

BAUMANN & SONS BUSES, INC.

LAST, BEST & FINAL OFFER

THIS LAST, BEST & FINAL OFFER IS PRESENTED AS A COMPREHENSIVE PACKAGE. THE EMPLOYER RESERVES THE RIGHT TO MODIFY, AMEND, OR DELETE ALL OR ANY PART OF THIS LAST, BEST & FINAL OFFER BASED ON FUTURE EVENTS THAT ALTER THE CIRCUMSTANCES UNDER WHICH THIS LAST, BEST & FINAL OFFER IS PRESENTED.

Once an agreement is finalized the parties agree to correct any inadvertent errors or typos.

October 8, 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BAUMANN & SONS BUSES, INC.

&

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 1205**

Ratification Date – June 30, 20152018

PREAMBLE

THIS AGREEMENT is made and entered into this 15th-day of June, 2010, 2015, and effective upon its ratification date (June 23, 2010)the date set forth below in this paragraph, by and between International Brotherhood of Teamsters Local 1205 located at 246 Conklin Street, Farmingdale, New York 11735, hereinafter referred to as the "Union," and Baumann & Sons Buses, Inc., headquartered at 3355 Veterans Memorial Highway, Ronkonkoma, New York 11779, hereinafter referred to as the "Employer" or "Company." There are no retroactive provisions in this Agreement that will go into effect for periods prior to the day after the ratification date. The effective date of this Agreement shall be the day after the ratification date, provided that such ratification occurs on or before October 17, 2015.

WHEREAS, the interests of fostering mutual understanding, and in order to create a harmonious relationship between the Company and the employees in the bargaining unit herein defined and to enhance Company growth, it is hereby agreed that:

ARTICLE 1: RECOGNITION

1.1 The Employer agrees to and does hereby recognize the Union as the sole and exclusive representative of the bargaining unit certified by the National Labor Relations Board, specifically all full-time and regular part-time drivers, drivers assistants, mechanics and maintenance employees employed by the Employer at its facilities located at: 1-Grumman Road East, Bethpage, NY; 3040 and 3064 (Three Village) Veterans Memorial Highway, Bohemia, NY; 65 Court Street, Copiague, NY; 30 West Yaphank Road, Coram, NY; 441 Eastern Parkway, East Farmingdale, NY; 24 Railroad Avenue, East Northport, NY; 165 Cantiague Rock Road, Westbury, NY; and 100 Windsor Place, Central Islip, NY; ; and the following facilities (which ceased operating between June 1, 2010 and June 30, 2015) should any of which be reopened by the Employer for the purposes of performing work customarily and historically performed by the

Local 1205 Bargaining Unit: 1 Grumman Road East, Bethpage, NY; 3064 Veterans Memorial Highway, Bohemia, NY; 441 Eastern Parkway, East Farmingdale, NY; 859 Old Riverhead Road, Westhampton, NY; and 1793 Louis Kossuth Avenue, Ronkonkoma, NY; and Three Village, NY. See Election Certification 29-RC-11819, and 100 Windsor Place, Central Islip, NY. The Union is recognized for the purpose of collective bargaining with respect to the rates of pay, hours of work and other conditions of employment for that bargaining unit. Expressly excluded from the unit are all clerical employees, dispatchers, guards, and supervisors as defined in Section 2(11) of the Act.

ARTICLE 2: DRIVER AND DRIVER'S ASSISTANT CLASSIFICATIONS AND DEFINITIONS

A. Job Classifications

2.1 Full-Time: A Driver or Driver Assistant whose normally scheduled hours are eight (8) hours per day, five days per week, fifty-two (52) weeks per year.

2.2 Regular Part-Time: A Driver or Driver Assistant who normally works a combination of runs (both a.m. and p.m. reports) totaling less than eight (8) hours per day, for five (5) consecutive days (Monday to Friday) per week, a minimum of twenty (20) hours per week.

2.3 Part-Time a.m. or Part-Time p.m.: A Driver or Driver Assistant who normally works five (5) days per week for either an a.m. or a p.m. report, but who is not scheduled to work both a.m. and p.m. shifts.

2.4 Spare Driver or Driver's Assistant: A Driver or Driver's Assistant who is fully capable of performing all duties of a regular part-time Driver or Driver's Assistant for each of five (5) days (Monday to Friday) in a week (including, as a minimum, working either an a.m. or p.m. report/run), but who is not assigned to a regular route.

2.5 Terminal Relief: A Driver who works an a.m. and p.m. schedule five (5) days per week on a regular part-time basis. These employees shall perform work that is required by the Company including, but limited to assisting in dispatch, assisting in set up, routing, answering phones, providing instructions to Drivers regarding changes, performing the functions of a full-time Driver, part-time Driver, spare Driver, or ramp "wheelchair" Driver. The designation of an employee as a Terminal Relief position shall be vested solely in the Company.

2.6 Casual Driver: A Driver who does not fall into any of the classifications set forth in subsections 2.1 – 2.5, above. To remain on active status, casual Drivers must contact their assigned terminals each week, as directed by management.

B. Definitions

2.7 Bus Driver: An employee who holds a Class A, B, or C Driver's license with "P" and "S" endorsements and performs the duties of driving a bus of a minimum length of 32 feet.

2.8 Van Driver: An employee who holds a Class A, B, or C license with "P" and "S" endorsements and performs the duties of driving a van.

2.9 Ramp "Wheelchair" Driver: An employee who holds a Class A, B or C license with "P" and "S" endorsements and performs the duties of driving a ramp, lift, or wheelchair type van or bus.

2.10 Ramp "Wheelchair" Driver Assistant: An employee who is responsible for the safety and order of all passengers on a vehicle including passengers who utilize a wheelchair and the ramp and/or lift to enter and exit the bus or van. This employee also assists the Driver and is responsible to have a working knowledge of the route, including an up-to-date turn-for-turn (left/right) sheet with appropriate pick-up and drop-off times. An employee who is assigned

to a wheelchair route but is only responsible solely for a child or children who do not use a wheelchair shall not be considered a Ramp/Wheelchair Driver Assistant.

2-402.11 Lead Driver: An employee who serves as a Lead Driver, as may be required by a particular school or school district, may be given responsibilities that may include: recording information on school check-in sheets, checking for on-time vehicles, notifying dispatch about late vehicle, contacting school personnel for delivering routing information or related problems, or such other items as may be requested by the Employer and/or a particular school or school district. Lead Drivers shall receive a premium of one-quarter hour's pay per report or time spent working in excess of the normal guarantee, whichever is greater. Driver's Assistants assigned to Lead Drivers do not receive this additional pay unless they work such time. Available Lead Driver positions shall be awarded on the basis of terminal seniority on the route to Drivers so desiring such positions.

2-412.12 Coach Driver: An employee who is approved and regulated by the Interstate Commerce Commission with a Class A or Class B license with "P" and "S" endorsements and who operates a Coach vehicle for the Employer.

2-422.13 Driver's Assistant: An employee who is responsible for the safety and order of all passengers on a vehicle. This employee assists the Driver and is responsible to have a working knowledge of the route, including an up-to-date turn-for-turn (left/right) sheet with appropriate pick-up and drop-off times.

2-432.14 Vehicle Operating Restrictions: Each of the above-described classifications may have operating restrictions imposed by the State Department of Motor Vehicles, which may prohibit or restrict an employee from operating certain vehicles.

ARTICLE 3: UNION SECURITY AND CHECK OFF

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution or effective date of this Agreement, whichever is later, shall remain members in good standing for the term of this Agreement. Those who are not members in good standing on the execution or effective date of this Agreement, whichever is later, shall on the thirtieth (30th) day following the execution or effective date of this Agreement, whichever is later, become and remain members in good standing in the Union for the term of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its execution or effective date, whichever is later, shall, after thirty (30) days from the beginning of such employment and for the term of this Agreement, become and remain members in good standing in the Union. The requirement of membership in good standing under this Article is satisfied by the payment of the uniform dues and assessments required by the Union, as may be permitted and/or limited by applicable law. In addition, for all newly hired employees ~~hired after the ratification date of this Agreement~~, the Union may require an initiation fee (in an amount to be determined by the Union). Said initiation fee shall be deducted from each employee's pay in increments of \$25 per week until fully satisfied, unless the employee authorizes the Union and the Employer to deduct a greater amount.

The Employer shall, ~~within twenty-one (21) days of an~~ after thirty (30) days of hiring of an employee commencing work under this Agreement, notify the Union in writing of the employment of such employee covered by this Agreement giving the employee's name, address, date of hire and position. Upon notice from the Union to the Employer that any employee is delinquent in payment of, or has failed to tender the initiation fee and periodic dues uniformly required as a condition of acquiring and/or retaining membership in good standing, and further

provided that such condition has remained in effect uncured for no less than thirty (30) calendar days from the time that the employee is first notified of the deficiency or lateness by the Union, the Employer shall immediately discharge such employee and advise the Union thereof in writing by Certified Mail, Return Receipt Requested, of its action taken. ~~The Union confirms the contractual obligation that all employees must tender dues after 30 days employment.~~

The Employer agrees to deduct monthly, from the first week's earnings of the employees, the periodic dues, assessments, initiation fees, and fines due the Union, upon receiving the written authorization of the employee in compliance with all requirements of law, and to transmit such sums collected by the Employer to the Union no later than the fourteenth (14th) day of the month following the month in which such sums are collected. The Employer shall furnish the Union with a record of those from whom deductions have been made and the amount of such deductions at the time of transmitting such sums as has been collected.

3.1 The Union shall indemnify and hold harmless the Employer against any or all suits, claims or obligations that may arise by reason of the application of the provisions of this Article.

ARTICLE 4: PROBATIONARY PERIOD

4.1 Newly hired employees shall be considered probationary for a period of sixty (60) calendar days from their first day of employment. The employer shall have the right to extend the probationary period by thirty (30) calendar days upon prior written notice to the Union.

4.2 Notwithstanding any other provision of this Agreement, the Employer, in its sole discretion, may at any time prior to the completion of the probationary period lay off, discipline or discharge any probationary employee, with or without cause, and any such decision to lay off, discipline, or discharge shall not be subject to the grievance and arbitration procedures

of this Agreement set forth at Article 31. Further, Probationary employees shall not be entitled to any of the other benefits or protections set forth in this Agreement, except as may be expressly provided herein.

ARTICLE 5: HIRING AND SENIORITY

5.1 The Employer and the Union agree that neither party will discriminate against applicants for employment because of their membership or non-membership in the Union.

5.2 The Employer may hire new employees only upon condition that all the employees of the Employer on layoff in the bargaining unit are first offered employment in accordance with their respective seniority rights.

5.3 The Employer recognizes the principle of seniority and agrees in connection with layoffs and recall from layoff, and vacation schedules (pertaining to mechanics and maintenance employees only), each will be determined on the basis of seniority date and by job classification.

(a) Seniority lists: The Employer will maintain separate seniority lists for Bus Drivers, Van Drivers, Driver Assistants, Mechanics, and Maintenance Employees—~~Each of those seniority lists will be further subdivided into the Job Classifications defined in Article 2, at each terminal.~~

(b) "Date of hire": Date of hire is based on the date the employee is initially placed on the Company's payroll. 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.

(c) “Seniority date”: Seniority date is based on the date an employee enters a particular job ~~classification~~ (i.e., Driver, Driver’s Assistant, Mechanic, or Maintenance) at a terminal. 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 tiebreaker will be determined by whose month of their birthday is the lowest number.

(d) Loss of seniority: An employee shall lose her seniority rights and all other rights under this Agreement if any of the following occurs:

- (i) She quits, resigns, or abandons her job;
- (ii) She retires;
- (iii) She is justifiably discharged and not reinstated;
- (iv) She does not return to work upon recall from layoff (within ~~57~~ days of notice to last known address) or does not return from summer recess (as indicated by failing to participate in the bid process);
- (v) She is laid off for a period in excess of ~~eighteen (18) months~~ one calendar year in duration;
- (vi) She accepts other employment while on leave of absence without the consent of the Employer;
- (vii) She overstays a leave of absence granted by the Employer without securing an extension of such leave in writing. Extenuating circumstances may warrant a review as reasonably determined by the Employer;
- (viii) She is absent from work for three (3) consecutive work days as a no call/no show. Extenuating circumstances may be considered in the reasonable judgment of the Employer; or
- (ix) She is absent from work due to illness or injury for ~~twenty-four (24) eighteen (18)~~ months (unless a longer period is required by local, state, or federal law).

5.4 Subject to Article 40, the Employer shall furnish the Union a revised and true seniority list of Drivers, Driver Assistants, Mechanics, and Maintenance employees by location every six months, if there have been additions or deletions during such period. Each location’s seniority list shall be posted.

5.5 When ~~a new employees are~~ Driver or Driver Assistant is hired and there are no open runs, the employee will be classified as a “Spare Driver,” as that term is defined in Article 2, subparagraph 2.4, of this Agreement, but will serve as a standby employee and will not be entitled to the hours or any other guarantees set forth in Article 10. Rather, they will be paid only for hours worked until such time they successfully bid on an open position. An employee may not be classified as a standby after satisfying her probationary period, and if retained subject to the terms applicable to regular employees given their seniority.

5.6 Any employee who is promoted out of the bargaining unit to a management position will have a thirty (30) calendar day trial period in that position. During this thirty (30) calendar day period, their original seniority will be retained. If, after the thirty (30) calendar day period, she decides to terminate her non-bargaining unit management position, she will be put at the bottom of the seniority list.

5.7 Transfers: Job openings shall be first filled from within the same job classification on the basis of seniority date within the applicable terminal. If an opening cannot be filled in that manner, the Employer will consider transfers from other job classifications and the successful candidate will be determined on the basis of date of hire, provided the employee has the necessary experience, skill, and ability to perform the work, each in the reasonable discretion of the Employer. Employees applying for such new positions may be subject to an interview by the Employer. In the event that the position is not filled through the preceding provisions of this Paragraph, addition, employees from another yard (who complete a transfer

request form and provided the employee has the necessary experience, skill, and ability to perform the work in the reasonable discretion of the Employer) will be considered for the position based on seniority and subject to the may also be permitted to change yards with the prior permission of management, which shall not be unreasonably withheld and for extraordinary reasons.

- (a) For upgrades: Employees who transfer and as a result upgrade to a "higher classification" (i.e., Driver Assistant to Van Driver, Maintenance to Mechanic, Van Driver to Bus Driver) shall retain their pre-upgrade benefit levels, but shall be treated as new hires for all other purposes, including pick priority and pay rates. Seniority for "upgraded" employees begins within the new classification when the employee is assigned a permanent position (run) within their new classification.
- (b) For downgrades: Employees who voluntarily or involuntarily transfer and as a result downgrade to a "lower classification" (i.e., Bus Driver to Van Driver, Van Driver to Driver Assistant, Mechanic to Maintenance) shall retain their pre-downgrade benefit levels and pick preference. Pay rates shall be determined within the new classification based on the original date of hire. If an employee that is involuntarily downgraded returns to her prior classification, she shall resume her seniority in the upgraded classification for all purposes, except that if the employee has previously failed to upgrade to an open position in her prior position, she shall be subject to the provisions of paragraph (a) above for any subsequent upgrade.
- (c) For transfers involving no change in classifications due to loss of work ("Bump Transfers"): Unit employees who transfer from one terminal to another due to loss of work shall keep their seniority from within the job classification for all purposes, including pick priority, pay rates, and benefit levels. If work returns to the employee's original terminal within a year, the employee may bid on the work at such original terminal using her original pick seniority for that terminal. Employees desiring to exercise such pick rights must notify the Employer of her intent to bid at the prior facility no later than one week prior to bidding any such available work.
- (d) For voluntary transfers involving no change in classifications ("Lateral Transfers"): Unit employees who voluntarily transfer from one terminal to another shall keep their seniority from within

the job classification for purposes of pay rates and benefit levels, but shall be treated as a new hire for purposes of pick priority at the new terminal.

- (e) For transfers from outside the Unit to the Unit: Employees who transfer from a Company terminal not covered by this Agreement into one which is covered by this Agreement shall have their pay rates and benefit levels determined by the paragraphs immediately preceding this section, but shall be treated as new hires for all other purposes, including pick priority, in all circumstances.

5.8 Temporary Loss of Status: Employees who temporarily lose their license or ability to work in their regular classification due to (i) insurance lapse, (ii) unpaid traffic or parking tickets, (iii) child support obligations, or (iv) any non-moving violations or similar items resulting in such loss of status, may be afforded the opportunity to serve in non-driving Spare positions during the time spent restoring their license or status. If the Company does not have an opening for such an individual, they will be placed on unpaid layoff status. This provision shall in no way limit the Company's express right to terminate (subject to the Grievance and Arbitration procedure set forth in Article 31) the employment of any individual who commits a vehicular or other offense which results in the loss of her license and disqualifies her from performing duties for the Company, as determined by the State or Department of Motor Vehicles, or as provided elsewhere under this Agreement or Company Policies.

5.9 Employees are expected to provide two weeks' notice of resignation, however the Employer may accept such notice at any time during the two weeks and not allow the employee to continue working. The employee shall not be paid for remaining time if dismissed prior to the two weeks, but will still receive any earned unused vacation days (for maintenance and mechanics) and for earned unused sick days, each to the extent they are entitled to same as set forth elsewhere under this Agreement.

ARTICLE 6: PICK SYSTEM

6.1 Bid packages with as much information as possible concerning start time and route length shall be posted by the Company once a year in the month of August (for school year or full year work), and once a year in June (strictly for summer work). It is understood and agreed by the Parties that the information contained in the bid packages does not constitute a guarantee of any type, and is subject to change by the Company's customers. Bid packages will be provided to the Union as soon as possible and further subject to Article 40. The bid packages will indicate the type of vehicle and license the driver must possess to bid a particular package, as well as the start time and route length. The bid packages will also include Spare Drivers and Spare Driver's Assistants.

6.2 By May ~~31st~~ 15th of each year, employees must submit the Company-issued form indicating their intent to work the upcoming summer (subject to the procedure set forth in paragraph 6.12 of this Article 6) and/or school year. The Company will then provide a list of these employees to the Union.

6.3 Written notice of the pick dates will be sent to the Union with as much advance notice as reasonably possible. The Company shall continue its current practice for notifying employees of pick dates. The Company and the Union will then jointly conduct the pick process.

6.4 Terminal-based Drivers and Drivers Assistants shall pick runs at the terminal where they were employed prior to the commencement of the school year in the order of their seniority (within classification) at that terminal. ~~Driver Assistants, except for those on home vehicles (excluding Home Driver Assistants on Westhampton and Three Village routes), will pick their route assignments according to seniority. New employees. New employees with the same date of hire~~ who will pick in the beginning of the summer or a school year shall have

their seniority 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.

6.5 ~~The Company has the right not to utilize home drivers, home driver assistants, and park out routes. Should the Company choose to utilize home drivers, home driver assistants, or park out routes in a subsequent school year, it shall notify the Union no later than June 1.~~ Those employees who wish to serve as Home Drivers and Home Driver Assistants must ~~then~~ inform the Company, in writing, by August 15th of each year of their desire to do so. As stated in Article 8, subparagraph 8.7, Home Drivers and Home Driver Assistants shall be designated by the Company from those who indicate such a preference. The Company reserves the right to designate Home Drivers based first on geography, then by seniority. Home Driver Assistants shall be paired up with Home Drivers on the basis of geographic proximity to the Home Drivers or passengers. The Parties confirm the Company's rights to designate assignment of home driver, home DA and parkout routes.

6.6 If the school district revises its schedule, the Employer may revise its schedules and post said revised schedules for pick. If any major schedule revisions are made, the Union may request another pick.

6.7 ~~New positions and~~ positions that become vacant during the school year will be bid out and backfilled on the basis of terminal seniority, or geographic proximity in the case of home vehicle positions. All vacancies shall be posted ~~by~~ ~~on~~ the ~~Company/Union's~~ bulletin board for at least 48 hours. The winning bidder shall be promptly notified and moved to the new route as expeditiously as is reasonably possible. Should no one bid on the vacant position, the Employer shall be permitted to hire from whatever sources they choose. ~~The Parties clarify that, to transfer an employee seeking a voluntary transfer from another terminal, to transfer the vacant position to another terminal, or assign the least senior employee without a~~

route to the vacancy. The number of re-bids under this section is not limited within the group of eligible employees at the terminal.

Notwithstanding the above, after ~~June~~May 15 during the school year (for school year routes) and at any point after the summer schedule begins, (for summer routes), the Employer has the discretion to assign employees to vacancies (but not for new routes) for the remainder of the school year or summer.

6.8 If the Employer loses work at a particular terminal resulting in a layoff of employees, the displaced employees ("Bump Transfers") may transfer to another terminal according to seniority and be dovetailed on to the regular seniority list. If the work loss occurs after the start of the school year, an employee may transfer into another terminal according to seniority, but will be assigned a vacant route. If there are no vacant routes available, the least senior employee will be bumped. There shall be no more than three (3) bumps one (1) bump per laid off employee at a terminal as a result of such route or bid position elimination. Once there are three (3) bumps, the last bumped, a bumped employee cannot exercise any further bumping rights over less senior employees.

6.9 Additional runs added to packages after the annual bid shall be assigned to the driver who can most efficiently and/or economically accomplish the additional run(s), as reasonably determined by the Company. If there is more than one such driver who could accomplish the work with equal efficiency and/or economy, then the additional run shall be offered by seniority. If no one volunteers, the least senior of such drivers shall be assigned the work. If the work is assigned, the employee assigned the work shall be given a reasonably short time to adjust her affairs to accommodate the new piece, but no more than one (1) week. If an employee refuses the assignment, she shall be paid for time worked only.

6.10 Upon return from a protected leave, an employee will be restored to her former position if she can return to work within sixty (60) days twelve weeks.

6.11 If an employee on a protected leave cannot return to work within sixty (60) days twelve weeks, she shall retain her pay rate and seniority date and be offered an available reasonably equivalent position at the time of her return. The employee will remain in that position for the remainder of the school year or until another vacancy becomes available as set forth herein. If no package becomes available, she will be treated as a Spare Driver or Spare Driver Assistant (based on whichever job classification they served in prior to leave).

6.12 When a successful bidder for bidding a late run or additional work, the Company shall have the right to refuse to assign such work if such assignment will end up with a package cause the employee to work in excess of forty four (44) hours in the week, the Company shall have the right to refuse to assign such work to said employee.

6.13 Summer Picks:

- (a) All employees desiring to work the summer school session shall express their intent by signing up for summer work by May ~~31~~¹⁵ of each year.
- (b) Summer picks will be posted in June if available. Pay and benefits are subject to the Upgrade and Downgrade rules set forth in Article 5, subparagraph 5.7.
- (c) All summer work shall be picked on the basis of Company seniority within terminal, among those who are qualified to perform the particular assignment. All new work that comes in after the summer pick shall be posted for bid. Should the Company not obtain a sufficient number of volunteers for summer work, it may offer work to employees at nearby terminals (as determined by the Company) in seniority order. If the Company still cannot obtain a sufficient number of volunteers, it shall be permitted to cover the work by any means necessary, including forcing available employees (first within the terminal, then at geographically proximate terminals) in reverse seniority order.

- (i) Summer picks at locations other than Coram—pick by classification consistent with past practice. Big bus drivers shall not be unreasonably denied the ability to downgrade to van drivers, provided such request to downgrade is consistent with past practice and provided the employee accepts the terms of the downgrade. Company has the right to ensure that its big bus runs if any, are covered by bus drivers.
- (ii) Summer ~~pick~~picks at Coram—pick by overall seniority. Company has the right to ensure that its big bus runs, if any, are covered by bus drivers.
- (d) Employees who declared themselves available for summer work may elect to pass up the work as long as there are ample employees to cover the work. If there are not ample employees, those employees who declared themselves available for work must work (in inverse seniority order). Failure to do so shall disqualify them for unemployment and subject them to the requirements of paragraph (f) below regarding medical coverage.
- (e) In the event that there is still work to be picked, employees who did not sign up for summer work shall be given the option to pick on the basis of seniority, and in their category (i.e., Bus Drivers are eligible to drive buses, and Van Drivers are eligible to drive vans).
- ~~(f)~~ Any employee forced to work for the summer who refuses to do so or one who does not declare herself available for summer work shall be ineligible for unemployment benefits and, ~~following November 30, 2011, also~~ shall also bear responsibility for the entire July and August medical premium at COBRA rates (if coverage is elected by the employee or the employee may elect no coverage at all). Employer contributions are not reinstated until said employee(s) return(s) to work.
- ~~(g)~~ The ~~e~~employee is financially responsible to the Company for their portion of the employee's medical contributions for the summer months if coverage continues, regardless of whether the employee returns for work in the fall.
- ~~(h)~~ All employees who pick summer work must work their picked routes to the completion of the bidded pick. There shall be no splitting of routes.

An employee who is unable to attend a pick may give the Shop Steward her selections, in writing, and the Shop Steward may select according to the employee's pick preferences. If the

employee's preferred picks are not available, the Shop Steward may, in his/her discretion, make a selection on the employee's behalf. The Parties hereby acknowledge that the results of a pick made by a Shop Steward on the employee's written authorization pursuant to this paragraph may not be grieved, and are not subject to grievance and arbitration under the provisions set forth in Article 31 of this Agreement.

6.14 BID PACKAGE CLARIFICATIONS

- (a) During the bid process, the Company shall be required to attach all opening/closing calendars to Driver and Driver Assistant bids except that in the event a calendar has not yet been published by the customer for a particular route, the Company may post such routes/bids without a calendar (by marking them as "No Calendar Available") and any employee bidding on such routes is doing so at her own risk, recognizing that the bid may have closed or have altered dates that are not yet known. In the event a route is bid without a calendar, the rules of this Consent Award Article and Section shall nonetheless fully apply and the Company shall be required to provide a Calendar to the affected employee as soon as reasonably possible after such time as a calendar is published. Given that employees often receive calendars and/or updated calendars from the customer/school, employees are responsible for promptly notifying the Company of same and to provide copies as soon as reasonably possible. ~~Calendar changes shall not serve to eliminate a day's work if made on less than one calendar weeks' notice for BOCES runs and if made on less than thirty one (31) calendar days' notice for all other runs.~~ In the event that the school/customer calendar is changed after the posted bid is selected, the affected employee shall abide by the revised calendar. It is further understood and agreed that employees must diligently and accurately complete their three (3) day and/or five (5) day notices of absenteeism, when required by the school/customer, so that customers/schools may be properly notified of possible changes to routes. The Company shall notify employees of such three (3) day or five (5) day requirements in the bid package or at such time as such requirements become known to the Company. ~~Where (a) the school/customer changes its calendar in May or June only as a result of unused snow days and eliminates days from an Employee's bid calendar or (b) BOCES changes its calendar on less than 31 days' notice, the employee may elect to replace either such day with a vacation day, provided she gives the Company advance notice of same and further provided the employee is not needed by the Company for Other Work on that day. However, in~~

~~such circumstances, the 30-day advance notice of a vacation request required under Article 12.4 of the CBA shall be waived. If the employee provides fourteen (14) days' advance notice, the Company will process the vacation pay in the payroll week in question for such vacation days set forth in this paragraph.~~

- (b) Spare bids shall also be bid with a calendar of days to be worked and the establishment of such calendar is at the discretion of the Company. ~~Spare bids shall set forth a list of their recess weeks and other days off, if any.~~ If the spare bid is without a calendar, spares must be given calendars and this should be done on or about October 15 of each year. ~~Spares are expected to work each day (unless a terminal is closed or they are scheduled off for a holiday), Monday through Friday, until receipt of a calendar indicating recess weeks for the spare bid.~~
- (c) The Company is permitted to alter, revise or re-evaluate (up or down) the time standards associated with an employee's regular bid package at the following times:
 - (i) At any time that the bid package is changed by the customer/school,
 - (ii) Once up through October 15 of each school year,
 - (iii) Another time through December 15 of each school year,
 - (iv) Another time through February 15 of each school year,
 - (v) Another time through April 15 of each school year, and
 - (vi) Once per each summer session during the summer months.
- (d) ~~Bids~~Bid packages shall set forth a good faith estimate of the amount of time needed to complete the work on the route.

~~(e) 39-Week Guarantee — The 39-Week Guarantee in Article 10.1 is clarified to provide that there is no specific guarantee of 39 Weeks of employment for any employee or any set number of days per week for any employee. Hereafter, the 39-Week Guarantee shall be referred to as the Normal School Year. Accordingly, it is confirmed that the Normal School Year for employees is 39 weeks in length, but said Normal School Year is not a guarantee.~~

~~(f)~~ (e) An employee that has a piece added to her route will lose the Daily Minimum Guarantee (and receive running time only) if she refuses to accept it (although she shall be given a reasonable short period

to adjust her affairs to accommodate the new piece—no more than one week). The Employer shall retain all other applicable rights under the CBA with respect to such a refusal. This section shall otherwise be subject to applicable provisions of the CBA (e.g., Article 6.9). An example of economic efficiency would be adding a piece to a route that has less hours than provided under the Minimum Guarantee and an example of seniority taking effect would occur if two (2) otherwise similarly situated employees in the same yard were each one (1) hour short of the minimum, in which case the additional piece would be offered by seniority.

~~(g)~~ (f) Adding children to an existing route does not constitute adding a "piece" to a route as contemplated by paragraph f above.

6.15 ~~The~~ Employer retains the right to prevent individuals related by blood or marriage from working as Driver/Driver Assistant team, to the extent permissible by law.

6.16 Any employee that ~~returns~~refuses to do a run ~~to~~for the Company after it has been picked has abandoned their job. ~~This provision does not apply to simple mistakes made by an employee who selected an undesired bid provided such mistakes are corrected during the bid process (prior to the time the next run is selected) and on the same day the mistaken bid was selected, she shall select from bids available.~~

ARTICLE 7: LAYOFF AND RECALL

7.1 At each terminal, the last employee hired into a particular classification shall be the first employee laid off, and the last employee laid off in a particular classification shall be the first employee recalled from the layoff list, provided that she returns to work within ~~seven~~ (7) five (5) working days of the date of mailing of the Employer's notice of recall sent by USPS delivery confirmation/registered mail notice, return receipt requested, which notification shall be sent to her last address on file with the Employer, with a copy provided by email to the Union. Employees who fail to report for working within the required time shall forfeit all seniority

rights. The Employer shall have the right to hire temporary employees to fill vacancies until employees report to work in such vacancies. As set forth in Article 26, subparagraph 26.4, Stewards and Assistant Stewards shall have super seniority at their terminal and within their classification for layoff purposes only.

7.2 The Employer agrees to notify all employees (by any means) and the Union (by email) of a permanent layoff no later than the end of the shift preceding such layoff. This provision shall not apply if a layoff is caused by strike, acts of God, or other reasons beyond the control of the Employer. In the case of temporary layoffs, the Employer agrees to notify the employees involved, and ~~their Shop Stewards~~the Union, no later than the close of their shift on the regular work day preceding the anticipated layoff. Temporary layoff is defined as a layoff the Employer anticipates will not exceed ninety (90) days.

7.3 Employees laid off for the summer shall not receive the written layoff notice set forth in Section 7.1, above. Rather, such employees who wish to work for the Company during a new school year shall participate in the fall bidding process.

ARTICLE 8: WORK SCHEDULES AND HOURS

8.1 The workweek shall begin on Sunday and end on the following Saturday. Employees may be scheduled to work on any of the seven (7) days of the workweek. Employee hours and schedules are set and modified based on the Company's needs. The Employer may, on occasion, require employees to work during the evening and weekends. Employees must cooperate with the Employer to the fullest extent possible to accommodate any modifications.

8.2 The Employer shall endeavor to provide as much advance notice of schedule changes to the affected employee(s) as practicable.

8.3 Employees may not come in late or leave early in place of taking their meal.

8.4 "Work time" for Drivers and Driver Assistants (each of whom report to the terminal) shall begin at her report time and end when her vehicle is secured in its place in the yard, including post-trip, at the completion of her route (and, if required by the Company, the yard is secured). "Work time" includes: (i) travel time from the terminal to the first pick-up; (ii) travel time between pick-ups; (iii) travel time to and from schools; (iv) travel time between schools; (v) travel time from the last school or drop-off back to the terminal; (vi) required pre- and post-trip inspection; and (vii) fueling time. It is not required that DA's and the drivers on their routes have the same bid or working time. It is further not required that each of the seven listed items above be incorporated into each bid, rather if the items are performed and worked they are to be paid. Work time also includes reasonable time spent (1) submitting to Employer or DOT required drug tests, (2) Company-required in-house retraining, and (3) time spent changing routes including drv runs, but excludes refresher training and other items required by law for an employee to maintain their certification to perform work.

Employees will only be compensated for actual time worked or their bid package, whichever is greater. Therefore, employees need not be compensated during down time between reports when they are relieved of their duties. ~~The Parties clarify that, effective November 30, 2011,~~ Employees shall be paid as follows while performing certain work:

- (a) When someone fuels their own vehicle she shall receive her regular rate of pay in effect at the time.
- (b) When someone fuels other vehicles she shall receive the gas jockeying rate set forth in the task specific job section of this CBA.
- (c) When Bus Drills occur, the employee shall receive her regular rate of pay in effect at the time.
- (d) For (a) and (c) above, pay is only paid if the time worked exceeds the regular bid package.
- ~~(e)~~ Drivers shall receive their regular rate for time spent completing left/right sheets.

8.5 Bid Package Clarification & Guaranteed Days of Pay for School Year Bids and 12 month bids (during the school year period)

This Section 8.5 applies to school year bids and 12 month bids (but only during the school year period) for Drivers and DAs only. Twelve (12) month bids include, but are not limited to, bids similar to twelve (12) month County preschool programs that are bid as twelve (12) month packages. Summer Bids and the Summer Portion of 12 Month Bids are addressed in Section 8.6 below.

- (a) School year bids (and the school year portion of a 12 month bid) start on the first day of transportation for the school year for the bid picked by the employee or on the first day the employee commences a regular bid during the school year, whichever is later. It is understood and agreed that for 12 month bids, such bids have a de facto school year portion that closely mirrors regular school year bids (transportation starting in or about the beginning of September and transportation ending in or about the middle/end of June). For convenience, these are referred to together as "school year bids" in this Section 8.5 below.
- (b) School year bids end on the last day of transportation for the school year for the bid picked by the employee or the day the employee's bid terminates (for any reason), whichever is earlier. For instance (and without limitation), an employee's bid may terminate due to her termination, her resignation, customer change, or loss of work.
- (c) School year bids include School Recess Pay, Sick/Personal Days, named contractual Holidays, Snow/Emergency Days, to the extent the employee is eligible for each of them, and as set forth elsewhere in the Agreement.
- (d) During the period of school year bids, as set forth in sections (a) and (b) above, the employee will receive five (5) days of pay per week (except during the first and last week of the bid which will be paid for actual days worked; and except for days that are named contractual Holidays or Sick/Personal Days, Recess Period Days or weekend days), regardless of the days of work scheduled on the school calendar for their bid, but subject to the provisions and requirements of this Article and CBA. There shall be no more than five days' pay for any week (except for such pay resulting from work being performed on a named Contractual Holiday or work being performed on a snow/emergency day).

(i) On days when the employee's bid calendar is running, pay is equal to the greater of time worked or the employee's regular bid package for that day of the week.

(ii) On days when the employee's bid calendar is scheduled to run, but the route is not running due to absenteeism, employees must still report to work but may be dismissed if the Employer reasonably determines in good faith the employee is not needed. Failure to report shall result in no pay for the day and may result in disciplinary action. Provided the employee reports for work as required, pay for such days shall be equal to the greater of time worked or the employee's regular bid package for that day of the week (not to exceed eight (8) hours pay).

(iii) On days when the employee's bid calendar indicates their bid package is NOT running (unless such day is a named contractual Holiday or School Recess Period as described elsewhere in the Agreement), the employee may be required to report to her terminal at her normal report time or may be advised that she is not required to report to her terminal on such day, subject to the requirements of the following paragraph (1).

(1) In determining which employees shall be required to report to work on a day when their bid calendar indicates their bid package is not running, the Employer shall utilize the following process to provide employees with adequate notice of their reporting requirement:

(a) One week in advance of such scheduled day (where an employee's or multiple employees' bid packages are not running at the terminal), the Employer will post a list seeking up to five (5) employees or 5% (rounded to the nearest whole number) of the employees whose routes are not running at the terminal (whichever is greater of the 5 employees or 5%). Thus, for instance, if 150 employees at a terminal have bid packages that are not running, the Employer could designate up to 8 employees that must report at their regular reporting time and may request, but not require, employees to report at a different time;

(b) the Employer's list will seek volunteers first and if all spots are not filled, the Employer will designate employees to fill the spots in inverse order of seniority;

(c) After the morning report and dispatch of vehicles for morning runs, the Employer will promptly dismiss, in seniority order, all employees that were required to report (even though their route was not running) and that it reasonably determines in good faith will not be needed for the day. The Employer is permitted to require those employees reasonably needed in good faith (which includes the Employer reasonably determining which employees are needed given the classifications and qualifications needed for the anticipated work) to work the midday, PM, and/or late run.

(d) The Employer always maintains the right to assign someone to the work where conditions dictate or in the absence of other qualified volunteers or if there is an insufficient number of available employees. Where the Employer assigns work under this provision, it shall do so in inverse seniority order giving due regard to the classifications and qualifications needed for the assignment.

(2) Pay for Days where the employee's bid calendar indicates their bid package is NOT running (unless such day is a named contractual Holiday or School Recess Period as described elsewhere in the Agreement). On such days, as are covered by this subsection iii, employees shall be paid as follows:

(a) Employees who are required to report to work through the posting mechanism above: (1) those employees who report as requested but who are dismissed by the Employer immediately following the dispatch of morning runs shall be paid their daily minimum guarantee for all of their regular pieces that would normally run on such day; (2) Employees that are not released following morning dispatch shall

receive the greater of time worked or their regular bid package (such package not to exceed eight (8) hours per day); (3) those employees that fail to report as requested or fail to remain if requested shall lose their pay for the day (other than pay for any time actually spent at work).

(b) Employees who are not required to report to work through the posting mechanism above shall be paid their daily minimum guarantee for all their regular pieces that would normally run on such day.

(iv) On days when either the AM or PM report of an employee's package is not running due to closure (for whatever reason and whether on the calendar or not) or absenteeism, the employee is still expected to report at her regular time for any report that is not running, but may be dismissed if the Employer reasonably determines in good faith the employee will not be needed. Failure to report shall result in a loss of pay for that part of the day for which the employee fails to report and disciplinary action may be imposed. Pay for such day for those employees that properly report shall be equal to the greater of time worked or the employee's regular bid package for that day of the week (not to exceed eight hours pay).

(v) Except as set forth above and except as expressly permitted elsewhere in this Agreement, an employee's failure to report for work as scheduled on any other day equals no pay and may lead to disciplinary steps.

(e) The eligibility and payment terms applicable to employees for School Recess Pay, Sick/Personal Days, named contractual Holidays, Snow/Emergency Days are detailed elsewhere in the Agreement.

(f) There is no guarantee of the minimum number of consecutive weeks, but the days of anticipated pay are set forth above in 8.5 (a) and (b).

8-58.6 Bid Package Clarifications For Summer Bids and the Summer

Portion of 12 Month Bids Only

This Section 8.6 applies to summer bids and the summer portion of 12 month bids only. Twelve (12) month bids include, but are not limited to, bids similar to twelve (12) month County preschool programs that are bid as twelve (12) month packages.

- (a) **PACKAGE NOT RUNNING AT ALL** —~~The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows:~~—In the event that (a) an employee's entire regular bid package is closed and/or not running, (b) it is not a named contractual holiday, snow/emergency day, recess day or due to a circumstance covered under sections (d) or (e) below, and (c) such closure was indicated on the then-current (subject to the requirements of Article 6.14(a) above) published school/customer calendar, e.g., a closure for a teachers' conference, the employee shall receive no pay unless the Company and the employee agree that the employee shall report on said day to perform other route work ("Other Work"). For purposes of this ~~Consent Award~~Section, Other Work includes only route work or spare work for the driver or the DA. All Other Work shall be paid at the employee's regular rate of pay. In the event that (a) an employee's entire regular bid package is closed and/or not running, (b) it is not a named contractual holiday, snow/emergency day, recess day or due to a circumstance covered under sections (d) or (e) below, and (c) such closure was not indicated on the then-current (subject to the requirements of Article 6.14(a) above) school/customer calendar, she shall receive pay for her entire bid package for said day subject to the following: the Company may require the employee to perform Other Work reasonably approximating her regular reporting hours (defined for purposes hereof to mean any similar period to an employee's regular bid plus or minus thirty (30) minutes from the regular report and/or end time of such regular bid) and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked. For any schedule changes under this paragraph, the Company shall be guided by the provisions of section 8.2 of the CBA.
- (b) **PART OF PACKAGE NOT RUNNING** —~~The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows:~~—In the event that any part (but not all) of an employee's regular bid package is closed/not running and it is not a named contractual holiday, snow/emergency day, recess day or due to a circumstance covered under section (c) below, and such partial closure was indicated on the then-current (subject to the requirements of Article 6.14(a)) school/customer calendar (e.g., a partial closure due to a religious holiday), and regardless of whether a portion of an AM and/or PM run, or all of an AM and/or PM run, is closed/not running, and regardless of whether the only work to be performed from the employee's regular package is a mid-day and/or late run, due to the closings (on the then-current calendar) for the AM and/or PM run, the employee shall receive the greater of her Daily Minimum Guarantee from Article 10.2 of the CBA or her actual time worked, subject to the following: the Company

may require the employee to report for work in AM (and/or PM as the case may be) and perform Other Work reasonably approximating her regular reporting hours (defined for purposes hereof to mean any similar period to an employee's regular bid plus or minus thirty (30) minutes from the regular report and/or end time of such regular bid) and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked. The work the Company may have the employee perform is any work that such classification performs as part of their regular job (e.g., an employee who sweeps her bus may be asked to sweep other buses, an employee who parks buses may be asked to park buses, an employee who fills out DDRs may be asked to fill out those reports). Company can include mid-day and/or late run as part of the Daily Minimum Guarantee referenced in this paragraph; by way of example, if an employee has only her mid-day and late run operating on the day in question, the employee shall receive no less than the Daily Minimum Guarantee or running time, whichever is greater, and the Company may utilize the employee for any combination of AM, PM, mid-day and late run (in this example, it would include the mid-day and late-run that is part of her regular package) to achieve the Daily Minimum Guarantee.

In the event that part of the employee's regular bid package is closed/not running and such partial closure: (a) was not indicated on the then-current published school calendar; (b) is not a named contractual holiday or snow or emergency day or recess day; and (c) is not a circumstance covered under section (c) below, she shall receive pay for her entire bid package for said day subject to the following: the Company may require the employee to perform Other Work reasonably approximating her regular reporting hours (defined for purposes hereof to mean any similar period to an employee's regular bid plus or minus thirty (30) minutes from the regular report and/or end time of such regular bid) and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked. For any schedule changes under this paragraph, the Company shall be guided by the provisions of section 8.2 of the CBA.

- (c) **GENERAL, BUT NOT COMPLETE, ABSENTEEISM ON PACKAGE** —~~The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows:~~—In the event that an employee reports for her entire regular bid package and that package is reduced due to absenteeism on the package (e.g., not all clients are absent from the route), the employee shall receive the greater of either pay for her entire regular bid package for such day or her actual time worked performing the bid package, subject to the following: the Company may require the employee to perform Other Work during her regular reporting hours and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked and the Employer shall retain all other applicable rights under the CBA with respect to such a refusal.

- (d) **COMPLETE ABSENTEEISM ON PACKAGE WITHOUT 48 HOURS ADVANCE NOTICE** - ~~The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows:~~ In the event that an employee reports for her entire regular bid package and that package is not running at all due to absenteeism (e.g., on a one person route, or in the event that all clients are absent from the route), the employee shall receive the greater of pay for her entire regular bid package for such day or her actual time worked performing the bid package, subject to the following: the employee must promptly report such complete absenteeism; the Company may require the employee to perform Other Work beginning at her regular report time and continuing for any period similar to her regular bid hours plus or minus one (1) hour from the regular end time of such regular bid and, if the employee refuses, she shall forfeit any guarantee and shall be paid for actual time worked only. For any schedule changes under this paragraph, the Company shall be guided by the provisions of section 8.2 of the CBA.
- (e) **COMPLETE ABSENTEEISM ON PACKAGE WITH 48 HOURS ADVANCE NOTICE** - ~~The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows:~~ In the event that the Company provides no less than 48 hours advance notice from dispatch or a terminal manager that an employee's entire regular bid package will not be running on a date certain due to absenteeism (e.g., on a one person route, or in the event that all clients are absent from the route) on the package, she shall receive pay for her entire bid package for said day subject to the following: the Company may require the employee to perform Other Work reasonably approximating her regular reporting hours (defined for purposes hereof to mean any similar period to an employee's regular bid plus or minus one (1) hour from the regular report and/or end time of such regular bid) and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked, if any. If the employee refuses to perform work within the regular hours of her/his bid package, the Employer shall retain all applicable rights under the CBA.

8.7 For clarification, there is no difference between the terms bid, bid package, standard, regular bid package standard, and bid package standard as utilized in this Agreement. Further, the above terms are different than the terms minimum guarantees, daily guarantees, or guarantees, which are defined in Section 10.2.

~~8-6~~ 8.8 Overtime: All Drivers and Drivers Assistants shall be paid overtime at the rate of time and a half (1½) of their respective classification rate for all hours worked in excess of forty (40) in a week.

~~8-7~~ 8.9 Home Drivers and Home Driver Assistants:

- (a) When utilized, Home Drivers and Home Driver Assistants shall be designated by the Company, subject to Article 6.5. "Work time" for Home Drivers shall begin when she starts her pre-trip inspection. Home Drivers shall be compensated for (i) travel time from her home to the first pick-up (passenger or Driver Assistant); (ii) travel time between pick-ups; (iii) travel time to and from schools; (iv) travel time between schools; (v) travel time from the last school or drop-off back to the Driver's home; (vi) the required pre- and post-trip inspections; and (vii) fueling time. The Parties confirm the Company's rights to designate assignment of home driver, home DA and parkout routes.
- (b) Home Driver Assistants shall be compensated from the time they are picked up at the start of a report to the time they are dropped off at the end.
- (c) Employees need not be compensated during down time between reports when they are relieved of their duties. By this, the Employer means that it does not need to compensate employees when they are fully relieved of the Company's equipment between runs, and in the middle of the day if an employee does not have any mid-day runs or early releases.
- (d) Home Drivers must return home vehicles within a reasonable period of time upon receiving notice from the Company.
- (e) Drivers (whether Home Drivers or not) who are permitted to take their vehicles home (or to park out) at any time during the day shall be subject to the Home Driver rules set forth in this Article.

ARTICLE 9: MEALS AND REST BREAKS

9.1 All employees who work at least six (6) continuous hours in a day shall be entitled to a ~~one (1) hour~~ thirty (30) minute unpaid meal period between 11:00 a.m. and 2:00 p.m. All other employees whose non-charter work encompasses at least six (6) hours in a day and whose midpoint shift hours are not between 11:00 a.m. and 2 p.m. shall also be entitled to a

~~thirty (30) minute unpaid meal period. The meal period effective during charters is covered by paragraph (b) below.~~

(a) Alert Employees shall have a one-half hour unpaid meal break after 8 contiguous hours and a second half hour unpaid meal break after 16 contiguous hours. ~~Nothing in this Consent Award impacts~~This does not affect overnight layovers or longer Alert Charters, which policies remain unchanged.

(b) Non-Alert Employees shall have a one-half hour unpaid meal break after 6 contiguous hours and a second half hour unpaid meal break after 8 contiguous hours. The Non-Alert Employee Charter Ticket shall be updated with the following language:

If performing this Charter will require the Employee to work over 6 contiguous hours from the most recent report, the Employee shall have one-half hour unpaid meal period deducted from his/her pay. If performing this Charter will require the Employee to work over 8 contiguous hours from the most recent report, the Employee shall have an additional one-half hour unpaid meal period deducted from his/her pay. Such deduction or deductions shall be made unless the customer affirms, by signing below, that the Employee was unable to take such meal break or breaks during the Charter.

9.2 Every employee employed for a period or shift starting before 11:00 a.m. and continuing later than 7:00 p.m. shall be allowed an additional meal period of at least twenty (20) minutes between 5:00 p.m. and 7:00 p.m.

9.3 Maintenance and Mechanic employees who work eight (8) or more hours per day shall be entitled to two (2) fifteen (15) minute paid rest breaks, one of which shall be taken in the a.m. and one of which shall be taken in the p.m. Maintenance employees and Mechanics who work twelve (12) or more hours per day shall be entitled to a third fifteen (15) minute paid rest break.

9.4 Drivers, except those on charter assignments, are not provided rest breaks due to the nature of their work.

ARTICLE 10: ~~WEEKLY~~DAILY GUARANTEES

10.1 ~~All non-probationary~~A school year typically runs from on or about the beginning of September until on or about the middle/end of June in the following year. Thus, the normal school work year that many Drivers and Driver's Assistants ~~shall be guaranteed~~work is normally thirty nine (39) weeks of employment, ~~but may be shorter or longer.~~ The previous reference to ~~guarantees a normal school year~~ is not a guarantee of continuous employment to any employee, nor is it a guarantee of any number of set hours per day ~~(other than the minimums set forth in paragraph 10.2 below)~~ or per week. ~~Rather, it is representative of the~~ In the event that an employee's normal school work year that Drivers and Driver's Assistants shall work. In the event is not 39 weeks long or terminates for any reason (including, without limitation, for instance that the Company loses contract work, or employees are laid off), the Company shall not be liable for any compensation and/or benefits to any employee ~~subsequent to losing said contract. In addition, the guarantees of this section do not apply to Drivers and Driver's Assistants who have been laid off. The 39-Week Guarantee in Article 10.1 is clarified to provide that with such shorter duration school year.~~ To clarify, there is no specific guarantee of 39-Weeks of employment for any employee or any set number of days per week for any employee. ~~Hereafter, the 39-Week Guarantee shall be referred to as the Normal School Year.~~ Accordingly, it is confirmed that the Normal School Year for employees is approximately 39 weeks in length, but said Normal School Year is not a guarantee.

10.2 Non-probationary Drivers and Driver's Assistants are guaranteed to be paid at least the following number of hours for each complete workday (defined as an entire route, both a.m. and p.m. – any Driver or Driver's Assistant that refuses to work an a.m. or p.m. run

that is part of her regular bid package and works only one of her reports will only be paid for that portion of the bid package worked or actual time worked, whichever is greater) or the following number of hours in the event that a Driver/Driver's Assistant has only one report, each as specified below:

- (a) Big Bus Driver: Five and one half (5 1/2) hours per day for two reports (excluding Late Runs, Mid-Days or Fill-Ins) in any combination (the reports do not need to be evenly split, but each of the am and pm reports must be at least 2 1/2 hours each). Two and three quarters (2 3/4), one-half (2 1/2) hours for a Big Bus Driver that is an AM only or PM only employee and who is working only a single report (excluding Late Runs, Mid-Days or Fill-Ins).
- (b) Van Drivers and Driver Assistants: Five (5) or and one-half (4 1/2) hours for two reports (excluding Late Runs, Mid-Days or Fill-Ins) in any combination (the reports do not need to be evenly split, but each of the am and pm reports must be at least 2 1/4 hours each). Two and one-half (2 1/2), one-quarter (2 1/4) for Van Driver or Driver Assistant that is an AM only or PM only employee and who is working a single report (excluding Late Runs, Mid-Days or Fill-Ins). Morning, or a.m., runs are defined as incoming routes completed prior to 10:00 a.m. Afternoon, or p.m., runs are based on school dismissals between 1:30 p.m. and 4:00 p.m. Any routes worked outside of those parameters shall be paid for actual driving time only (this provision does not alter the guarantees for Late Runs, Mid-Days or Fill-Ins addressed elsewhere).
- (c) Spare Drivers and Spare Drivers Assistants: Spare Drivers and Spare Driver Assistants who are not assigned to cover a run will be guaranteed four and one-half (4 1/2) hours per day for two reports (this provision does not alter the guarantees for Late Runs or Mid-Days addressed elsewhere) in any combination (the reports do not need to be evenly split, but each of the am and pm reports must be at least 2 hours each). Spares assigned to cover a run will be paid their respective classification rate of pay for all actual time worked.
 - (i) A Spare will be guaranteed at least four and one-half (4 1/2) hours in the day at spare pay (more if they work over 4 1/2 hours as a spare or fewer if they do not work their regular reports). The calculation is done at the end of the day. Thus, if the Spare works 3 hours as a Spare and 5 & 1/2 hours at charter rate, the Company would take one and one-half (1 1/2) hours of the charter time and pay it at spare rate. In the above example,

the result would be 4 & 1/2 hours at the Spare's regular pay and 4 & 1/2 hours at charter rate.

- (ii) The Company can reschedule the am and/or pm report times for Spares if the Spare is awarded a charter that overlaps with her regular reporting times by more than 45 minutes. Thus, if a Spare's report was 6:30 am- 8:30 am for the morning and the charter she selects goes out at 7:45 am, the Company shall schedule the Spare to work from 6:30 am- 7:45 am as a spare and then at 7:45 am as a charter. If afternoon hours are not impacted, the Spare shall still perform her pm report as well. For the day, the rules in Paragraph ~~14~~ above will be applied so that the Spare has no less than 4 1/2 total hours (or greater if worked as a spare) at spare pay. The same logic shall hold true for working after a charter returns. Thus, if the overlapping time period of the charter into the Spare's am or pm starting time is 45 minutes or less, then the Spare shall be permitted to finish her regular report time. The examples set forth in (iii) and (iv) below are offered to explain the above. In the event that Spares are called in, they may be utilized to perform any and all work normally assigned to spares, e.g.: fueling, making yard lists, performing mock inspections on vehicles, jockeying, parking vehicles, assisting other drivers. In addition, the Company may change the report time of spares who accept summer charters including but not limited to railroad charters.
- (iii) Sample a.m. reporting scenarios for a Spare that regular reports for a 6:15 a.m. – 8:15 a.m. bid

<u>Charter Report Time</u>	<u>Actual Start Time</u>
6:30 am	6:30 am
6:45 am	6:45 am
7:00 am	7:00 am
7:15 am	7:15 am
7:30 am	6:15 am
7:45 am	6:15 am
8:00 am	6:15 am

- (iv) Sample p.m. reporting scenarios for a Spare that regular reports for a 1:30 p.m. – 3:30 p.m. bid

<u>Charter End Time</u>	<u>Actual Shift End Time</u>
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1:45 pm	3:30 pm
2:00 pm	3:30 pm
2:15 pm	3:30 pm
2:30 pm	2:30 pm
2:45 pm	2:45 pm
3:00 pm	3:00 pm
3:15 pm	3:15 pm

<u>Charter Start Time</u>	<u>Actual Shift Start Time</u>
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1:45 pm	1:45 pm
2:00 pm	2:00 pm
2:15 pm	2:15 pm
2:30 pm	2:30 pm
2:45 pm	1:30 pm
3:00 pm	1:30 pm
3:15 pm	1:30 pm

- (d) Late Runs which are not part of a bidded package which start one (1) hour or more after the end of the employee's regularly scheduled run shall be guaranteed one (1) hour, or time actually worked, whichever is greater.
- (e) Mid-Day Runs shall be guaranteed one (1) hour, or time actually worked, whichever is greater.
- (f) Fill-Ins, or substitution pay, shall be paid a guarantee of one-half (1/2) hour, or actual time worked, whichever is greater. However, to the extent time spent performing "fill-in" work can be performed within the employee's bidded package, she shall not be entitled to any additional compensation.
- (g) The Company reserves the right to add or delete children or schools to or from existing routes, as the service is required.
- (h) Impact of Early Dismissals (Late Starts) on Guarantees

- (i) If the entire p.m. (or a.m.) route is moved to earlier (or later), then p.m. (or a.m.) guarantee is moved up (or back) and remains intact.
- (ii) If p.m. (or a.m.) route is split, then employees shall be paid for entire p.m. (or a.m.) work at actual run time, unless it is less than the p.m. (or a.m.) guarantee, in which case the p.m. (or a.m.) guarantee will apply.
- (i) Dry Runs – Dry runs must be paid to employees for the actual time worked performing the dry run. Employees will not use their personal vehicles for dry runs and instead must use a Company vehicle for dry runs. Dry runs may be cancelled at the Company's discretion.
- (j) Drivers shall be paid their regular rate for time spent completing left/right sheets.
- (k) Saturday- An employee that performs work on a Saturday and/or Sunday shall be paid for all time worked on such days or for a minimum of two (2) hours per weekend day, whichever is greater, and Sunday routes will not be subject to the minimum guarantee as described in this Collective Bargaining Agreement or in the August 2012 Consent Award.
- (l) If, at any time, an employee's route is more than forty-four (44) hours per week, the Company has the express right to reduce the employee's bid to forty-four (44) hours per week by assigning part of the bid to another employee(s) with less time in her package. In making such assignments, if there is more than one such driver who could accomplish the work with equal efficiency and/or economy (including but not limited to geographical concerns), then the work removed from the Driver shall be offered to the senior most driver.

ARTICLE 11: HOLIDAYS

11.1 All non-probationary Drivers, Driver Assistants, Spares and Terminal Relief employees who are employed by the Company, who have more than one year of service as of the date of ratification of this Agreement and who regularly work a five (5) day per week bid of any kind and duration (including only the following bids: AM bid, PM

bid, Mid-day bid, and/or Late Run bid or any combination of such bids), shall be entitled to the following paid holidays, subject to the following conditions:

- (a) For Christmas Day, Day after Christmas Day, Thanksgiving Day, Day after Thanksgiving Day, and New Year's Day, otherwise eligible employees must work all other regularly scheduled hours during the week in which the holiday occurs and all regularly scheduled hours of the work day immediately preceding and immediately following the holiday.
- (b) For all other holidays, otherwise eligible employees must work all regularly scheduled hours for the day before and the day after the holiday.

Absences for the following constitute valid reason for non-compliance with the conditions set forth in (a) and (b) above, and shall not operate to prevent an employee from receiving holiday pay: (i) jury duty; (ii) bereavement leave; (iii) attendance at a hearing concerning a worker's compensation injury suffered by the employee; (iv) a workers' compensation injury suffered by the employee on the day before a holiday which renders the employee unable to work on the day before or after the holiday; (v) a workers' compensation injury suffered by the employee on the day after a holiday which renders him unable to work that day; (vi) documented reasonable emergencies, in management's discretion; (vii) in the event an employee is instructed by the Company to take an examination that day; or (viii) other approved time off.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day

President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day <i>(must work a 12 month bid schedule or be scheduled to work 4 weeks of summer route work to be eligible the regular workdays immediately before and after the July 4th holiday)</i>	Christmas Day
Labor Day <i>(must work a 12 month bid schedule or be scheduled to work the regular workdays immediately before and after the Labor day within two (2) weeks of the holiday to be eligible)</i>	Day after Christmas Day

11.2 Eligible employees who satisfy the requirements for Holiday Pay set forth in paragraph 11.1, above, shall receive pay based on the provisions of 11.7 below. For all eligible employees, payment for Labor Day shall be based on the provisions of 11.6 below.

11.3 If an eligible employee is called to work on a paid holiday, she shall receive, in addition to Holiday Pay (under the formula set forth in paragraph 11.2, above and 11.7 below), pay at her basic hourly rate for all hours worked up to a maximum of eight (8) hours, with a minimum guarantee of two (2) hours.

11.4 Eligible employees will be paid for Christmas Day, the day after Christmas Day, and New Year's Day after the employee has worked the regularly scheduled day(s) after each holiday.

11.5 Newly hired eligible employees (i.e., those employees with less than one year of service with the who commence employment with the Company after the date of

~~ratification of this Agreement~~ and as limited in Article 4 (Probationary Period) above) who satisfy the requirements set forth in subparagraph 11.1, above, shall receive six (6) paid holidays – Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King’s Birthday, and Presidents’ Day, and Memorial Day – upon completion of the employee’s probationary period, and the twelve (12) paid holidays set forth in subparagraph 11.1, above, after the completion of one (1) year of service. All other rules, regulations and qualifications for holiday pay as set forth in this Article 11 apply with equal force to newly hired employees.

11.6 Labor Day clarification - To qualify, an employee must work within two weeks of Labor Day and must work her regularly scheduled day before and regularly scheduled day after Labor Day, but only if such days are in the current school year. Thus, if an employee misses the last day of his summer program or the last day of the prior school year program, such does not impact her eligibility for Labor Day pay. For all employees, Labor Day pay equals the daily Monday standard bid package in the new school year.

11.7 Holiday clarification. All Holidays (for employees other than spares) are to be paid based on the regular bid package standard for the missed day (Monday holiday = Monday package, Friday holiday = Friday package, etc.). Unless the CBA requires different qualifiers (for instance, working the entire week, or those specific to Labor Day, etc.) not to exceed eight (8) hours per day, this clarifies that the employee must work the regularly scheduled day before and the regularly scheduled day after the Holiday in order to receive Holiday pay. If an employee is eligible to be paid the Labor Day holiday, pay will be based on the fall regular bid package standard for a Monday not to exceed eight (8) hours. If the employee is eligible to be paid the July 4 holiday, pay will be based on the summer regular bid package standard for the day of the week on which the July 4 holiday falls not to exceed eight (8) hours. Spares who are eligible for holiday pay shall be paid as follows: A day shall be equal to the average daily

number of hours worked in the ten (10) week period preceding the Holiday (this calculation utilizes only days worked during the 10-week period and is measured backward from two weeks before Holiday is paid to the employee and not exceeding eight (8) hours per day), which shall be paid at her regular hourly rate of pay.

ARTICLE 12: ~~VACATION~~ SCHOOL RECESS PERIOD DAYS PAY

12.1 All non-probationary Drivers, Driver’s Assistants, Spares and Terminal Relief employees who are employed by the Company and who regularly work a five (5) day per week bid of any kind and duration (including only the following bids: AM bid, PM bid, Mid-day bid, and/or Late Run bid or any combination of such bids) shall be ~~entitled~~eligible to paid vacation ~~receive pay for School Recess Period Days~~ after each year of continuous employment ~~on their anniversary date (except for those former package 2 from September 1 and Westhampton employees designated subject to use July 1 each year). Vacation~~ the provisions of this Article 12. School Recess Period Days for those eligible employees ~~is accrued on a monthly basis, are made available~~ according to the following schedule:

<u>Years of Service as of September 1 of each year</u>	<u>Annual Vacation Entitlement School Recess Period Days Eligibility</u>
<u>Less than 1 year of service</u>	<u>0 days (but if employee celebrates her one year work anniversary between 9/1 and 12/31 of any year, the employee shall receive five (5) recess days effective January 1 to be utilized during the remainder of the school year starting with the first available recess in the new year.</u>
1 but less than 3	5 days
3, but less than 20	10 days
20 or more	15 days

12.2—Vacation Procedure Clarification—Vacation will be awarded on the first day of the month following the employee's anniversary. An employee that refuses to work the summer shall still be eligible for her vacation award for the year on her next anniversary. In addition, the Company shall grant vacations in the week prior to the School Year with the express understanding that employees are required to bid in a timely fashion and to perform dry runs or other work relating to their successfully bid routes, even if on vacation.

12.2 School Recess Period Days Conversion and Procedure Clarification—

(a) As a one-time true-up relating to the conversion to School Recess Period Days, any earned, unused vacation days shall be eliminated as of the ratification date for all employees covered by this Article. There shall be no payout for unused vacation time. In addition, no additional vacation days (under the procedure existing prior to the ratification date) shall be scheduled or approved following the ratification date, but employees with existing, approved vacations shall have such periods honored and paid by the Employer.

(b) School Recess Period Days shall be scheduled on a day for day basis and paid for scheduled days off during the following periods

- (i) Christmas/year End Holiday break
- (ii) Winter Break
- (iii) Spring Break – defined as Easter/Passover/Spring recess (Note that if Easter/Passover/Spring recess are separated, the School Recess Days may be used over all of these days if the employee has available days.)

(iv) For employees whose bid package runs for 180 days or less—any scheduled days off in the final week of their school year or in the first week after their school year ends (if there is a break between such period and the start of any summer session that an employee bid for)

(v) Other than as set forth in subsection b(iv) above, no recess period days will be paid between the end of the school year and the beginning of the subsequent school year.

(c) The number of School Recess Period days to be paid in any of the above periods shall be equal to the length of the scheduled break for the employee, provided the employee has sufficient available School Recess Period Days. For example, if it is only three (3) days long and the employee has enough School Recess Days available, the employee will be eligible for three (3) School Recess Period days; if the break is seven (7) days long and the employee has enough School Recess Days available, the employee will be eligible for seven (7) School Recess Period days.

(d) Once the School Recess Period days in Section 12.1 have been exhausted, days off during School Recess Periods (as defined in Section 12.2(b)) shall be unpaid.

(e) Employees eligible for School Recess Period Days will automatically be scheduled to use the days whenever a recess period occurs until the days are exhausted, provided the employee is still active on the Employer's payroll. Employees are not permitted to choose when they will use their School Recess Period Days.

(f) There shall be no such thing as unused School Recess Period Days. School Recess Period Days are to substitute for days not scheduled to run in the above School

Recess periods, but are not accrued days that are ever paid out to employees under any circumstances, nor shall they be carried over from year to year, nor shall they be used for any other periods than as specified above.

12.3 For purposes of ~~vacation~~ calculating the amount of pay due an employee for School Recess Period Days, a day shall be equal to the average number of hours worked in the ten (10) week period preceding the ~~scheduled vacation~~ School Recess Period Day (this calculation utilizes only days worked during the 10-week period and is measured backward from two weeks before the week that the ~~vacation~~ School Recess Period Day pay is paid to the employee and not exceeding eight (8) hours per day), which shall be paid at her regular hourly rate of pay.

~~12.4 An eligible employee must file a written request for vacation with her immediate supervisor (to be approved by Human Resources) not less than thirty (30) days in advance of the proposed vacation time. Vacation requested in a timely manner will not be unreasonably denied. Further, Human Resources must approve, in writing, any such vacation request. Vacation Pay shall be paid in the week preceding the vacation if timely requested in advance. If the Company denies a vacation request and there are available days for the employee to take their vacation before the employee's anniversary date and the employee does not request vacation, the employee loses that vacation time and the Company will not pay out that vacation time. If the Company denies a vacation request and there are no available days to take vacation before the employee's anniversary date, the Company will pay the unused vacation dates.~~

~~12.5 Vacation must be taken during scheduled school/camp/other program recesses (i.e., Christmas/Winter Break, Easter/Spring Break, and the week immediately following the last day of school/camp/other program). Eligible employees who work on non-school work/adult programs must take their vacation when school/camp/other programs are closed.~~

~~12.6 With respect to Mechanics and Maintenance employees, the Company reserves the right to black-out the following periods: the two weeks after school ends, and the two weeks before and after school starts.~~

~~12.7 Eligible employees may not carry over accrued but unused vacation time into the following school year. Further, eligible employees will not be paid out accrued but unused vacation time if not used in the year in which it is granted, unless the employee is deprived (unless justified) of the opportunity to use vacation time during the school year.~~

~~12.8 Eligible employees who are terminated for cause (including, but not limited to those employees who are found to have committed Cardinal Violations, as set forth in Article 29 (Work Rules)) shall not be entitled to payment for accrued but unused vacation time.~~

~~12.9 Vacation time will not accrue during any period of time she is on any type of Leave of Absence that exceeds thirty (30) days in duration.~~

~~12.10 The Parties hereby clarify that, an employee shall receive no more than five (5) days' pay in a vacation week.~~

~~12.11 Employees must give two weeks' notice of resignation to receive payout of unused vacation days and sick days. In order to be eligible for payout of unused sick and vacation days, an employee must provide notice of resignation prior to the fall pick at the employee's terminal and such notice must be two weeks prior to the Tuesday immediately following Labor day. Employees must continue to work their summer route, if any, during the two week resignation period.~~

ARTICLE 13: SICK/PERSONAL LEAVE

~~13.1 Effective on the day after the ratification date (provided ratification occurs on or before October 17, 2015), all non-probationary Drivers, Driver's Assistants, Spares and Terminal Relief employees who regularly work a five (5) day per week bid of any kind and duration (including only the following bids: AM bid, PM bid, Mid-day bid, and/or Late Run bid or any combination of such bids) shall accrue one half (1/2) sick day for every full month worked in each calendar year. ~~be entitled to the following Sick/Personal days:~~~~

~~13.2 Eligible employees who miss more than one full workday (excluding approved time off) or have one lateness in excess of 15 minutes shall not accrue any sick leave for that month. The Parties confirm the following understandings relating to the sick day procedure:~~

- ~~(a) Employee does not accrue if more than 1 unexcused day in month~~
- ~~(b) Employee does not accrue if one lateness over 15 minutes in a month~~
- ~~(c) Use of accrued unused sick days counts as excused days off for 13.2(a) above.~~
- ~~(d) These clarified rules apply to the accrual of sick leave from 1/1/11 forward and all items from 12/31/2010 back are resolved without adjustment.~~

~~13.3 All non-probationary Drivers, Driver's Assistants, Spares, and Terminal Relief employees shall be eligible to take paid sick leave. Drivers, Driver's Assistants, Spares, and Terminal Relief employees still in their probationary period shall continue to accrue sick leave during that period according to the formula set forth in paragraph 13.1, above.~~

~~(a) For summer bid packages (including the summer portion of a 12 month bid) – one (1) day, except as in (b)(1).~~

~~(b) For school year packages (including the school year portion of a 12 month bid) – Employees working the school year commencing August/September of any year.~~

~~(i) New hires that have not passed their probationary period by August 31 of any year will, upon passing their probationary period, receive one (1) day for every two (2) complete months remaining in the school year to a maximum of three (3) days, but are not eligible for an additional day in their first summer (for example, if an employee is hired on September 1, she would receive three (3) days after her probationary period ends on October 30 because there are seven (7) full months remaining in the school year.~~

~~(ii) Employees that have passed their probationary period by August 31 of any year – five (5) days awarded at the time they actually start of their fall bid (for 2015, awarded on the first day after the ratification date if the ratification occurs on or before October 17, 2015).~~

~~(c) Earned unused sick days as of the ratification day are grossed up to the amounts set forth above and any prior balance is eliminated as part of the transition to this new methodology.~~

~~13-4 13.2 Sick/personal pay shall be paid according to the number of bid package standard hours (for those bids referenced in Section 13.1 above) in effect at the time of the Sick~~

day (not to exceed eight hours per day). Sponsors who are eligible for sick/personal day pay shall be paid as follows: A day shall be equal to the average daily number of hours worked in the ten (10) week period preceding the sick/personal day (this calculation utilizes only days worked during the 10-week period and is measured backward from two weeks before the sick/personal day is paid to the employee and not exceeding eight (8) hours per day), which shall be paid at her regular hourly rate of pay.

~~13.3~~ Eligible employees will be permitted Any absence of four (4) days or greater requires a Physician's note prior to carry-over upon returning to two (2) accrued but unused sick days to work which covers the following calendar year absence and approves the return to work without restrictions in the employee's job classification. Employees shall be automatically suspended if no note is provided they supply the Employer with written notice of their intent to do so by no later than December 1 of each year for which they seek to carry over when seeking to return to work. Employees who call in sick on a day that is later declared a snow/emergency day shall be required to utilize a sick/personal day if employee has available days.

~~13.5~~ Effective in 2016, eligible employees who have accrued earned but unused sick days at the end of the calendar year August 31 will be paid for that accrued earned but unused time in February of the following year (unless carried over up to a maximum of two (2) in any year). Eligible employees who by November 30 of that year. Sick/personal pay for earned unused days shall be paid according to the number of bid package standard hours the employee had in their regular bid package in June of that year. Employees must be actively employed and working at the time of payout to receive the payout of earned unused sick/personal days. Employees who resign without two weeks' notice or are terminated for cause shall at any time during the calendar year (and those employees that terminate or resign their employment for any reason prior to the end of the Christmas/New Years recess ending in January 2016) are not

be entitled to payment for accrued but unused sick time pay out of sick/personal days for any reason. For employees that are eligible for a payout of unused sick/personal days upon providing the proper two (2) weeks' notice of their resignation, the days to be paid out to them are those that have been actually awarded but not yet used.

13.4 Employees must call in not less than at least one (1) hour prior to report time to notify terminal of an absence and employee will automatically be assigned a sick/personal day if employee has any remaining. Employees who fail to provide at least one (1) hour notice of absence will receive progressive discipline pursuant to Article 29.6 and will be assigned a sick/personal day if employee has any remaining and if employee is not terminated for the unexcused absence.

ARTICLE 14: ~~SNOW AND~~ EMERGENCY DAYS

14.1 Under certain circumstances, the Company will pay employees for days on which all school or other applicable route work is cancelled due to snow, an emergency, or other natural disaster. For an employee to be eligible for Snow Day or Emergency Day Pay, all of the schools and programs on her run must be closed. The determination as to whether a route is cancelled is made solely by the customer. The Parties hereby clarify the requirements of this provision such that receipt of Snow Day Pay does not depend on an employee working her regularly scheduled work day before or after to receive snow day payment. The Parties further clarify that employees on any leave of any kind shall not be eligible for pay for a Snow Day (for instance, but not limited to Disability, Workers Compensation, FMLA, or other leaves) occurring during such leave.

14.2 One day of Snow or Emergency Day pay shall be equal to the standard associated with the individual employee's bidded route, up to a maximum of eight (8) hours.

14.3 If an employee works part of her package, but not the entire thing, due to a Snow-~~or~~-Emergency Day, she will still receive the standard associated with her package. However, such employees may be required to perform other work, as assigned by the Company, as a substitute for cancelled routes.

14.4 Employees whose entire routes are cancelled are not obligated to report to their assigned terminals. Spares are required to report on snow and emergency days unless otherwise notified by the Company and except in cases of complete emergency road closures in effect at time of report time (it being understood that once such complete emergency road closures are lifted, spares must report). All other employees (including Home Drivers and Home Driver Assistants), even if they suspect that their routes will be cancelled due to snow, emergency or natural disaster (except in cases of complete emergency road closures in effect at time of report time, as designated by the federal, state, or local governments), must report to their assigned terminals. The Company reserves the right to reasonably require all employees whose entire routes are not cancelled to remain at their assigned terminals until it is decided whether their services are needed. Employees are not eligible for Snow-~~or~~-Emergency Day Pay until released by the Company.

14.5 On days when route work is cancelled due to snow, an emergency, or other natural disaster, the Company may still need employees in addition to spares, to perform route work for schools/other clients who are not closed- or such other work necessary to prepare the yard or vehicles for the next operational day. The Company shall offer that other work to qualified employees in order of seniority. A sign-up list shall be posted and maintained at each facility. If sufficient volunteers are not available, the Company may force employees to perform that work in inverse seniority order. Employees who perform this Snow or Emergency Day work shall receive pay in an amount equal to their standard or the actual number of hours

worked, whichever is greater, in addition to snow day pay if eligible and for Snow/Emergency day pay.

14.6 Eligible employees will be eligible for a maximum of ~~four (4)~~ six (6) Snow/Emergency Days for the ~~school~~-calendar year (September – ~~August~~June).

~~14.7 Eligible employees will be eligible for a maximum of two (2) Emergency Days for the calendar year (September – August). These days are separate and apart from Snow Days.~~

~~14.7 Once Snow/Emergency days are exhausted, employees will not receive pay on any additional snow/emergency days, unless required to work.~~

14.8 ~~As of May 3, 2013,~~ Probationary Drivers and probationary DAs are eligible for Snow and Emergency days under this article.

ARTICLE 15: JURY DUTY

15.1 Employees called for jury duty shall notify the Employer upon receipt of a jury duty notice. Any employee required to perform jury duty shall receive the difference between jury duty pay and the amount due to the employee for her regular day's pay (up to eight (8) hours per day) for a maximum period of three (3) working days. Employees shall make every reasonable effort to reschedule jury duty to non-work periods (i.e., summer and other breaks). Employees who are released from jury duty early shall call their terminal dispatcher to inquire about whether or not their services are needed for mid-day or p.m. shift. If yes, employees must return to work.

ARTICLE 16: PAY DAY

16.1 Wages shall be paid to the employees each week on the regularly established pay day.

16.2 Should pay day fall on a named contractual holiday recognized in Article 11 of this Agreement, it shall be moved to the workday immediately prior to it.

~~16.3 The Employer agrees to use its reasonable best efforts to implement maintain a direct deposit system for bargaining unit members.~~

~~16.4 The Employer agrees to offer pay cards to bargaining unit members, and will discontinue the provision of armored cars and check cashing services within 60 days of bargaining unit members having the option to elect payment by pay card. The initial provider of this service is Chase. Employer retains the right to change pay card providers, assuming the service is reasonably comparable.~~

ARTICLE 17: PAYROLL ERRORS

17.1 The Company agrees to correct shortfalls to employee paychecks due to Company error as soon as possible, but no later than the week following the shortage.

ARTICLE 18: WAGES

DRIVERS AND DRIVER'S ASSISTANTS

Effective on Ratification

	BUS WASH CHARTER & TRANSPORT	START	90 DAYS	ONE YEAR ONLY	TWO YEARS	THREE YEARS	FOUR YEARS	FIVE YEARS
Bus	\$21.10	\$21.10	\$21.50	\$21.80	\$21.80	\$21.80	\$21.80	\$22.65
Bus W/C	\$21.35	\$21.35	\$21.35	\$22.05	\$22.05	\$22.05	\$22.05	\$22.90
Van	\$17.20	\$17.20	\$17.20	\$18.15	\$18.40	\$18.40	\$18.55	\$18.90
Van W/C	\$17.45	\$17.45	\$17.45	\$18.40	\$18.65	\$18.65	\$18.80	\$19.15
Monitor		\$12.45	\$13.15	\$13.50	\$13.50	\$13.80	\$13.80	\$13.80
Monitor W/C		\$12.70	\$13.40	\$13.75	\$13.75	\$14.05	\$14.05	\$14.05

Effective 9/1/2016 - \$0.50 increase from 2015 scale

[add in wage table in final]

Effective 9/1/2017 - \$0.50 increase from 2016 scale

[add in wage table in final]

Employees above the rates set forth in the table above shall receive the above wage increases in their rates effective 9/1/2016 and 9/1/2017.

~~All Drivers and Driver's Assistants working at least fifteen hours in either July or August 2010 shall receive a one-time, lump sum 2010 Summer bonus (payable in September 2010 and subject to all regular withholdings and taxes). The one-time, lump sum 2010 Summer bonus due for any particular employee shall be equal to a total of \$90,000 divided by the total number of Drivers and Driver's Assistants working in excess of 15 hours in July and August of 2010 times the number of~~

months (either 1 or 2 months) the employee worked in excess of fifteen (15) hours for July and August 2010.

18.1 All Drivers and Driver's Assistants hired on or after June 23, 2010 shall receive \$0.50 cents per hour less than the scales listed below for the first sixty (60) days of their employment. In the event that the newly hired employee completes sixty (60) calendar days with the Employer, she shall receive a \$50.00 bonus in the pay period following the completion of said sixty (60) days and shall proceed to be paid according to the scales below.

18.2 Effective with the ratification of this Agreement, all Drivers and Driver's Assistants (Monitors) working at Package 2 rates, except for those employees working at Package 2 rates who work less than 20 hours per week, shall have their rate adjusted to the then-current Baumann Package 1 rates. Those employees working at Package 2 Rates who work less than 20 hours per week (the "Grandfathered Package 2 Employees") shall be "grandfathered" at the Package 2 rates in effect (and subject to the annual increases set forth below). The Company will increase the existing pay rates for Drivers, Driver's Assistants (Monitors), Alert Employees and Grandfathered Package 2 Employees on September 1 of each year of this Agreement as follows:

All employees in the above classifications on the payroll as of the date of this Agreement shall receive the increases set forth above on September 1 of 2010, 2011, 2012, 2013 and 2014. The tables set forth below are the updated and revised wage progressions for each classification.

DRIVERS AND DRIVER'S ASSISTANTS

ALERT COACH RATES

The starting pay rates and existing pay rates of Alert Coach employees under this agreement shall be increased as follows on September 1, 2010 and each year thereafter pursuant to the schedule below as follows:

ALERT Employees

Effective on Ratification of the Agreement

	BUS WASH CHARTER & TRANSPORT	START	90 DAYS	ONE YEAR ONLY	TWO YEARS	THREE YEARS	FOUR YEARS	FIVE YEARS
Alert PT	\$15.90	\$15.90	\$15.90	\$16.40	\$16.40	\$16.40	\$16.40	\$16.70
Alert FT	\$17.25	\$17.25	\$17.25	\$17.75	\$17.75	\$17.75	\$17.75	\$18.35

Effective 9/1/2016 - \$0.50 increase from 2015 scale

[add in wage table in final]

Effective 9/1/2017 - \$0.50 increase from 2016 scale

[add in wage table in final]

Employees above the rates set forth in the table above shall receive the above wage increases in their rates effective 9/1/2016 and 9/1/2017.

MECHANICS AND MAINTENANCE

The starting pay rates and existing pay rates of mechanics and maintenance employees under this agreement shall be ~~increased as follows retroactive to March 1, 2010, and each year thereafter pursuant to the schedule below as follows:~~

Mechanics and Maintenance Wages effective on Ratification for the term of the Agreement

	Start Rate & Minimum	Increase for Existing personnel
Mechanic A & Coach A	\$22. 90 40	\$0. 50 00
Mechanic B & Clerk & Body	\$19. 70 20	\$0. 50 00
Mechanic C & Radio	\$15. 00 4.50	\$0. 50 00
Mechanics Helpers	\$14. 05 3.55	\$0. 50 00
Building Maintenance - Cleaning	\$11. 60 40	\$0. 50 00
Building Maintenance - General	\$12. 10 4.60	\$0. 50 00
Yardman	\$12. 60 40	\$0. 50 00
Parts	\$16. 50 00	\$0. 50 00

Effective 9/1/2016 - \$0.50 increase from 2015 scale

[add in wage table in final]

Effective 9/1/2017 - \$0.50 increase from 2016 scale

[add in wage table in final]

Employees above the rates set forth in the table above shall receive the above wage increases in their rates effective 9/1/2016, 9/1/2017 and 9/1/2018.

~~18-318.1~~ All paid time off will include premium pay additions to the regular wage rate (i.e., wheelchair pay).

~~18.4 Employees converting from Package 2 to Package 1 pursuant to Section 18.3 above shall be subject to the following:~~

- ~~(a) Rate change effective on ratification~~
- ~~(b) Sick days begin accruing 7/1/2010~~
- ~~(c) Holiday eligibility commences upon ratification~~
- ~~(d) Vacation — (i) employees with less than one (1) year of service (back to their hire date) as of July 1, 2010 shall become eligible for vacation upon their first anniversary date; and (ii) employees with more than one (1) year of service (back to their hire date) shall receive their vacation allotment on July 1, 2010 (based on full years of service at such time) and shall continue to earn and receive vacation as of July 1 each year thereafter.~~

~~18-518.2~~ Bonuses and Advanced Pay Rates: The Employer shall be permitted to continue its practice of providing sign on, training and referral bonuses, subject to its practice relating to each. The Employer shall be permitted to discontinue or reinstate its practice of providing sign on, training and referral bonuses, in its sole discretion, but may do so either for all eligible employees in a terminal or no employees in a yard. Additionally, the Employer may continue its practice of hiring new Drivers at the One (1) Year Rate applicable to ~~the~~ such employee, provided the Employee is fully certified when hired by Baumann. Any refusal to work will be used as a factor to deny eligibility for any Company bonus.

ARTICLE 19: TASK SPECIFIC RATES

19.1 Employees performing the following tasks which are outside of their regular classification (defined below) will receive the following rates for each task, as opposed to the rate associated with their regular classification:

- (a) Gas Jockeying – fueling, oiling, and performing minor repairs; ~~\$411~~ 25 per hour.
- (b) Office cleaning – cleaning offices, and bathrooms, emptying garbage, and vacuuming; ~~\$410~~ 25 per hour.
- (c) Temporary office clerical – filing, assisting dispatcher, data entry, and other office work as assigned by the terminal manager; ~~\$910~~ 25 per hour.
- (d) Temporary “B” dispatcher – answering phones, assisting in dispatch, and other work as assigned by the dispatcher; ~~\$1213~~ 30 per hour.
- (e) Temporary “A” dispatcher – building runs, assigning and scheduling work within the terms of the appropriate contracts; ~~\$415~~ 80 per hour.
- (f) Bus and Van Inside Cleaning – from time to time, employees may be offered additional work washing the inside of buses and vans; ~~\$910~~ 25 per hour.
- (g) Bus Washing - Employees who have their bus washed during the course of a regular day shall be paid their prevailing rate. Drivers brought in on Saturdays to wash bus(es) shall be paid at the starting rate for the applicable classification.
- (h) Charter – paid at starting rate for the applicable classification.
- (i) Transport – Employees performing mail runs, vehicle jockeying, bus transport, bus starting, bus snow removal, or similar miscellaneous tasks shall receive the starting rate for the applicable classification.

19.2 Employees performing the above-listed tasks at a higher rate of pay shall continue to be paid at that higher rate of pay. ~~Such higher rates shall be increased by \$0.25 per year on September 1 of each year. This provision does not apply to prior Package 2 rates.~~

19.3 In the event that new work covered by this Section becomes available or in the event the employee currently performing such work no longer desires to perform such work or in the event that the employee currently performing such work would be required to perform in excess of forty-four (44) hours of work per week by continuing to perform such work, the Employer agrees to put up a list for the bidding of the above-listed tasks (except for Temporary “A” and “B” dispatchers, which shall be assigned according to the Terminal Relief rules) one day in advance and shall be awarded on the basis of seniority (which the Parties clarify means by classification seniority for a bus driver at the terminal if the task specific job is a bus job, classification seniority for a van driver at the terminal if the task specific job is a van job, and by date of hire at the terminal if no driving is required by the task specific job). Employees who perform any task specific work shall not be required to perform such work during any Recess weeks. Employees awarded task specific work are required to continue performance of said work during the summer (if requested by the Company) in order for the employee to retain the work for the following school year.

19.4 Each of the rates in 19.1(a) through 19.1(f) shall increase by \$0. ~~5025~~ per year ~~on September 1, 2016 and September 1, 2017 starting in September 2014.~~

ARTICLE 20: HEALTH AND WELFARE

20.1 All non-probationary regular full-time and regular part-time employees, as set forth in Article 2 of this Agreement, shall be eligible for health, dental, and eye care coverage, subject to the requirements of each plan of benefits offered by the Company and further subject to the contributions set forth herein.

20.2 A summary of benefits shall be provided to each employee upon her successful completion of her probationary period and annually during the open enrollment periods.

20.3 The contribution rates for eligible Brookset employees (Mechanics/Maintenance) are dependent upon their hire date with the Company.

20.4 The contribution rates for the Union's Health and Welfare Fund and the Company's HIP B plan shall remain in effect at their existing rates until January 31, 2016, at which time the Company's HIP B plan shall cease to be an option for health coverage under this Agreement.

20.5 Commencing in February 2016, the contribution rates shall be adjusted in February of each year as follows: [NEED TO ADJUST TABLE TO REFLECT OPTIONS AVAILABLE]the Union's Health and Welfare Plan shall be the sole Health and Welfare Plan offered to employees under this Agreement. The contributions for the Company and employees shall be as follows, which includes the premium for Single Coverage only for eligible employees; employees shall pay the balance of the contribution as indicated below for Single coverage, as well as any balance for "employee +1" coverage and "family" coverage.

MONTHLY PREMIUMS				
Based on Single Coverage				
		Total Premium	Employer Contribution	Employee Contribution
Drivers/DAs - 30 hours or more				
			75%	
2/1/2016		\$ 550.00	\$ 412.50	\$ 137.50
2/1/2017		\$ 610.00	\$ 457.50	\$ 152.50
2/1/2018		\$ 670.00	\$ 502.50	\$ 167.50
Drivers/DAs - 25-29.5 hours				
			65%	
2/1/2016		\$ 550.00	\$ 357.50	\$ 192.50
2/1/2017		\$ 610.00	\$ 396.50	\$ 213.50
2/1/2018		\$ 670.00	\$ 435.50	\$ 234.50
Drivers/DAs - 20 - 24.5 hours				
			65%	
2/1/2016		\$ 550.00	\$ 357.50	\$ 192.50
2/1/2017		\$ 610.00	\$ 396.50	\$ 213.50
2/1/2018		\$ 670.00	\$ 435.50	\$ 234.50
Mechanics - hired prior to 10/2/2002				
			86%	
2/1/2016		\$ 550.00	\$ 473.00	\$ 77.00
2/1/2017		\$ 610.00	\$ 524.60	\$ 85.40
2/1/2018		\$ 670.00	\$ 576.20	\$ 93.80
Mechanics - hired after 10/2/2002				
			75%	
2/1/2016		\$ 550.00	\$ 412.50	\$ 137.50
2/1/2017		\$ 610.00	\$ 457.50	\$ 152.50
2/1/2018		\$ 670.00	\$ 502.50	\$ 167.50

~~20.4-20.6~~ Employee contribution rates shall be made weekly and shall be based upon either a projected 40 week or ~~52-week~~12 month schedule (subject to adjustment for partial years). Credits created due to an adjustment will be subtracted from the total medical contribution owed by the employee for the year. If all contributions have been met for the year, employee shall be reimbursed for the credit.

~~20.5 The dental and eye care/optical included within the Company plans are discount plans and are fully paid by employees.~~

~~20.6 Plan Changes — there is no guarantee that the Company's medical, dental, and eye care/optical plans in effect at the time of ratification shall remain exactly the same throughout the life of this Agreement. Rather, such plans may be changed in the Company's discretion, provided that it continues to provide access to medical/dental/eye care plan(s).~~

20.7 Union Health and Welfare Plan — ~~Commencing with the open enrollment in February 2011,~~ Eligible employees may enroll in the Union's health and welfare fund, subject to the following:

- (a) The contribution rates shall be in the percentages set forth above ~~and the cost to the Employer (while adhering to the percentages above) shall not exceed the dollar amounts for HIP A in the same year.~~
- (b) The plan document and SPD will be provided by the Union to the Employer in advance of the open enrollment period.
- (c) The Union Health and Welfare Fund will be reasonably permitted to change benefits during the term of this Agreement, but in no event shall the contribution rates for said benefits exceed the limits set forth in Sections 20.4 and 20.5.

20.8 In the event that during the term of this Agreement, any healthcare option or coverage offered by the Employer or the Union Health and Welfare Fund, under this Agreement becomes insufficient or deficient pursuant to any federal, state or local health care legislation or

any other regulation then in effect requiring a modification of the options or coverage, the Company shall have the option to do any of the following: 1) correct (or request the Union Health and Welfare Fund to correct) any insufficiency or deficiency without impacting the contribution levels of employees or the Company; 2) cease non-complying coverage options; 3) elect to pay any legislated or regulated penalties in lieu of adopting compliant coverage options, and/or 4) reopen this Agreement for bargaining (not limited as to any mandatory subject of bargaining). In the event the Company reopens this Agreement, it must do so with an effective date for the re-opener at least 60 but no more than 90 days prior to the effective date of the event giving rise to the re-opener. The Parties shall honor the terms of the No-Strike/No-Lockout clause (set forth in Article 38, subparagraph 38.2) for the full term of this Agreement, including during any re-opener pursuant to this Article.

ARTICLE 21: WORKERS' COMPENSATION

21.1 Employees agree to report to the Employer any on-the-job injuries. Any employee who incurs an on-the-job injury requiring them to take the balance of the day off will receive a full day's pay for the day the injury occurs. The Employer agrees to cooperate towards the prompt investigation of on-the-job injury claims.

ARTICLE 22: LIFE INSURANCE

The Employer agrees to pay the full cost of group life insurance for all employees in the sum of fifteen thousand dollars (\$15,000).

ARTICLE 23: 401(K)

The Company will continue to allow non-probationary employees to participate in its 401(k) plan, which is 100% employee contributed, with no Company matching contribution.

ARTICLE 24: DRIVE

The Employer agrees to deduct from the pay of all employees covered by this

Agreement, upon written authorization, deductions for DRIVE. No deductions shall be made if prohibited by applicable law. Said deductions shall be made weekly, and shall be forwarded to the Union monthly.

ARTICLE 25: NON DISCRIMINATION

There shall be no unlawful discrimination against any employee on the basis of her Union membership, sex, race, color, age, religion, sexual orientation, national origin, disability, or any other category protected by applicable federal, state, or local law. Whenever the feminine gender is used in this Agreement, it is intended to mean and include in each instance the masculine gender in the like manner for all purposes.

ARTICLE 26: SHOP STEWARD

26.1 Shop Stewards and Assistant Shop Stewards, as well as the number of paid hours to which each is entitled, shall be distributed among the Company's terminals as follows:

~~[PARTIES DISCUSSED SOME CHANGES HERE]~~

- (a) Alert: ~~Commack steward~~The steward in the terminal will also serve as the Alert steward. There will be no dedicated Shop Steward hours for Alert.
- ~~(b) Bethpage: One Shop Steward (5 hours per week) and 2 Assistant Shop Stewards (1 hour per week each).~~
- ~~(c) Bohemia: One Shop Steward (5 hours per week) and 2 Assistant Shop Stewards (1 hour per week each).~~
- ~~++(b) Commack: One Shop Steward (5 hours per week) and 2 Assistant Shop Stewards (1 hour per week each).~~
- ~~++(c) Copiague: One Shop Steward (5 hours per week) and 2 Assistant Shop Stewards (1 hour per week each).~~
- ~~++(d) Coram: One Shop Steward (5 hours) and 3 Assistant Shop Stewards (1 hour per week each).~~
- ~~(e) Farmingdale: One Shop Steward (2 hours per week) and 1 Assistant Shop Steward (1 hour per week)~~

~~++(c) Northport: One Shop Steward (2 hours per week) and 1 Assistant Shop Steward (1 hour per week).~~

~~++(f) Three Village: One Shop Steward (2 hours per week) and 1 Assistant Shop Steward (1 hour per week).~~

~~++(g) Westbury: One Shop Steward (5 hours per week) and 2 Assistant Shop Stewards (1 hour per week each).~~

~~(k) Westhampton: One Shop Steward (2 hours per week) and 1 Assistant Shop Steward (1 hour per week).~~

~~++(h) Central Islip: One Shop Steward (5 hours per week) and 1 Assistant Shop Steward (1 hour per week).~~

26.2 In the event one of the above-listed yards has a substantial change in the number of employees, the Parties agree to meet and confer to discuss the re-distribution of Shop Stewards and Assistant Shop Stewards across the Company's terminals.

26.3 In the event the Shop Steward is absent from or not present at a terminal and her services are needed, one of the Assistant Shop Stewards shall be authorized to act in her absence.

26.4 For purposes of layoff only, all Shop Stewards and Assistant Shop Stewards shall be granted super seniority within their terminal and classification. Super seniority, for purposes of this Article, means that the Shop Steward and Assistant Shop Stewards shall be the last employees laid off within their terminal and classification. As between the Shop Steward and Assistant Shop Stewards, ordinary seniority within their terminal and classification controls.

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

- (a) The investigation and presentation of grievances in accordance with the provisions of the Agreement;
- (b) 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:

- (i) have been reduced to writing, or
- (ii) if not reduced to writing, are of a routine nature, and
- (iii) do not involve a work stoppage, slowdown, refusal to handle goods, or do not unreasonably interrupt the working time of any other employee.

26.6 Shop Stewards have no authority to take strike action, or any other action interrupting the Employer's business or any action in violation of this Agreement, except as expressly permitted by this Article of the Agreement.

26.7 At each terminal, the Shop Steward and assistant(s) will be granted the hours set forth above, with pay, to perform their duties under this Article of the Agreement. These hour allotments are a maximum total for the entire terminal and any time exceeding the maximum total shall be uncompensated in any form by the Company. The rate of pay for Shop Stewards under this Sub-Paragraph shall be at the then prevailing rate of the employee, provided that the time spent performing her duties under this Article were reasonable and fair under the circumstances. Shop Stewards shall not be required to perform their work on Company property, but shall be reasonably available to consult with the Terminal Managers when needed; shall schedule at least one (1) hour per week on Company property, and; shall certify each week the number of hours worked in each week for payroll purposes.

26.8 Shop Stewards shall be permitted to use Company machines, such as the phone, fax, and copy machine, for necessary communications involving the Union, which such permission must be requested and shall not be unreasonably denied by the Company. Further, the privileges granted under this Sub-Paragraph may be reasonably withheld or delayed where to grant them would interfere with the performance of Company work.

26.9 Time spent performing Shop Steward or Assistant Shop Steward duties shall not count toward overtime in any week.

ARTICLE 27: VISITATION

27.1 A duly authorized representative of the Union shall have access to the represented terminals at reasonable times for the purpose of administering this Agreement, provided that the representative announces his arrival to the terminal manager and/or his designee upon arrival. For purposes of this provision, "reasonable times" shall be limited to Monday through Friday, 6:00 a.m. to 6:00 p.m., except for 7:15 a.m. to 8:30 a.m. and 1:45 p.m. to 3:00 p.m. Such visits shall not interfere with or disrupt the work of any employees or of the Employer's operations.

27.2 The Union agrees that should it be engaged in any strike, concerted work stoppage, or slowdown activities against the Company, permission to visit the Company during such a period will be withheld.

ARTICLE 28: BULLETIN BOARD

28.1 The Union shall have the privilege of maintaining a two foot (2') by three foot (3') bulletin board at each terminal. The Union may replace an existing bulletin board with a new bulletin board not to exceed four foot (4') by six foot (6') provided that the bulletin board appropriately fits in the space without covering areas such as door or window space as determined by the Company and the Union purchases and properly installs the replacement bulletin board. Such bulletin boards may be used as the sole and exclusive location for posting notices of the union. The Employer shall provide and install such a bulletin board at all terminals in a location reasonably acceptable to the Union. No materials that are inflammatory or derogatory to the employer and/or its representatives, agents, employees, etc. shall be posted on the bulletin board and such may be removed by the Company.

ARTICLE 29: WORK RULES

29.1 The Employer retains the right to implement reasonable work rules, including those contained in its Employee Handbook. Disagreements over the reasonableness of discipline imposed by such work rules (including whether the work rule itself is reasonable) may be submitted to the Grievance and Arbitration procedure set forth in Article 31.

29.2 The following violations ("Cardinal Violations") shall in all circumstances constitute grounds for immediate termination. Notwithstanding, the Union may still grieve the factual underpinnings of any alleged Cardinal Violation, but the Arbitrator shall have no authority to modify or alter the penalty imposed by the Company if a Cardinal Violation is found to have occurred.

- (a) Drug use, possession, or sale of a controlled substance on the job, or drunkenness or drinking alcohol on the job, or violations of the Company's drug and alcohol testing policy, or any violations of DOT regulations pertaining to drug and alcohol use;
- (b) A Driver's disqualification from driving by the DMV, or a drivers assistant's disqualification from driving by the DMV (but only if there is a government requirement to terminate such driver assistant for a DMV disqualification).
- (c) Fighting or violence with co-workers or passengers (at any time) or third Parties (during work hours);
- (d) Leaving a passenger on an unattended bus;
- (e) Smoking on a Company vehicle or on school property;
- (f) Allowing unauthorized, non-Company persons on Company vehicles at any time. This is not intended to encompass *de minimis* on-vehicle activity by (1) parents or guardians of students/passengers, or (2) to preclude school/program administrators/representatives employees from boarding a Company vehicle if authorized and/or required by the customer;
- (g) Engaging in lewd, obscene, or other grossly inappropriate behavior, including but not limited to engaging in grossly inappropriate conversations with school district/customer representatives or parents/guardians of passengers;

- (h) Carrying an illegal firearm, weapon, or explosive while on Company property or while carrying out Company business;
- (i) Failing to immediately report any motor vehicle accident to which the driver was a party, in violation of the time frames set forth in Article 19-A of the Vehicle and Traffic Law (i.e., 5 working days for an accident in the individual's own vehicle), or if the accident occurs while operating a Company vehicle, as soon as possible after securing the vehicle, so as to not endanger the passengers on the vehicle; The parties reconfirmed the validity of this work rule.
- (j) Failing to report on or off-duty arrests in violation of Article 19-A of the Vehicle and Traffic Law;
- (k) Intentionally causing destruction or damage to the property of the Company, fellow employees, customers, suppliers, or visitors for any reason;
- (l) She is absent from work for three (3) consecutive work days as a no call/no show. Extenuating circumstances may be considered in the reasonable judgment of the Employer, which reasonable judgment is subject to the grievance and arbitration provisions;
- (m) Engaging in criminal conduct (other than a minor motor vehicle offense) while representing the Company or on the Company's property;
- (n) Proven falsification of Company (including but not limited to theft of time and applications for employment) or school district or customer documents, regardless of when such actions are discovered by the Company (application falsification on applications filed before June 30, 2010~~the date of ratification of this Agreement~~ shall be judged on a just cause standard); and
- (o) Being the responsible party to one preventable accident resulting in serious bodily injury or fatality. For purposes of the Agreement, the term "accident" shall include, but not be limited to, when a vehicle comes in contact with any object or other vehicle or person resulting in damage to a company vehicle or any object or other vehicle or person;
Providing students with gifts of any kind, including but not limited to, money, candy, food, greeting cards, or letters;
- (p) Providing students with the employee's personal information such as telephone number, home address, e-mail address, facebook account name, instagram account name or similar personal messaging information and/or asking for a student's personal

~~information such as student cell phone number, e-mail address, facebook address, instagram account name or similar personal messaging information.~~

~~(p)(q) Failing to record actual hours of work on their time sheets on a daily basis, to inform the Company when a portion of their route or their entire route is not running, making unauthorized stops, or failing to comply with time card instructions as provided to employees by the Company.~~

29.3 Any employee who is disqualified by a school, district, or customer shall be removed from her route and shall be provided with an opportunity to fill any vacant positions within her job classification and terminal, provided that the conduct leading to her disqualification does not constitute "just cause" or a violation of the Cardinal Violations under this Agreement. In the event of a disqualification, the Company shall notify the Union and any affected employee of her disqualification by utilizing the following language in a letter:

Letter to Notify of Disqualifications on Company Letterhead

Dear [Employee Name]:

This is to advise you that we have received a [verbal or written] communication from [Mr/Ms - insert name of person notifying of disqualification] of [insert notifying company name] at [insert time] am/pm on [insert date], requiring this Company to disqualify you from the following work until further notice: [insert description of work].

We will notify you of any change in your status.

Very truly yours
On behalf of Bauman & Sons Buses, Inc.

cc: Timothy Lynch, Local 1205 via email copy

Further, it is expressly understood and agreed that disqualified employees may not serve as spares in a District/Terminal where they have been disqualified unless the Company, in its sole discretion, determines that it has sufficient work available that the employee can perform.

An employee who has been disqualified who is eligible for and accepts a position within a different classification with the Company shall have a pay rate determined within the new classification based on the original date of hire.

When an employee is disqualified, the Company is not responsible for finding the employee another position for which he/she is eligible to perform.

29.4 In addition to the Cardinal Violations set forth herein, employees may only be ~~disciplined, suspended, or~~ discharged for "just cause."

29.5 The Parties hereby recognize and agree that one-time acts other than those listed in this Article 29 may constitute grounds for immediate termination, even though they are not listed herein. The Parties also recognize and agree that acts previously proposed, but withdrawn during the negotiations of the Cardinal Violations set forth in this Article, may, depending on the gravity of the violation, constitute grounds for immediate termination of employment under the "just cause" standard and that the Parties agreement not to include them as specific Cardinal Violations in this Agreement shall in no way be used as evidence that termination is not an appropriate remedy for any such actions.

Not by way of limitation, but rather as a means to underscore the importance of the following, the Parties further agree that violations of the following work rules may result in discipline up to and including discharge for a first offense (subject to the Union's right to grieve same):

a. Providing students with gifts of any kind, including but not limited to, money, candy, food, greeting cards, or letters; and

a-b. Failing to record actual hours of work on their time sheets on a daily basis, to inform the Company when a portion of their route or their entire route is not running, making unauthorized stops, or failing to comply with time card instructions as provided to employees by the Company.

29.6 Employees shall receive progressive discipline each time the employee fails to inform the Company at least one hour prior to her report time that she will not be at work and for each instance of lateness of over fifteen minutes.

29.7 Employees are required to make a payment to Company for any fines, tickets, or assessments that are attributable to the employee, but ultimately may be the responsibility of the Company. This includes, but is not limited to, red light tickets, uniform violations, identification violations, but only to the extent that the employer (as opposed to the employee) would be responsible for paying the fine, ticket or assessment resulting from the employee's act or omission.

ARTICLE 30: EMPLOYEE PERSONNEL FILES

30.1 Disciplinary actions issued by the Employer relating to accidents shall be deemed stale and may not be used for purposes of issuing discipline after two (2) 3 years. Disciplinary actions issued by the Employer relating to all other incidents of discipline shall be deemed stale and may not be used for purposes of issuing discipline after 18 months. Time during which the employee is not available for work (i.e., leaves of absences and layoffs) shall not count towards the aforementioned time frames. If a discipline is stale and is no longer in effect because of the passage of time, any subsequent discipline in effect and not stale is unaffected by the fact that an earlier discipline is stale. As a one-time granting of amnesty, all discipline in employee's files as of September 18, 2015 (short of termination) shall be forgiven and all employees will have a clean slate as of that date.

30.2 Red light and moving violation infractions shall not be treated on a separate disciplinary track of four (4) steps (verbal, written, suspension/final, and termination) and but shall be treated together with any other infractions subject to progressive disciplinary standards.

30.3 Drivers are responsible for reimbursing the Company for all fines associated with a red-light, non-moving, or moving violations. If the driver is terminated, the fine shall be deducted from the employee's final paycheck. If the Corporate Office is able to identify the driver subject to the red light ticket in sufficient time to permit the accused employee to challenge the ticket, the employee will be provided the opportunity to do so. However, the contesting of the ticket shall be the sole responsibility of the employee as are any fines associated with contesting the ticket, failure to timely contest the ticket, or late fees associated with the red light ticket. If the employee chooses to contest the ticket, the employee must provide the Company with (1) written intent to do so within twenty-four (24) hours of being presented the ticket and (2) evidence the ticket was contested prior to the deadline listed on the ticket. Should the corporate office receive the ticket or identify the driver without sufficient time to contest the ticket, the employee will simply be responsible for the fine and the parties recognize that this is not the fault of the Company.

30.30.4 The date the discipline is issued to employee is the start date for calculating when the discipline is stale. However, date of incident will be used to determine which level of discipline shall be issued. Specifically, if an incident occurred while the previous discipline was not stale, the Employer may issue the subsequent discipline at the next disciplinary level or greater on a date after the previous discipline has become stale.

ARTICLE 31: GRIEVANCE PROCEDURE

31.1 The term "grievance" is defined as any controversy, complaint, misunderstanding or dispute arising as to the application or interpretation of any provision of this Agreement.

31.2 It is mutually agreed that any differences arising between the Employer and the Union as to the meaning or application of the provisions of this Agreement shall be settled in the following manner:

Step 1: The aggrieved employee and/or the Shop Steward shall first take the matter up with the applicable immediate supervisor. If satisfactory settlement is not effected with the immediate supervisor within fourteen (14) calendar days after the later of (a) the occurrence of the grievance or (b) the earlier date on which the grievant or the Union knew or reasonably should have known of the events or omissions giving rise to the grievance, then the grievance shall be reduced to writing by the employee and/or the Shop Steward and the Shop Steward shall take the matter up with the designated manager.

Step 2: If no satisfactory adjustment is made within fourteen (14) calendar days of Step 1, the Shop Steward shall notify the Union, whose Business Agent or Union designee shall take up the matter with Human Resources.

31.3 If no agreement can be reached pursuant to the procedure specified in Steps 1 and 2 above, either party may refer the matter to arbitration by notifying the other party, in writing, no later than thirty-one (31) calendar days after the ~~conclusion date~~ of ~~the~~ Step 2 ~~meeting~~.

31.4 The Union and the Employer are to attempt to mutually select an arbitrator. In the event the Union and the Employer do not agree upon an arbitrator within five (5) calendar days of submitting the matter to arbitration, either party may call upon the American Arbitration Association ("AAA") for the designation of an arbitrator in accordance with AAA's Labor Arbitration Rules.

31.5 In the event a grievance proceeds to arbitration, the Parties agree to accept the decision of the arbitrator as final and binding. The expenses of arbitration shall be borne equally by the Employer and the Union. The Arbitrator shall have no power to alter, amend, change, add to or subtract from the terms of this Agreement. If it is found that the employee's

discharge was not for just cause, the Company shall pay all wages and benefits lost as a result of the incident for a period not to exceed one hundred twenty (120) calendar days. Should the Arbitrator award retroactive pay, he shall give due credit for wages earned elsewhere by the discharged employee during the period following his discharge up to one hundred twenty (120) calendar days.

31.6 The time limits specified in this Article shall be of the essence, and failure by the employee, Shop Steward, or Union to take action as required within the time specified herein shall result in the grievance being forfeited and denied, and not subject to arbitration. The time limits may only be waived in writing by mutual agreement. The term "days," as used throughout this Article, shall refer to calendar days, and as such shall be inclusive of Saturdays, Sundays, and holidays.

31.7 No employee shall have any individual right to take any matter to arbitration. Rather, the right to seek arbitration and all other enforcement of this Agreement, its terms and provisions, shall rest solely with the Union and the Employer. No employee shall have any right or claim against the Employer under the terms and provisions of this Agreement, except such rights as may be pursued on his behalf by the Union. Should the Employer have a grievance with the Union, it may proceed with that grievance directly to the arbitration phase of this Article 31.

31.8 Notwithstanding the provisions of this Article 31, the Union and the Employer agree to process discharge and suspension cases through expedited arbitration ("Expedited Arbitration"). The following rules will apply to Expedited Arbitration:

- (a) The Employer will provide the Union with notice (in writing or via email) of any suspension or discharge within one (1) business day in order to commence this Expedited Arbitration process.

- (b) The time limits in Step 1 and Step 2 will be modified to seven (7) calendar days each.
- (c) The time limit for Sub-Section 31.3 shall be modified to fourteen (14) calendar days ~~from the date of the second step meeting.~~
- (d) The Parties agree to the following panel of three (3) contract arbitrators who will be rotated in order to hear such cases:

~~Marty Scheinman~~ Richard Adelman
 Howard Edelman
 Roger Maher
 Elliott Shrifman

In the event one of the panel arbitrators can no longer be of regular service to the Parties, the Union and Employer shall jointly select a replacement for the panel, but the panel shall operate with the remaining arbitrators in the interim.

- (e) The selected arbitrator shall provide no less than three (3) dates in the thirty (30) days immediately following his/her appointment to hear the matter or the Parties shall move to the next arbitrator on the panel. The Parties must demonstrate good cause (in the opinion of the arbitrator) to conduct the hearing at a date later than thirty (30) days from the date immediately following the panel arbitrator's appointment. In no event shall the hearing be held more than 45 days from the date that the panel arbitrator is appointed, except by mutual agreement.
- (f) The selected arbitrator shall issue his/her award within fifteen (15) days of the date the hearing closes. If a party desires to file a post-hearing brief in any expedited matter, it must be served on the arbitrator and the opposing party within seven (7) calendar days of the close of the hearing.

31.9 The Parties agree to interpret the Grievance procedure as follows:

- (a) Step 1 is a 14 day period, during which the Union has 14 days to complete Step 1 (from date of occurrence or later date on which the grievant or the Union knew or reasonably should have known of the event or omissions giving rise to the grievance). There are two components to Step 1 – (1) employee and/or steward to raise the issue with immediate supervisor and (2) steward addresses with Union and written grievance to be generated and provided to Company. The employee or steward may address both components of Step 1 at the same time by presenting a written grievance to the immediate supervisor at the time the employee

and/or steward address the issue in the first instance with the immediate supervisor.

- (b) Step 2 is a 14 day period, during which the Union has 14 days from the ~~end of the 14 day period in Step 1~~ date the first step grievance was answered to complete the items in Step 2 – namely, to address the grievance with Company HR or their designee.
- (c) Union has 31 days from the ~~enddate~~ end date of the ~~14 day period in Step 2 meeting~~ to file for arbitration.
- (d) Parties have 5 days from the date on which arbitration is timely filed to mutually select an arbitrator or for the moving party to file the matter with AAA.
- (e) Step 2 proceedings need not occur with in-person meetings and shall be judged on an individual basis. If no meeting occurs, the Union will be provided with the opportunity to be present with the grievant when conducting the call and such shall occur from the Employer's nearest terminal with a common room suitable for such conference call.
- (f) For expedited arbitration, the items in (a), (b) and (c) above are confined to 7 days, 7 days and 14 days, respectively.

31.10 Language cases shall not be exclusively at the AAA location in New York City.

Language cases will be hosted alternately by each Party and the location of language arbitration cases shall be at the discretion of the Party who is hosting. The hosting Party shall ensure the visiting party has access to a break out room for private conversations and caucuses.

ARTICLE 32: LEAVES OF ABSENCE

32.1 Family and Medical Leave Act: the Employer agrees to provide leaves to the employees pursuant to the terms of the federal Family and Medical Leave Act ("FMLA").

32.2 Court and Arbitration Appearances: Employees who attend court or an arbitration solely at the request of the Company (as opposed to by the Union or on their own

accord) shall be compensated at their regular rate of pay for actual time attending, including travel time, such an appearance.

32.3 Bereavement Leave: All 5 day a week non-probationary employees shall be entitled to receive up to three (3) working days off with regular straight time pay (up to eight (8) hours per day) in the event of death in the employee's "immediate family," defined as a parent, spouse, life partner, parents-in-law, child, brother, sister, grandparent, or grandchild. Payment will be made for up to three (3) working days lost during the seven (7) calendar days immediately following the death. Employees shall receive bereavement pay for their mother-in-law and father-in-law for a maximum of one (1) time during the course of the employee's employment. Stated otherwise, employees who remarry will not receive bereavement pay for multiple sets of parents-in-law. "Life partner," as used in this paragraph, shall be defined as someone with whom the employee has been living for at least one (1) year or more and registered with the Company's Director of Human Resources at least one (1) month prior to the request for bereavement leave. The bereavement leave set forth above may be granted to an employee (upon her request) during the period of 8-30 days following the death, if the employee can demonstrate extenuating circumstances, which request shall not be unreasonably denied by the Company.

Employees may be required to provide to the Employer proof of relationship and death (which can be made in the way of a funeral home letterhead and/or copy of an official death certificate) of the immediate family member for who bereavement leave is being taken.

32.4 Military leave: The employment rights of employees covered by this Agreement who become engaged in service in any branch of the United States military, state militia, or National Guard shall be governed by the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and applicable state law.

32.5 Unpaid Leaves of Absence: The Employer may, in its reasonable discretion, permit employees to take an unpaid leave of absence of up to 30 days. Each request for an unpaid leave will be dealt with according to the nature and urgency of the request and the current manning requirements, number of employees currently on leave, and absentee factor within the Company at the time the unpaid leave is requested to be taken. When an employee can reasonably foresee that an unpaid leave may be required, she must provide at least 30 days notice of her desire to take an unpaid leave.

32.6 Unpaid leaves must be for legitimate purposes, and shall not be provided to employees for purposes of merely providing time off or as a substitute for vacation. Employees granted an unpaid leave of absence shall retain their seniority rights. Unpaid leaves of absence shall not be granted for the purpose of enabling the individual to obtain other outside employment. Any member of the Union who accepts outside employment during an unpaid leave of absence shall be deemed by the Employer and the Union to have resigned her employment with the Employer and, if reinstated, she shall be deemed a new employee. In addition, employees who take unauthorized personal time off or leaves of absence will be deemed to have abandoned their job, and may, in the discretion of the Company, will be subject to disciplinary action up to and including immediate termination. Clarifications: (a) the Company shall determine, in its reasonable discretion, whether to grant an Unpaid Leave of Absence, which must be done in writing to be effective (if not given in writing, any such request is denied); (b) any employee that takes an Unpaid Leave of Absence without the permission of the Company shall be subject to termination by the Company (or a lesser penalty in the Company's discretion), and; (c) if any employee is rehired after being terminated in (b) above, she shall be classified as a new hire for all purposes and her seniority date shall be the date she is rehired.

ARTICLE 33: CHARTERS

33.1 Eligibility

- (a) Employees must satisfy all certification and other requirements established by the school, district, or agency before she will be offered the opportunity to perform Charter work for that school, district, or agency.
- (b) The Company shall maintain two separate Charter bid lists – one for weekday trips, and one for weekend trips – for each terminal.
- (c) Drivers who hold steady weekday positions performing school or other route work may not bid on weekday Charter work which would interfere with their performance of their bidded home to school/program route work. The same is true for Task Specific work that is assigned on a scheduled basis with specific hours. Weekday charters shall be assigned to those employees that bid on such work pursuant to the following selection order: home to school drivers whose routes do not conflict with the charter, and then spares. If a charter is not covered from the drivers and spares, then the Company can assign casuals. If there are insufficient casuals, then the Company may offer the charter work to nearby yards for spares or drivers that volunteer. Thereafter, the Company may offer the charter work to home to school drivers with conflicts, followed by mechanics with appropriate licensing.
- (d) Drivers who hold steady weekday positions performing school or other route work may bid on weekend Charter trips.
- (e) Charter work is neither shuttle work (i.e., a regularly scheduled pick up or drop off) nor home-to-school work.

33.2 Method of Assigning Charters:

- (a) For purposes of bidding, Van Drivers and Bus Drivers will bid separately. Stated otherwise, Van Drivers will be given preference on Van Trips, and Bus Drivers will be given preference on Bus Trips.
- (b) Weekday Charter work shall be assigned by geographic proximity, then on a rotating basis. All weekend Charter work shall be bid on the basis of terminal seniority on a rotating basis.
- (c) All Charter trips shall be posted for bid on a weekly basis. The Union recognizes that exigencies may arise from time to time (i.e.,

a last minute charter or change of charter) that may prevent the employer from making a timely posting in the prior week. The Company agrees to make all reasonable efforts to assign these last minute trips to the most senior available driver. All trips must be signed for and circled in ink by the Driver no later than 1:00 p.m. on the Friday of the week prior to the Charter. If a change is made, it must be initialed by a Shop Steward or Union Representative and Driver.

- (d) Charter work shall be offered on a terminal-by-terminal basis at all Terminals other than Commack on a rotating basis, subject to the following rules:
 - (ii) If an employee signs up for a trip, and is assigned and performs the charter, she will be charged with a “take.” The take is effective upon assignment of the charter, but shall be removed if the charter is not performed as assigned.
 - (iii) Subject to the other restrictions set forth in this Article, Charter work will be assigned to the employee who bids for the charter and has the least recent take. In the event of a tie, the charter will be assigned to the employee with the highest driving seniority with the least recent take.
 - (iv) If the trip has an anticipated three (3) hour duration or greater, the assigned employee will receive a “take,” unless said driver is required to perform said work through the reverse seniority process even though they did not bid on it, in which case they will not be charged with a take. Employees assigned or successfully bidding on Charters under three (3) hours shall not be charged with a take. Charters of less than three (3) hours duration will be assigned by geographic proximity and seniority. Geographic proximity may include the school, program or yard with the objective of permitting the Company to achieve time and mileage cost efficiencies. If two drivers can achieve the same efficiencies it shall be awarded to the more senior driver.
 - (v) If no one signs up for a trip during a “phase down” period, the Employer will assign charter trips in reverse seniority order. The employee assigned to the trip shall not be charged with a “take.”
- (e) Charters at the Commack Terminal only shall continue to be offered and filled pursuant to the existing two list methodology

utilized at Commack and shall be prominently posted as it has been in the past.

- (f) The Parties acknowledge that the Employer has the right to cover all work. If a driver provides short notice that she is unable to perform a trip, the Employer agrees to make all reasonable efforts to assign the trip to the most senior available driver. If the Company has not received a sufficient number of volunteers to cover available charters, it may utilize non-bargaining unit personnel to perform the work. Alternatively, the Company may require employees, in reverse seniority order (on a terminal basis), to perform the work.
- (g) The Company shall have the right to refuse to assign Charters to an employee if such assignment will cause the employee to work in excess of forty four (44) hours in the week.

33.3 Charter Hours and Rate of Pay

- (a) Work performed on Bus Charters shall be paid for at then-current starting rate for the Bus classification for all hours worked, including pre-trip and post-trip inspection time, driving time, and layover time during which she is not released from service. "Hours worked" shall not include overnight time. The rules for Van Charters are the same, except those trips shall be paid for at the then-current starting rate for the Van classification for all hours worked.
- (b) Employees shall receive two (2) hours of pay at the applicable hourly rate of pay for trips cancelled with less than three (3) hours' notice, except that, if the driver is given the opportunity to perform other driving work, the guarantee shall not apply.

33.4 Overnight Charters

- (a) When away from home on a trip that requires the use of toll facilities and/or overnight lodging, the Driver shall be given expense money in advance if she so requests for which she shall account for with receipts.
- (b) On overnight charters, drivers shall receive a minimum of eight (8) hours or the number of hours actually worked, whichever is greater, of pay at the applicable hourly rate of pay for the outbound leg of the trip, and be paid for their actual hours worked at the applicable hourly rate of pay for the inbound leg of the trip.

33.5 Compliance with Federal and State Law

- (a) The Employer and the individual drivers agree to abide by all federal and state laws that govern the hours of work and service for drivers.

ARTICLE 34: ALERT PICK PROCEDURES

34.1 Eligibility: Only full-time drivers are eligible to pick for Alert work.

34.2 Pick Procedure:

- (a) Alert work is posted each Thursdays for work scheduled to take place in the week following the upcoming Tuesday (i.e., pick goes up on Thursday 5/6 for work from Tuesday 5/11 through Monday 5/17).
- (b) Drivers shall rank their top three selections for each day in the pick week. In the alternative, the driver may simply place the word "work" on each day during which she is available, and the Company will assign her open work on the basis of seniority.

34.3 Seniority

- (a) Charter assignments are granted on the basis of seniority, except for situations when the Employer receives a written request from a customer seeking the services of a particular driver.
- (b) If a trip has not been selected by and assigned to a full-time driver, the Employer shall offer the trip to its part time drivers in seniority order.
- (c) If a trip has not been selected by and assigned to a particular Alert employee, the Employer may assign the trip in reverse seniority order, first to part-timers, then to full-timers.

34.4 Compliance with Federal and State Law:

- (a) The Employer and the individuals drivers agree to abide by all federal and state laws that govern the hours of work and service for drivers.
- (b) Pursuant to the federal Motor Carrier Exemption, all hours worked in excess of 40 per week by Drivers engaged in interstate driving shall be compensated at their regular straight time rate, not at a time and one-half (1 ½) premium.

ARTICLE 35: MECHANICS AND MAINTENANCE EMPLOYEES

35.1 Job Classifications

The Parties agree that the Company shall have the right under this CBA to determine which employees shall be promoted, from time to time thereunder, and how they shall be classified. ~~[Note - The Parties agree to meet and confer to should]~~ discuss a system for rationalizing the placement of newly hired Shop-based employees in the following positions:

- (a) Lead/Foreman: Those whose duties are to assist in assigning and overseeing Shop employees covered by this Agreement, and who are fully capable of performing the tasks associated with a Class "A" Mechanic (except that employees serving as leads/foremen as of the date of this Agreement need not be "A" Mechanics, but all leads/foremen appointed in the future shall be). Employees serving in lead/foremen positions shall be paid \$1 per hour more than their regular hourly rate of pay.
- (b) Class "A" Mechanic (including Coach A): Those who are highly skilled and experienced in maintenance, repair, welding, fabricating, and rebuilding of equipment serviced and repaired by the Employer, including but not limited to the engine, drive line, brakes, suspension, cooling system, electrical system, fuel system, steering, frame, body, air conditioning, heat, glass, and any other related areas on a bus or van. Class "A" Mechanics do not need immediate supervision for the successful performance of their duties. Class "A" Mechanics must maintain any licenses or certifications required by the Employer or law to perform the above-mentioned repairs.
- (c) Class "B" Mechanic (including body repair people and clerks): Those who are skilled in maintenance, repair, welding, fabricating,

and rebuilding of equipment serviced and repaired by the Employer. Class "B" Mechanics require immediate supervision for the successful performance of their duties. Class "B" Mechanics must maintain any licenses or certifications required by the Employer or law to perform the above-mentioned repairs.

- (d) Class "C" Mechanic (including radio repair people): The duties of a Class "C" Mechanic include, but are not limited to, changing of oil, filters, checking and replacement of belts, and any other tasks directed by the Shop Supervisor or a Lead/Foreman. Class "C" Mechanics must maintain any licenses or certifications required by the Employer or law to perform the above-mentioned repairs.
- (e) Mechanic's Helper: A Mechanic's Helper is a person who, under the direct supervision of a Class "A," "B," or "C" mechanic assists those mechanics in the performance of their assigned tasks. A Mechanic's Helper must be able to change tires, dismantle and replace components, clean parts and components, and provide general assistance.
- (f) Yardman: Drives, fuels, and parks buses in their assigned spaces. The Yardman is also responsible for servicing each vehicle with respect to oil, coolant, transmission fluid, windshield wiper fluid, batteries, and cleanliness of the engine compartment. The Yardman is also responsible for maintaining the cleanliness of the parking areas, driveways, and outside areas at the terminals (including the trimming of weeds and grass).
- (g) Building Maintenance (General): Those employees assigned to provide physical plant maintenance and improvements services at the Company's facilities, including, without limitation, cleaning of the interior and exterior of those facilities.
- (h) Building Maintenance (Cleaning): Those employees whose primary duty is to clean the interior or exterior of the Company's facilities.
- (i) Parts: Those employees who assist mechanics in locating any required parts, materials, or supplies used in the maintenance of Company vehicles. They will also be required to make entries into the computer terminals for vehicles, parts used, inventory control, and overall accounting for parts and materials used. They will load and unload trucks, assist in stocking shelves and bins, and compile and pack orders to other terminals. Further, they must contact vendors to check prices on orders and provide cost comparisons.

35.2 CDL Requirements: All employees hired into all Mechanic and Yardmen job classifications after ratification of this Agreement, must maintain an A, B, or C level CDL. If hired without their CDL, such new hires shall be paid one (1) dollar per hour less than the starting rates and shall have ninety (90) days within which to acquire their CDL with endorsements. After ninety (90) days, those new hires with CDLs (and endorsements) will receive the additional \$1 in pay and those without such credentials may be terminated in the event that the Employer determines that the new hire in question needs her CDL to perform the tasks of her employment. (Those new hires retained by the Company notwithstanding their failure to achieve a CDL shall not be required to attain one at any time thereafter to maintain their employment.) Those existing Mechanics who maintain a CDL with P & S endorsements and are 19-A qualified have additional compensation already included within their rate (\$1 per hour). Mechanics who receive such additional compensation may not unreasonably refuse to perform driving services (Route or Charter) when requested by the Company. Those Mechanics employed by the Company as of the date of June 30, 2010 ratification of this Agreement who do not have CDLs shall be red circled and exempt from the requirements of this subparagraph 35.2, as well as any new hires referenced in the parenthetical above. By way of clarifying the preceding, the Parties agree that no mechanic hired prior to June 23, 2010 who does not have a CDL will, in the future, receive an increase in pay for obtaining their CDL. However, in the event the Company determines that it desires additional CDL mechanics from existing personnel that do not have CDLs, once opened up, those mechanics will receive an additional \$1 per hour for obtaining a CDL, which shall be offered by seniority in each terminal.

35.3 Uniforms and Gear

- (a) All Mechanics and Maintenance Employees must sign for receipt of and wear a Company uniform (shirt, pants, and jacket).

- (b) The Company will bear the costs of providing and cleaning 10 shirts, 10 pants, and 2 jackets to each such employee.
- (c) Mechanics and Maintenance Employees are responsible for any loss or damage (not due to normal wear and tear) to the uniforms.
- (d) Mechanics and Maintenance Employees must return any uniform shirts, pants, and jackets issued to them by the Company upon separation from employment.
- (e) The Company agrees to provide three (3) sets of rain gear (jackets and pants) to each Terminal.
- (f) The Employer shall provide an adequate supply of safety glasses and nitrile gloves to each terminal.

35.4 Hours of Work

- (a) Hours Guarantees: All full-time Mechanics/Maintenance Employees will be guaranteed work for eight hours a day for five (5) out of seven (7) calendar days in a week. Employees who work more than forty (40) hours in a week shall be paid time and one-half (1 ½) of their regular rate of pay. Any Mechanic/Maintenance Employee called in to work after a scheduled workday shall be guaranteed a minimum of two (2) hours. An employee who is called in prior to the start of his shift shall be allowed the work until finish time of his then applicable regular shift. Employees shall be expected to work a reasonable amount of overtime if necessary.
- (b) Part-Timers: The Employer may hire part-time Mechanic/Maintenance Employees as it deems necessary but must designate employees as part-time and may not work them more than an average of 24 hours per week. When seeking to hire Mechanics/Maintenance Employees, the Company shall use reasonable, good faith efforts to hire full-time employees, but shall be permitted to hire employees on a part-time basis if it is reasonably unable to identify full-time new hires. The number of part-time Mechanic/Maintenance employees shall not exceed ~~25%~~50% of the Mechanic/Maintenance Employee component of the Company's workforce.
- (c) Training Time: Any time the Company asks Mechanics to receive additional training, the Company shall cover all expenses (i.e., room and board, traveling, books, etc.) associated with such training. In addition, the Mechanics shall be paid at their regular rate of pay for all hours spent at such training.

- (d) Overtime: Mechanics and Maintenance Employees will be paid at time and one-half (1 ½) of their regular rate for all hours worked in excess of 40 in a week. Shop-based bargaining unit personnel shall be given consideration for any overtime work deemed necessary by the Employer before any outside person or persons are utilized.
- (e) While the Company has the ability to change starting times and days of work for its Mechanics, in the event that such a change is enacted, the Mechanics may bid into other Mechanic positions/schedules for which they are qualified (e.g., Class B to Class B, Helper to Helper) based upon their seniority within the classification and terminal to which they are assigned. For instance, if the Company desires to change the starting time for an A Mechanic, it shall first offer the new starting time to all A Mechanics in the Terminal on seniority basis and if none accept it, it shall then have the ability to assign the changed position to the most junior A Mechanic.
- (f) All new jobs shall be posted for bid (including their classification and start/end times) at all the locations and the most senior qualified employee shall be awarded the position. All job postings shall remain posted for at least 48 hours.

35.5 Time Off and Leaves:

(a) Vacation Time

All non-probationary regular full-time Mechanics and Maintenance Employees shall be entitled to vacation time according to the following schedule: and based upon anniversaries to their hire date (and to be used by their following anniversary date):

<u>Years of Service</u>	<u>Annual Vacation Entitlement</u>
<u>Less than 1 year of service</u>	<u>0 days</u>
1 but less than 2	5 days
2, but less than 3	10 days
3 or more	15 days

- (i) Vacation pay is equivalent to the number of hours the employee is regularly scheduled to work, not to exceed eight (8) hours in a day. Employees shall receive their

vacation pay on the last pay day before the employee's vacation.

- (ii) The approval of any vacation request will be based on seniority, as well as the individual needs of every department. Employees may not take more than 2 weeks of vacation at any time.
- (iii) The Company reserves the right to black out the following periods: the two weeks after school ends, the two weeks before school starts, and the ~~three~~ two weeks ~~before and~~ after school starts.
- (iv) An eligible employee must file a written request for vacation with her immediate supervisor (to be approved by Human Resources) not less than thirty (30) days in advance of the proposed vacation time. Vacation requested in a timely manner will not be unreasonably denied. Further, Human Resources must approve, in writing, any such vacation request.
- (v) Eligible employees may not carry over accrued/earned but unused vacation time into the following school-year. Further, eligible employees will not be paid out accrued/earned but unused vacation time if not used in the year in which it is granted, unless the employee is unreasonably deprived of the opportunity to use vacation time during the school-year.
- (vi) The Parties hereby clarify that an employee shall receive no more than five (5) days' pay in a vacation week.

~~(b) — Sick Days~~

- ~~(i) — All non-probationary regular full-time Mechanics and Maintenance Employees shall accrue one-half (1/2) sick day for every full month worked in each calendar year.~~
- ~~(ii) — Eligible employees who miss more than one full workday (excluding approved time off) or have one lateness in excess of 15 minutes shall not accrue any sick leave for that month.~~
- ~~(vii) Eligible employees who are terminated for cause for any reason shall not be entitled to payment for earned but unused vacation time.~~

~~(viii) Employees must give two weeks' notice of resignation to receive payout of earned unused vacation days.~~

~~(b) Sick/Personal Days~~

~~(i) All non-probationary regular full-time and regular part-time Mechanics and Maintenance Employees shall be eligible to take paid sick leave. These eligible employees must work a minimum regular schedule of five (5) days per week, and at least four (4) hours per day. Regular full-time and regular part-time mechanics and maintenance employees still in their probationary period shall continue to accrue sick leave during that period according to the formula set forth in paragraph (b)(i) above who have passed probation by August 31 of any year shall receive six (6) Sick/Personal Days on September 1 (for 2015, awarded on the first day after the ratification date if the ratification occurs on or before October 17, 2015), to be used by the following August 31, for the term of this CBA. Unused sick days as of August 31, 2015 shall be eliminated as a transition to this new sick/personal day procedure.~~

~~+++ (ii) Eligible employees who fail to inform the Company at least one hour prior to their report time that the employee will not report to work or who have any lateness in excess of 15 minutes may receive a discipline within the progressive disciplinary system. If an employee fails to call or show for work, such failure may be deemed to be part of a no call/no show violation under the applicable provisions of this Agreement.~~

~~+++ (iii) Sick pay shall be paid according to the number of hours the employee is regularly scheduled to work in a regular work day.~~

~~(v) Eligible employees will be permitted to carry over up to two (2) accrued but unused sick days to the following calendar year. Effective 2016, eligible employees who have accrued but earned but unused sick days at the end of the calendar year August 31 will be paid for that accrued earned but unused time in February of the following year (unless carried over up to a maximum of two (2) in any year). Eligible employees who are terminated for cause shall not be entitled to payment for accrued but unused sick time.~~

~~(vi) The Parties confirm by November 30. Employees must be working at the following understandings relating time of payout to the sick day procedure:~~

~~(1) Employee does not accrue if more than 1 unexcused day in month~~

~~(2) Employee does receive sick/personal day payout of unused sick/personal days. Employees who resign without two weeks' notice or are terminated at any time during the calendar year are not accrue if one lateness over 15 minutes in a month~~

~~(v) (iv) Use entitled to pay out of accrued unused sick days counts as excused/personal days off for subsection 35.5(b)(vi)(1) above for any reason. For employees that are eligible for a payout of unused sick/personal days upon providing the proper two (2) weeks' notice of their resignation, the days to be paid out to them are those that have been actually earned but not yet used.~~

~~(1) These clarified rules apply to the accrual of sick leave from 1/1/11 forward and all items from 12/31/2010 back are resolved without adjustment.~~

~~(v) Any absence of four (4) days or greater requires a Physician's note prior to returning to work which covers the absence and approves the return to work without restrictions in the employee's job classification. Employees shall be automatically suspended if no note is provided when seeking to return to work. Employees who call in sick on a day that is later declared a snow/emergency day shall be required to utilize a sick/personal day if employee has available days.~~

~~(c) Holidays~~

~~(i) All non-probationary regular full-time Mechanics and Maintenance Employees who are employed by the Company and who have more than one year of service as of the date of ratification of this Agreement shall be entitled to the following paid holidays, subject to the following conditions:~~

~~(1) For Christmas Day, Day after Christmas Day, Thanksgiving Day, Day after Thanksgiving Day, and New Year's Day, otherwise eligible employees must work all other regularly scheduled hours during the week in which the holiday occurs and all regularly scheduled hours of the work day~~

immediately preceding and immediately following the holiday.

- (2) For all other holidays, otherwise eligible employees must work all regularly scheduled hours for the day before and the day after the holiday.

Absences for the following constitute valid reason for non-compliance with the conditions set forth in (a) and (b) above, and shall not operate to prevent an employee from receiving holiday pay: (i) jury duty; (ii) bereavement leave; (iii) attendance at a hearing concerning a worker's compensation injury suffered by the employee; (iv) a workers' compensation injury suffered by the employee on the day before a holiday which renders the employee unable to work on the day before or after the holiday; (v) a workers' compensation injury suffered by the employee on the day after a holiday which renders him unable to work that day; (vi) documented reasonable emergencies, in management's discretion; or (vii) other approved time off.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Day after Christmas Day

- (ii) Eligible employees who satisfy the requirements for holiday pay set forth in paragraph (c)(i), above, shall receive pay equal to their regularly scheduled number of daily hours (not to exceed eight (8) hours per day) based on the number of hours worked in their regularly scheduled shift.

- (iii) If an eligible employee is called to work on a paid holiday, she shall receive, in addition to Holiday Pay (under the formula set forth in paragraph (c)(ii), above), pay at her basic hourly rate for all hours worked up to a maximum of eight (8) hours, with a minimum guarantee of two (2) hours.

- (iv) Eligible employees will be paid for Christmas Day, the day after Christmas Day, and New Year's Day after the employee has worked the regularly scheduled day(s) after each holiday.

- (v) Newly hired eligible employees (i.e., those who have not completed their probationary period or who previously were not eligible for all 12 paid holidays commencing employment with the Company after the date of ratification of this Agreement and as limited in Article 4 (Probationary Period), above) and who satisfy the requirements set forth in (c)(i), above, shall receive six (6) paid holidays – Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, and Presidents' Day, and Memorial Day – upon completion of their probationary periodone (1) year of service, and the twelve (12) paid holidays set forth in Section (c)(i) above after the completion of one (1) yearthree (3) years of service. All other rules, regulations and qualifications for holiday pay as set forth in this Section (c) apply to newly hired employees. Employees that have more than one year of service but who previously did not have 12 paid holidays shall be eligible for all 12 paid holidays in the future.

- (d) Bereavement Leave: All 5 day a week non-probationary full-time employees shall be entitled to receive up to three (3) working days off with regular straight time pay (up to eight (8) hours per day) in the event of death in the employee's "immediate family," defined as a parent, spouse, life partner, parents-in-law, child, brother, sister, grandparent, or grandchild. Payment will be made for up to three (3) working days lost during the seven (7) calendar days immediately following the death. Employees shall receive bereavement pay for their mother-in-law and father-in-law for a maximum of one (1) time during the course of the employee's employment. Stated otherwise, employees who remarry will not receive bereavement pay for multiple sets of parents-in-law. "Life partner," as used in this paragraph, shall be defined as someone with whom the employee has been living for at least one (1) year or more and registered with the Company's Director of Human Resources at least one (1) month prior to the request for

bereavement leave. The bereavement leave set forth above may be granted to an employee (upon her request) during the period of 8-30 days following the death, if the employee can demonstrate extenuating circumstances, which request shall not be unreasonably denied by the Company.

Employees may be required to provide to the Employer proof of relationship and death (which can be made in the way of a funeral home letterhead and/or copy of an official death certificate) of the immediate family member for who bereavement leave is being taken.

35.6 Tool and Shoe Allowance: Annually, each full-time Mechanic/Maintenance employee shall receive up to a maximum of one hundred (\$100.00)seventy-five dollars (\$75.00) for reimbursement of approved shoes. Approved shoes must meet the following criteria: non-sneaker, boot-like or similar shoe (hi-top or low-top) that has a slip-resistant sole. The receipt for approved shoes must include the name of the place of purchase, the date of purchase, the amount of the purchase and must reasonably reflect the approved shoe that was purchased. In addition, current "A," "B," and "C" Mechanics shall receive up to a maximum of one hundred fifty dollars \$150.00 for reimbursement of approved tools each year. Approved tools are such tools purchased in reasonable quantity to be used in the service of maintaining Employer vehicle and kept on Employer premises while the Mechanic is present. To be eligible for these reimbursements, the employee must produce a receipt verifying the purchase of approved shoes and/or tools. The receipt for approved shoes must include the name of the place of purchase, the date of purchase, the amount of the purchase and must reasonably reflect the approved shoe that was purchased. The receipt for approved tools must include the name of the place of purchase, the date of the purchase, the amount of the purchase, and must reasonably reflect the approved tool(s) that were purchased. It is expected that such items as are reimbursed under this tool and shoe allowance will be utilized at work and kept on the Employer premises while the Mechanic is present. To be eligible for reimbursement, shoe and tool receipts must be dated for the twelve

(12) month period beginning September 1st of the previous year and ending August 31st of the current year. The original receipt(s) must be turned in by September 15th of the current year.

These reimbursements will take place by October 15September of each year. The Company will reimburse for items purchased on lay away up to the maximum allowed. However, employees are only permitted to submit a receipt for tool and/or shoe reimbursement if the purchase was made in the eligible period beginning September 1st of the previous year.

35.7 Tool Insurance: The Employer agrees to provide tool insurance of up to \$10,000 for each Mechanic provided they supply pictures and a written list of tools (updated as needed) to the Employer and insurance company. Employees who elect to have their tools covered by this insurance policy may not remove them from the premises without the express written permission of their Shop Supervisor. The reimbursed value of any covered tools shall be determined solely by the insurance company.

35.8 Repair Manuals: The Company will supply all necessary repair manuals to each facility. These Repair Manuals will be kept in the Shop Supervisor's office.

35.9 Snow Removal: All of the Mechanics/Maintenance employees covered by this Article 35 are responsible for reporting to work on days routes are closed due to snow or emergency and assisting in snow removal from Company vehicles and terminal property if necessary.

ARTICLE 36: MANAGEMENT RIGHTS

36.1 Except as otherwise specifically provided or limited by this Agreement, the Employer retains the right to manage its terminals and facilities; to direct, control, and schedule its operations and its work force; and to make any and all decisions affecting the business, whether or not specifically mentioned herein. Such prerogatives, rights, authority, and functions, to the extent that they are not otherwise specifically provided or limited by this Agreement, shall

include the right to: hire, promote, layoff, assign, transfer, suspend, discharge or discipline employees; select and determine the number of its employees including the number assigned to any particular work and to increase or decrease that number; direct and schedule the work force; determine or change the number of work shifts, and the starting time, quitting time or the number of hours to be worked by employees, including reasonable mandatory overtime where needed and permitted by this Agreement; organize, discontinue, enlarge, reduce or revise a function; determine or change the location and type of operation; determine or change the methods, procedures, materials, equipment, technology and operations to be utilized by employees; determine, change or install any security, surveillance, tracking, communication, and/or GPS equipment or technology to be utilized at the Company (which is not otherwise prohibited by law); relocate, discontinue or close all or any part of the operations of the business; establish, implement, post, modify, terminate, enforce and discipline under reasonable rules and regulations, policies and procedures, including but not limited to attendance control, background checks and drug and alcohol testing; establish, implement, conduct, modify, terminate and determine the content of training programs; introduce new and improved methods, technologies or revisions of operations.

36.2 The Employer shall publish an Employee Handbook from time to time, as appropriate. The provisions of the Handbook are intended to apply to all bargaining unit employees, except where a provision of that Handbook expressly conflicts with this Agreement. In the case of such a conflict, the terms of this Agreement shall govern. The Company will provide the Union with advance notice of any changes to the Handbook no less than two (2) weeks before providing same to the employees. As a condition of employment, all employees covered by this Agreement shall sign an acknowledgement for receipt of the Employee Handbook.

36.3 Non-bargaining unit personnel may perform work that is regularly performed by bargaining unit employees for: (1) training purposes; (2) 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 (3) where sufficient bargaining unit personnel or equipment at the terminal are not reasonably available. Additionally, the Company reserves the right to utilize casual, temporary, temporary agency employees and/or third party contractors to perform bargaining unit work, provided 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 bargaining unit employees.

ARTICLE 37: EMPLOYER GIFTS

37.1 Over time, the Company, in its sole discretion, has provided certain gifts to bargaining unit employees. Henceforth, the Company may, in its sole discretion, provide bargaining unit employees with the following gifts:

- (a) Thanksgiving turkey certificates/gift cards;
- (b) Christmas party;
- (c) Various raffles;
- (d) Refreshments at certain classes;
- (e) Longevity awards; and
- (f) Driver appreciation gifts.

37.2 The Union expressly acknowledges that the foregoing are not terms and conditions of employment over which the Company is required to bargain.

ARTICLE 38: WORK STOPPAGE – NO STRIKE

38.1 During the term of this Agreement, no employee shall engage in, without limitation on the following, any strike, sit-down, sit-in, slow-down, sympathy strike, picket, cessation or stoppage or interruption of work, or boycott interfering with or initiated against the operations of the Employer. The failure or refusal on the part of any employee to comply with the provisions of this Article 38 shall be cause for immediate discipline, including discharge, and such discharge shall not be subject to the arbitration provisions set forth in this Agreement.

38.2 During the term of this Agreement, the Union, its officers, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction (without limitation on the following) any strike, sit-down, sit-in, slow-down, sympathy strike, picket, cessation or stoppage or interruption of work, or boycott interfering with or initiated against the operations of the Employer, or ratify, or condone or lend support to any such action initiated by any person or entity.

38.3 Should any (without limitation on the following) strike, sit-down, sit-in, slow-down, sympathy strike, picket, cessation or stoppage or interruption of work, or boycott interfere with or be initiated against the operations of the Employer, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;
- (b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and,
- (c) Post notices at each and every Union Bulletin Board advising that it disapproves such action and instructing employees to return to work immediately.

In the event the Union (and/or its authorized agents, fellow unions, and International Union) faithfully and timely complies (as required by this Sub-Section 38.3) with the Employer's

request as provided herein, the Employer agrees that it shall hold the Union harmless for any continuing activities of an individual and nature in violation of this Article. However, nothing herein shall preclude the Employer from disciplining or discharging any employee who fails to comply with this Article.

38.4 The Employer agrees that it will not lock out employees during the term of this Agreement.

38.5 Nothing herein shall preclude handbilling or demonstrations which do not violate applicable law and which do not have as their object to encourage or assist, directly or indirectly any strike, sit-down, sit-in, slow-down, sympathy strike, picket, cessation or stoppage or interruption of work, or boycott interfering with or initiated against the operations of the Employer.

ARTICLE 39: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors, and assigns. Upon a sale or transfer of ownership of the operation of the routes which at present are operated by the Employer, for any reason whatsoever, the Employer shall notify the prospective purchaser prior to the sale or transfer of the existence of this Agreement with the Union.

ARTICLE 40: INFORMATION SHARING

40.1 The Company will ~~create~~maintain a binder at each terminal ~~by January 30,~~
~~2012~~ to include the following

- (a) All standard packages at terminal;
- (b) On a go forward basis, tracking of charter work and the successful bids on such charter work;
- (c) Stewards can have reasonable access to it on advance notice; and

(d) If a Union Representative requires access to the binder to address a grievance, he/she shall make an appointment to review the binder with the Terminal Manager. Such appointment cannot be unreasonably delayed.

40.2 The Company will provide the following to the Union

(a) Copy (at no charge) of bids in August and June (or ASAP if not available at such times) each year (cover sheet and not including customer names and contact information). (Total of twice per year). Updates to be reflected in binder in 40.1 above.

(b) Copy (at no charge) of standard package for each bid when established for school year and summer program. (Total of twice per year). Updates to be reflected in binder in 12 b above.

(c) Seniority (at no charge) list every 6 months including name, class, regular rate of pay, hire date and classification date (total of twice per year).

(d) When established, copy (at no charge) of list of Home Drivers, Home DAs and parkouts for school year and summer program (total of twice per year).

(e) The Company agrees to provide (in a timely fashion) all pertinent information (at no charge, unless overly burdensome) necessary to process specific grievances and related arbitrations.

40.3 The Union agrees to provide the following to the Company:

(a) Union agrees to provide (in a timely fashion) all pertinent information (at no charge, unless overly burdensome) necessary to process specific grievances and related arbitrations.

(b) Union agrees to provide current copies (at no charge) of its other school bus industry CBAs.

ARTICLE 41: FEDERAL, STATE, AND LOCAL REQUIREMENTS FOR DRIVERS AND DRIVERS' ASSISTANTS

41.1. The Company will continue to offer a reasonable group transportation alternative as it has in the past for refingerprinting and refresher courses.

41.2. The Company will continue to pay for such items as the actual physical examinations and actual fingerprinting requirements as it has in the past.

41.3. Employees who do not utilize group transportation when available for refingerprinting and refresher courses at the times established by the Company shall bear the responsibility of transporting themselves.

41.4. The Company may utilize a service provider and/or the service provider's facilities to assist in meeting the employee requirements or, if permitted, may provide the service itself and/or use its own facilities.

41.5. The Union agrees that, with the exception of those items which are specifically included as compensable elsewhere in this Agreement, the Company will not compensate for the time spent by any bargaining unit employee being transported, transporting themselves, and/or the time spent at or waiting for federal, state, and local requirements including, but not limited to, 19a, recertification, physical exams, refresher courses, and refingerprinting.

41.6. The Company will utilize its reasonable best efforts to notify employees of their requirements to timely complete physicals and licensing requirements, with the understanding that it is ultimately the employee's responsibility to timely complete physicals and licensing requirements. Employees should ask their dispatcher if they are unsure of the due date for their physicals and/or licensing requirements.

ARTICLE 42: UNIFORMS

42.1 Uniform's under this policy may be required on no less than policy is subject to change by 30 day's-notice from the Company to the Union.

42.2 The Company may require Drivers and Driver's Assistants covered by this Agreement to wear a uniform. If required to wear a uniform, employee shall be provided by the Employer three (3) shirts in year 1, two (2) shirts in year 2 and two (2) shirts in year 3. Employees may purchase additional shirts at the Employer's cost for said items. The Union may request to substitute other items of clothing such as pants, jackets, hats, etc., for the employees as a whole, provided the cost shall be no more than that of shirts provided an employee in any year. The employees shall be responsible for maintaining the uniforms.

42.3 Employees are required to dress appropriately and be well-groomed at all times in order to project a professional image to the public. The typical outfit for Drivers and Driver's Assistants required to wear a uniform shall be the company issued shirts, black or dark pants (including black jeans), black or dark shorts during summer schedule

only, and black shoes or sneakers. Light colored pants, dungarees, stone-washed or denim jeans, athletic type shoes, sandals or slippers are unacceptable.

42.4 Employees shall be responsible for loss or excessive damage to any uniform item.

42.5 Picture IDs may be required by the Company. If a picture ID is required, employees will be responsible for paying \$5 to replace if lost. Free replacement if worn or damaged.

42.6 As a security measure, employees may be required to wear identification.

ARTICLE 43: POSITIVE RELATIONS COMMITTEE

43.1 The parties will endeavor to work together constructively to develop a positive labor-management relationship that supports the long term needs of the Company, the Union and the employees. It is the parties' mutual goal to demonstrate that labor-management collaboration can produce market-leading competitive performance and a superior workplace for employees. In this spirit, the parties agree to conduct communications in a manner which is respectful of the other party. The parties are committed to a relationship based on proactive communications designed to minimize conflict and address the legitimate concerns of both parties.

To this end, the parties agree to establish a cooperation committee composed of up to three (3) Company representatives, one (1) Union Representative, and two (2) bargaining unit employees to be selected by the Union to meet no more than once a quarter, i.e., every three (3) months, to review and discuss issues of mutual importance and to resolve disputes. It is the intent and desire of the parties that such committee will function to minimize disputes and disagreements. The committee will meet to:

(a) consider cooperative efforts to promote harmony and efficiency among

employees, the general welfare of the company and the safety in operations;

(b) explore the potential for engaging in common legislative activities and communications with federal, state and local government entities;

(c) explore joint approaches to achieving union and company organizational effectiveness;

(d) promote employee training initiatives to maintain a safe and productive workforce; and

(e) to encourage cooperation to promote innovation, quality of service and continued growth.

43.2 No bargaining unit employees shall be paid by the Company for participation on the committee and the committee shall convene during non-working time for each of the bargaining unit employees on the committee.

~~ARTICLE 42~~ **ARTICLE 44: NO MODIFICATION**

Neither the Employer nor any front-line supervisor, employee or group of employees shall have the right to waive or modify any provisions of this agreement without written authorization from the Union and Employer.

~~ARTICLE 43~~ **ARTICLE 45: TERM OF AGREEMENT**

Once ratified, this Agreement shall be in full force and effect from ~~June 23, 2010~~ the ratification date through and including June 30, ~~2015~~ 2018 and shall renew from year to year on July 1 of each successive year unless and until, not less than sixty (60) days prior to July 1 of any successive year of this Agreement, written notice to modify, amend and/or terminate the Agreement is given by either party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, ~~2010~~ 20

Baumann & Sons Buses, Inc.

**International Brotherhood of Teamsters,
Local 1205**

**BY: _____
RON BAUMANN – PRESIDENT**

**BY: _____
TIMOTHY LYNCH - PRESIDENT**

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TO BE UPDATED LATER**

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