and benefits under this Agreement based on their date of hire. Once the employee has transferred to the other classification and completed a thirty (30) working day trial period, the employee shall lose their Seniority Date in their prior classification and shall be placed on the seniority list of their new classification in accordance with Subsection (a) of this Article. In the event the employee does not successfully complete the thirty (30) day trial period, the employee shall have the right to return to their prior position.
- g) 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 (No Call No Show) for three (3) consecutive days when working and on a seniority list;
 - 6. If an employee has not worked for the Employer for 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 34: Layoff

The Employer will give all employees and the Union ten (10) working days' notice of layoff due to lack of work or pay in lieu thereof. These provisions shall not apply for drivers or monitors during July or August, or 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 35: Transfer Rights

35.1 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.

35.2 A request to transfer to another Orange County Transit facility will be considered.

Article 36: 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. There shall be a seniority list posted for each job classification for bidding purposes, along with a master seniority list.

Article 37: Leave of Absence

Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer and notice to the Union. The maximum leave of absence shall be for one (1) year. Permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in new or replacement employment. Failure to comply with this provision shall result in the complete loss of seniority

rights for the employees involved. The Company shall notify anyone out on leave when a bid is coming up.

Article 38: Categories and Work Assignments

38.1 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. If an employees' school is closed and the employees' district is open and work is available, employees are required to report to work.

38.2 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 (i.e., less than 24 hours). If more than one (1) person is available within the immediate vicinity, the work shall go to the employee with the most seniority. When Extra Work is known to the Employer 24 hours or more in advance, the work shall be offered in accordance with the Extra Work Seniority List by rotating system.

For the purpose of 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.

38.3 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. Newly qualified employees willing and able to do extra work shall be allowed to sign the Extra Work list after their probationary period.

38.4 Charter Work: Charter work is non-regularly occurring, revenue-producing driving work that is performed for a customer of the Employer and is commonly known as extra work. It will be given to the employees covered within the classification on a basis of a rotating system amongst the qualified employees as outlined in this Article. It is also agreed that there will be no deviations, favoritism or any other schemes to circumvent the intent between the parties. All trips are a minimum of one (1) hour pay.

- A. There shall be five (5) separate charter lists:
 - 1. Weekday (Monday through Friday) "day" trips
 - 2. Night trips (including most sports)
 - 3. Weekend (Saturday or Sunday) trips

4. New York City trips
5. Shuttles (5 or more students) — School to school runs within the Wallkill School district only, all others go off the trip lists.

Any trips that are a drop off and pick-up in the same day the driver will get both; if on separate days; they are considered different trips with different drivers as long as it is operationally feasible. If a person is scheduled to do a drop off and pick-up trip and an emergency occurs when they can't do the second portion of the trip, a driver is picked off the Extra Work list by who is next in order.

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

Trips shall be assigned two weeks in advance when known by management. Employees shall accept/decline a trip in writing within one (1) day of receiving a trip assignment.

38.5 At the beginning of each school year, drivers/monitors 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. Employees may add their name to a list throughout the school year and are placed at the bottom of the rotation list. If a driver/monitor refuses 3 trips in a row, they will meet with management and a steward and may be temporarily removed from the list until they become available to perform charter/extra work.

An employee offered an Extra Work or Charter Assignment may accept or decline the offer. When an employee is offered Extra Work or a Charter Assignment with at least 24 hours' notice and declines the extra 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. In the event there are no takers for the extra work or charter opportunity, the work will be assigned by Management in the reverse order of seniority rotation by forcing the most junior qualified employee who is on the extra work roster.

If the extra work or charter is fewer hours than the driver's normal route, the driver can refuse the extra work or charter assignment without penalty. Drivers that have a scheduled trip can trade with another driver that is also scheduled for a same trip example night, day or weekend trip as long as management is notified and approves. Such approval will not be unreasonably withheld.

38.6 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 or Charter Assignment may accept or decline the offer provided, however, the employee shall be charged with a turn in rotation even if the employee declines the offer for the extra work or charter opportunity. In the event there are no takers for the extra work or charter 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.

38.7 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. Trip records will show who has done trips recently and who is scheduled to do a trip, if known.

38.8 Missed Opportunity for Work: If a driver or monitor is bypassed in the assignment of a Charter or Extra Work (not including emergency 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.

38.9 Work Qualifications: In order to qualify for a category of work under this Agreement, an employee must possess all required current licenses and certificates.

38.10 Employees hired prior to August 1, 2019 shall only be required to work at their locations where they hold seniority. Work performed at any other location will be voluntary and by seniority.

38.11 Drivers and monitors shall receive two (2) hours show-up pay for any charter or extra work assignment that is cancelled and for which they did not receive two (2) hours' notice of the cancellation causing the driver or monitor to report outside of their normal work schedule for the assignment. If the cancellation occurs during their normal work schedule, they will receive their regular standard hours.

38.12 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 work bid during school year will be posted for five (5) working days. Shop Steward may bid for absent employee by written proxy.

38.13 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.

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

Article 39: Route Assignments

39.1 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.

39.2 Notification of Route Work Assignment: The Employer shall notify each qualified returning employee of the date of the Annual Fall Refresher/Route 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. The Employer shall notify employees on any changes to assigned runs prior to the Annual Fall Refresher.

39.3 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 date provided, however, an employee must be fully qualified and licensed to perform all the work involved in the assignments for which the employee 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.

In case a run is eliminated, provided there are no open runs, the affected employee shall have the right to bump the least senior person.

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

39.4 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 the seniority list 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.

39.5 Standby Driver/Monitor: A standby driver/monitor is an employee who has bid a standby position or where there are no open bids available, will work as directed by Management. If there is more than one standby driver/monitor in the standby classification, seniority will be offered whenever possible to the available work assignments. The Company shall exhaust the standby drivers/monitors on site before calling in a casual driver/monitor.

39.6 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 the Company will not withhold an additional 6 months leave if the employee

submits proper documentation. The Company reserves the right to deny any non-medical extension beyond the 6 months based upon the needs at the time of the request. July and August shall not be included in the 6 months. The employee 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/monitor 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. All open temporary routes shall be posted for bid. In the event the employee does not return, the work will be re-posted as a permanent bid.

39.7 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.

39.8 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. All bids shall include the complete route description including hours, start time, school and bus.

39.9 Summer Work: The Company will post a sign-up list for employees who voluntarily choose to work in the summer. Additionally, all employees will be required to provide the Company with a two-week 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 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. During their designated two-week period, employees on the involuntary list shall be required to call in by 12pm on each workday prior to determine whether they will be required to work the next day. The Company will notify employees by 4pm the day prior as to whether additional employees are required to work. 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. All employees needed for this additional work will be chosen using inverse seniority. Should an employee refuse to work, the Company reserves the right to challenge any claim by that employee for unemployment.

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) 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. Any employee has the right to keep their run that they had during the school year at the same hourly rate of pay.
- C. If more employees are needed, then it goes to bid by seniority. Any remaining open bids shall be filled by reverse seniority.
- D. A sub list shall be created for employees willing to sub on summer routes.
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.

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

39.11 Summer Bonus: The summer bonus shall be paid in the first pay period of September.

Drivers and monitors that opt to work an entire summer run, with no scheduled time off working Monday – Friday both an AM and PM shift, shall receive the following summer bonus:

- 1. Employees that work a minimum of 4 weeks:
 - 0 - 10 Years of Service - \$200
 - 10+ Years of Service - \$300
- 2. Employees that work a minimum of two weeks or work only an AM or PM shift shall receive half of the bonus.

Article 40: Exclusive Agreement

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

Article 41: 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 by 12 P.M. On a Holiday week, employees will be paid on last work day before Holiday.
- 2. When an employee fills out a discrepancy 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 15 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 ten (10) working days, shall be included in the employees daily standard hours for each day the work is performed.
4. Anytime the daily standard hours are changed, employees must sign off 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 busses leave the yard and until the last bus returns to the yard after the first tier of late runs. After that time there will be someone available by radio. Trip drivers shall be given a list of contacts to call in an emergency after hours and on weekends.
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 compensation reports 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 by the next business day.

Article 42 – Zonar/GPS

- a. The Union reserves the right to grieve payroll and discipline issues surrounding Zonar/GPS.
- b. The Company will not use Zonar/GPS as the sole basis for any discipline.

Article 43: Termination

This Agreement shall take effect on and be retroactive from the first day of September 1, 2022 (except where agreed otherwise) and shall remain in full force and effect until midnight of August 31, 2027 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.

Holidays

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

Paid Holiday Schedule (Drivers & Monitors)

Term of Employment

Holiday Entitlement

One (1) Year	2 paid holidays: Memorial Day or Thanksgiving Day Personal Floating Holiday
Two (2) Years	3 paid holidays: Memorial Day Thanksgiving Day Personal Floating Holiday
Three (3) Years	4 paid holidays: Memorial Day Thanksgiving Day President's Day Personal Floating Holiday
Four (4) Years	5 paid holidays: Memorial Day Thanksgiving Day & Day After President's Day Personal Floating Holiday
Five (5) Years	6 paid holidays: Memorial Day Thanksgiving Day & Day After President's Day Floating Holiday Personal Floating Holiday
Six (6) Years	7 paid holidays: Memorial Day Thanksgiving Day & Day After President's Day Floating Holiday Columbus Day Personal Floating Holiday
Seven (7) Years	8 paid holidays: Memorial Day Thanksgiving Day & Day After President's Day Floating Holiday Columbus Day Veteran's Day Personal Floating Holiday

Eight (8) Years +

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

Ten (10 Years) +

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

Holiday pay shall consist of the employee's regularly schedule daily route pay. The five (5) year Floating Holiday will be when school is closed and will be determined when the school calendar comes out what date will be used. Personal Floating Holidays may be chosen by each employee on a day their home to school is not running by submitting a Time Off Request Form 3 days in advance.

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 based on the following: Employees hired September 1 - February 28/29 shall receive their holidays on September 1 of the current school year. Employees hired March 1 - August 31 shall receive their holidays on September 1 of the next school year.

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. Employees shall be paid one (1) hour show up pay if they are not notified within 30 minutes of the first scheduled run. If the employees' district is open and work is available, Employees are required to report to work.

Insurance

The Company will make available 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, forty (40) week basis, with coverage extending for fifty-two (52) weeks of the plan year.

The Company will share any premium increases incurring in the 2023, 2024, 2025, 2026 and 2027 equally (50% & 50%) with the employees electing coverage.

The Company shall pay the single premium on the current or comparable Dental and Vision Plan for all employees that elect coverage in the plan.

The Company shall provide a \$20,000 Life Insurance Policy for each employee.

Retirement Savings

Drivers & Monitors shall be able to participate in the Teamsters National 401(k) Savings Plan in such form and manner as required pursuant to the Plan and Declaration of Trust. The Employer shall match up to \$450 annually every year after that for all employees that participate in the Plan. The Union will provide someone to explain the 401(k) Plan.

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

Jury Duty

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

Bereavement Leave

All non-probationary employees shall be granted up to three (3) days off, with pay, or five (5) days when traveling five hundred (500) miles or more, to be verified by the location manager with pay, to either attend or make arrangements, including the day of the funeral, to settle the estate but not to exceed five (5) total days for a death of a member of the employee's immediate family. Immediate family is defined as an employee's spouse, child, mother, father, current step-parent, step-siblings, brother, sister, grandparent, grandchild or in-laws. It is also agreed that in order to be paid, employees must take the time off with no exceptions to this Article. The company shall have the right to require proof of death of such relative in order to be covered by the Article and this benefit.

Miscellaneous

Employees shall receive ten (10) minutes pay for each required pre-trip inspection, and five (5) minutes pay for each required post-trip inspection. The Company shall determine the frequency and content of any pre-trip or post-trip inspection. Such inspections will be performed in accordance with applicable State and Federal Law. Drivers shall not be held liable if the company does not require a pre-trip or post-trip inspection. The performance of vehicle inspections, including time in walking to and from the vehicle, shall be built into each employee's standard hours and shall be paid as time worked. This time along with all other necessary show-up time etc., will be built into each employee's standard daily work hours.

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

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

Up to six (6) regular drivers/monitors and one (1) temporary regular driver/monitor shall be permitted to hold regular bid routes for less than the full weekly schedule.

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) hour notice, you shall receive a guaranteed two (2) hours.

Employees shall receive advanced notice for DOT inspections.

Examinations and Training

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

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

The NYS Driver 30-hour course and Monitor 10-hour course shall be paid at minimum wage.

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 (i.e., 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 they 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. 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

Pay Period: All regular employees covered by this Agreement shall be paid in full each week and not more than seven (7) days shall be held on an employee. Each employee shall be provided with an itemized statement of his gross earnings and deductions made for any purpose. An Employee may have pay direct deposited with written authorization. All employees shall be paid for all time worked. All Employees shall be paid on the last working day before a holiday and any breaks.

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

The Employer shall provide clean and safe overnight lodging. Absent agreement, drivers shall not be required to chaperone passengers outside the bus. Drivers shall not be compelled to share a hotel room. The Employer shall make lodging and transportation arrangements in advance.

Expenses: No employee shall be required to front any lodging, fuel, or repair expenses. Expense reimbursement shall be paid no later than the next pay period following the submission of

receipts.

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

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

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

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

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

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

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.

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

Employees shall submit a time off request form, supplied by the Employer, when absent for any reason. Employees shall receive a copy of all-time off request forms when they are approved or denied within two (2) days.

Mid-day runs shall be guaranteed 1 hour.

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

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

Longevity Bonus will be given each year for all employees as follows:

- Employees with 10+ years of service that work an AM and PM schedule Monday – Friday shall receive an annual \$700 bonus. One payment of \$350 shall be paid the week after Thanksgiving, and a second payment of \$350 shall be paid the first Friday in June.
- Employees with 10+ years of service that work only an AM or PM schedule Monday-Friday, shall receive a \$350 annual bonus and will be paid \$175 on each payment period.
- Employees hired before 9/1/22 with 20+ years of service that work only an AM or PM schedule Monday- Friday, as of 9/1/22 shall receive an annual bonus of \$525 and will be paid \$262.50 on each payment period.

Attendance Bonus

Drivers and monitors will be eligible each month (September thru June) to receive a \$50 bonus for having perfect attendance. Employees that work a half day schedule will be eligible to receive \$25 per month. To qualify to receive the monthly bonus the following must be met:

1. Employee must work Monday through Friday.
2. Must work AM and PM shift for full bonus.
3. Must work either a full AM or full PM shift, Mon-Fri for half bonus.
4. Employees that are absent or late will not be eligible for the bonus in the month of 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 the bonus.
6. Jury Duty and Bereavement Leave will not affect the bonus.
7. Drivers and monitors that qualified for the monthly bonus each month of the school year will receive an additional bonus of \$500 at the end of the school year for Perfect Attendance. Qualified drivers and monitors that work a half day schedule shall receive \$250. The end of the year bonus will be pro-rated for any FMLA, and Military Leave absence.

Drivers and Monitors:

WAGE SCHEDULE:

1. New hires are eligible to receive the 12+ rate in their classification the September following their one (1) year anniversary date working as a driver/monitor for OCT.
2. A new hire with a CDL and school bus driving experience ready to work can start at the 12+ rate for their classification.

Big Bus

	1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
0-12 months	\$22.00	\$23.00	\$23.50	\$24.00	\$24.50
12+	\$25.09	\$25.97	\$26.75	\$27.55	\$28.51
Hired prior to 9/1/18	\$27.28	\$28.37	\$29.50	\$30.68	\$32.06

Van

	1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
0-12 months	\$20.00	\$21.50	\$22.00	\$22.50	\$23.00
12+	\$23.46	\$24.28	\$25.01	\$25.76	\$26.66
Hired prior to 9/1/18	\$24.52	\$25.50	\$26.52	\$27.58	\$28.82

Monitor

	1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
0-12 months	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00
12+	\$17.00	\$17.68	\$18.39	\$19.13	\$19.90

N-2/Mini

	1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
0-12 months	\$16.50	\$17.00	\$17.50	\$18.00	\$18.50
12+	\$18.68	\$19.43	\$20.21	\$21.02	\$21.86

PT Clerical: When working in the capacity of Clerical

New Hire \$15.00

1+ years \$16.00

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 shall receive two (2) paid weeks of vacation and two (2) paid sick days each year.

Wages and Benefits: Technicians and Maintenance Employees

WAGE SCHEDULE:

New Hire Rates	1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
Tech I	\$30.00	\$30.25	\$30.50	\$30.75	\$31.00
Tech II	\$26.00	\$26.25	\$26.50	\$26.75	\$27.00
Tech III	\$24.00	\$24.25	\$24.50	\$24.75	\$25.00
Upon ratification, mechanics will be moved into their respective classification and will receive their increase based upon the rates for the classes in which they are moved. Each year thereafter they will receive the increases below. Upon ratification, mechanics remaining in their same classification will receive the increases below.					
	1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
Tech I	+4.5%	+4%	+4%	+4%	+4.5%
Tech II	+4.5%	+4%	+4%	+4%	+4.5%
Tech III	+4.5%	+4%	+4%	+4%	+4.5%
Mechanics can request in writing to be upgraded into a different classification once every six months and will be upgraded upon successful completion of a proficiency test for each classification (agreed upon with the Company and Union). A designee from the Company and the Union must be present at the time of testing.					

Maintenance & Fueler Helper	1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
Starting Rate	\$26.12	\$26.62	\$26.87	\$27.00	\$27.15
Hired before 9/1/22	+4.5%	+4%	+4%	+4%	+4.5%

Full Time Fueler	1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
Starting Rate	\$27.50	\$28.00	\$28.25	\$28.50	\$29.00
Hired before 9/1/22	+4.5%	+4%	+4%	+4%	+4.5%

Part time or full time Fueler that has a CDL Class B with a P and S Endorsement, Hazmat, Tanker Endorsement and TWIC, will be compensated at an additional \$1.00 per hour while fueling and/or driving the fuel truck.

The Company will sponsor and pay for the full time Fuelers to obtain a Class A License with P and S Endorsements along with Hazmat, Tanker Endorsements and TWIC. A Fueler with all these endorsements will be compensated at the additional \$1.00 per hour for all hours driving either a bus or a fuel truck.

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

All existing and new technicians, maintenance employees and fuelers must have a CDL with all endorsements to drive both a large school bus and school van with children. The Company will provide training for all those employees that currently do not meet these licensing requirements.

Jury Duty

Jury duty time allowed will be compensated at eight (8) hours per day with proof of attendance. An employee is to report to work if relieved from Jury Duty early.

401(k) Plan: Full-time Technician and Maintenance employees shall be able to participate in the Teamsters National 401(k) Plan in accordance with the eligibility conditions and restrictions of the plan. The company will match up to the following:

9/1/2022	9/1/2023	9/1/2024	9/1/2025	9/1/2026
\$575.00	\$575	\$600.00	\$625.00	\$650.00

Insurance

- A. 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.
- B. Rates: Contribution rates are based on a maximum of forty (40) hours per week.
- Upon ratification the hourly contribution rate is \$8.14 per fulltime employee.
 - 1/1/2024 the hourly contribution rate is \$8.95 per fulltime employee.
 - 1/1/2025 the hourly contribution rate is \$9.62 per fulltime employee.
 - 1/1/2026 the hourly contribution rate is \$9.62 per fulltime employee.
 - 1/1/2027 the hourly contribution rate is \$9.90 per fulltime employee.
- C. The Company shall pay the full contribution rate for all existing fulltime employees hired by January 1, 2020.
- D. Fulltime employees hired after January 1, 2020 shall contribute the following toward the hourly contribution rate and deductions shall be made by the Company on a weekly basis:
- The employee shall pay 50% of the contribution rate in the 1st year of employment (listed below):
[\$4.07 of the \$8.14 rate; \$4.47 of the \$8.95 rate; \$4.81 of the \$9.62 rate; \$4.95 of the \$9.90 rate] the Company shall pay remaining 50% of the contribution rate
 - 40% of the contribution rate in the 2nd year of employment (listed below):
[\$3.25 of the \$8.14 rate; \$3.58 of the \$8.95 rate; \$3.84 of the \$9.62 rate; \$3.96 of the \$9.90 rate] The Company shall pay the remaining 60% of the contribution rate.
 - 35% of the contribution rate in the 3rd year of employment (listed below):
[\$2.84 of the \$8.14 rate; \$3.13 of the \$8.95 rate; \$3.36 of the \$9.62 rate; \$3.46 of the \$9.90 rate] The Company shall pay the remaining 65% of the contribution rate.
 - 30% of the contribution rate in the 4th year of employment (listed below):
[\$2.44 of the \$8.14 rate; \$2.68 of the \$8.95 rate; \$2.88 of the \$9.62 rate; \$2.97 of the \$9.90 rate] The Company shall pay the remaining 70% of the contribution rate.
 - 25% of the contribution rate in the 5th year of employment (listed below):
[\$2.04 of the \$8.14 rate; \$2.23 of the \$8.95 rate; \$2.40 of the \$9.62 rate; \$2.47 of the \$9.90 rate] The Company shall pay the remaining 75% of the contribution rate
- E. OPT-OUT:
Employees hired on or after January 1, 2020 may Opt-Out of coverage under the Local 338 Welfare Plan. An employee showing proof of alternate coverage may opt out of the 338 Welfare Fund coverage, however the Company is responsible to pay the Fund contributions in the amount of 25% of the full contribution rate each month. (Example: if the hourly

contribution rate is \$8.14, the company would be responsible for \$2.04 (25%) per hour based on 40 hours.)

Eligible employees that opt-out of the 338 Welfare Plan shall receive ancillary benefits included in the Plan which are; short term disability, life insurance, ADD and PFMLA.

Only the aforementioned Employer contributions shall be due and owing and no employee deductions shall be made or remitted. In order to opt out of coverage, an employee must show proof of coverage annually with an alternate plan before said option will be approved by the Employer, Union and the Fund.

Bereavement Leave

All non-probationary employees shall be granted up to three (3) days off, or five (5) days when traveling five hundred (500) miles or more, to be determined by the location manager, with pay, to either attend or make arrangements, including the day of the funeral, to settle the estate but not to exceed five (5) total days for a death of a member of the employee's immediate family. Immediate family is defined as an employee's spouse, child, mother, father, current step-parent, step-siblings, brother, sister, grandparent, grandchild or in-laws. It is also agreed that in order to be paid, employees must take the time off with no exceptions to this Article. The company shall have the right to require proof of death of such relative in order to be covered by the Article and this benefit.

Hours and Overtime

- A. Pay periods shall begin at 12:01 AM on Sunday and shall end at midnight of the following Saturday. All employees covered under this Agreement shall be paid weekly. The normal workday will consist of eight (8) hours.
- B. One and one-half (1½) times the straight time rate shall be paid for all time worked over forty (40) hours in a week. Holiday and sick time hours shall be included in the calculation of overtime. Overtime shall be voluntary.
- C. All full-time employees shall receive two (2) fifteen-minute paid breaks, a one (1) hour unpaid lunch period. All employees are required to utilize the timeclock or any other software provided by the Company to track employees' hours for all hours paid or unpaid.
- D. The Employer agrees not to eliminate full time positions for the exclusive purpose of replacing the hours with part time employees.

Holidays

- A. All employees covered by this Agreement shall be paid eight (8) hours for the following holidays when no work is performed:

New Year's Day

Memorial Day

Fourth of July

Thanksgiving

Christmas

MLK Jr. Birthday

Labor Day

Day after Thanksgiving

Christmas Eve

Choice of: Yom Kippur, Rosh Hashanah or Veterans Day in the eighth (8th) year of employment.

- B. When an employee's day off falls on a holiday, the employee shall get the day before or the day after the holiday off, subject to mutual agreement between the company and the union.
- i. Employees will be entitled to two (2) Floater holidays to be arranged in advance with the Contract Manager. These Floater holidays shall be used on a Contract Year basis.
 - ii. Employees must work the last scheduled work day preceding the Holiday and the next schedule work day after such holiday in order to be eligible for holiday pay, unless prevented from doing so for reasons above and beyond his control. Employee will be allowed to use any paid day before or after the holiday.
 - iii. If the holidays set forth in paragraph (A) 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.
 - iv. After one (1) year of employment holidays will be paid on September 1st.

Vacations

A. Current 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.
4. Five (5) weeks' vacation with pay after fifteen (15) years' service.

B. Employees hired after 1/1/2020 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 fifteen (15) years' service.

- C. The vacation schedule shall be mutually agreed to between Management and employees.
Employees hired prior to July 2017 shall receive their vacation entitlement on July 1 of each year. Employees hired after July 2017 shall receive their vacation entitlement on their anniversary date each year. Vacation days are usable with prior approval or in an emergency.
- D. Vacation selection requests shall be submitted by June 15 of each calendar year for use during the following year, approval of such requests will be based on seniority. Blackout dates for scheduled time off shall be the last two weeks of August and the first two weeks of September.
- E. Employees may choose to receive a onetime payment each year of one (1) week's pay for unused vacation time.
- F. Mechanics are encouraged to schedule all vacation time and submit the proper paperwork in advance. If the company requests them to work in an emergency, they can opt to either be paid for the time or schedule the time off at another date. They shall not be compelled to cancel vacation plans.

Sick Leave

- A. Each full-time technician and maintenance employee who has been in the employ of the Employer for one (1) year will be paid sick leave of five (5) days, at his regular hourly rate for the contract year and each contract year thereafter.

Covered Employees are entitled to designate their 40 hours of sick time, plus 16 hours of vacation time (for a total of 56 hours) per year as protected paid sick leave under New York State Labor Law Section 196-b and shall be permitted to use such time for any of the covered uses for sick time that are set forth in New York State Labor Law Section 196-b.

- B. New full-time employees who have less than one (1) years' service will be eligible to accrue up to seven (7) paid sick leave days. Such time shall accrue at a rate of leave of one (1) hour for every thirty (30) hours worked, commencing at hire. In accordance with New York State Labor Law Section 196-b, New Covered Employees may use paid sick leave for any of the covered uses set forth in New York State Labor Law Section 196-b.b and may use time in one hour increments. These New Covered Employees may accrue up to a maximum of fifty-six (56) hours per year. Based on an employee's anniversary year. New Covered Employees shall not be entitled to carry over any accrued but unused sick days from one anniversary year to the next. It is mutually recognized by the parties that the terms and conditions of this Paragraph permits such New Covered Employees in their first year of employment to accrue an amount of paid leave which qualifies as a "comparable benefit" under New York State Labor Law Section 196-b since it is an amount that may be earned that meets the recognized amount of paid time off, fifty-six (56) hours, that may be earned pursuant to New York State Labor Law Section 196-b.
- C. These New Covered Employees will not be paid out accrued but unused paid sick leave obtained under this Paragraph when their employment with the Employer ceases.

- D. Upon completion of one year of employment, such employees covered by this Paragraph, shall receive the full allotment of paid vacation time and paid sick days provided for by the CBA. Such paid time off shall be deemed a "comparable benefit" under New York State Labor Law Section 196-b.
- E. Paid sick leave will be made for excused absences from work due to illness. The Service Manager must be notified as early as possible before the employee's regular starting time.
- F. 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.

Tool Allowance

- A. All mechanics will be given the following tool allowance each year:

1/1/2023	9/1/2023	9/1/2024	9/1/2025	9/1/2026
\$525.00	\$550.00	\$575.00	\$600.00	\$625.00

- B. Any tools purchased must be necessary for the performance of the duties of the mechanics on behalf of the Company.
- C. The Company will provide all tools necessary over and above the normal required mechanic's tools in maintenance.

Certifications

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

DOT Bonus

The company shall pay each mechanic the following DOT Bonus each year in April:

- Yearly DOT Rating of 90% - 94.9% one thousand (\$1000) dollars
- Yearly DOT Rating of 95-96.9% one thousand five hundred (\$1500) dollars.
- Yearly DOT Rating of 97% and above two thousand (\$2000) dollars.

Employees working less than one (1) year will receive the bonus on a pro-rated basis based on the yearly rating of \$85; \$125; \$170 per full month worked.

Miscellaneous

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

Uniforms

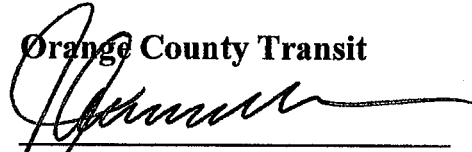
The technician and maintenance staff shall be provided with weather-acceptable clothing (i.e.: gloves, coats, etc.), along with the following annual work boot allowance upon submission of receipt of purchase for work boots and the following annual allowance for prescription safety glasses with receipt, reimbursed within two pay periods.

Work Boot	9/1/2023	9/1/2024	9/1/2025	9/1/2026	9/1/2026
Allowance	\$160.00	\$165.00	\$170.00	\$175.00	\$180.00

Prescription	9/1/2023	9/1/2024	9/1/2025	9/1/2026	9/1/2026
Safety Glasses	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00

All mechanics are required to wear safety glasses whether prescription or not while in the maintenance shop.

Orange County Transit


 John Mensch
 President

Date: 5/17/23

Teamsters Local 445


 Lori Polesel
 President

Date: 5/17/23