

REVISED VERSION ~~4.285.18.15~~

**UNION CONTRACT PROPOSALS**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BAUMANN & SONS BUSES, INC.**

**&**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL 1205**

**June 23, ~~2010-2015~~– June 30, ~~2015~~2018**

**The Union reserves the right to add to and/or modify these proposals at any  
time.**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this      ~~15<sup>th</sup>~~ day of June, 20105, and effective upon its ratification date (~~June 23, 2010~~), 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.”

**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**

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 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; 859 Old Riverhead Road, Westhampton, NY; 1793 Louis Kossuth Avenue, Ronkonkoma, NY; and Three Village, NY, *See* Election Certification 29-RC-11819, ~~and~~ 100 Windsor Place, Central Islip and any such new establishments that the Employer may own, maintain, operate and/or control anytime during the term of this Agreement, including all facilities operated as the result of expansion or change.

1.1 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 (This will become bidded by seniority position.). ~~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.

2.92.10 Ramp "Wheelchair" Driver Assistant: An employee who performs the duties of a Driver Assistant on a ramp, lift, or wheelchair type van or bus.

2.102.11 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.

2.112.12 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.

~~2.12.13~~ Driver's Assistant: An employee who is responsible for the safety and order of all passengers on a vehicle. This employee assists the Driver, as much as possible, but is not expected and is responsible to have a working knowledge of the route, including or an up-to-date turn-for-turn (left/right) sheet with appropriate pick-up and drop-off times.

~~2.13.14~~ 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 (30<sup>th</sup>) 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 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 forty eight after thirty (4830)~~ hours~~days~~ of hiring of an employee 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. (Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011).~~

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 all bargaining unit work, including extra work, ~~with~~ layoffs and recall from layoff, and vacation schedules, 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.
- (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 tie breaker 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 7 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 two ~~one~~ calendar years 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. If the Employer does not review the circumstances, or a review does not lead to an extension, the Union has the right to grieve the Employer's determination;
- (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 thirty six ~~eighteen~~ (3618) 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 every three 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 Driver and/or Driver Assistant employees are is hired and there are no open runs, the employee will be classified as a "Spare EmployeeDriver," 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 guarantees set forth in Article 10. They will continue being a Spare. Rather, they will be paid only for hours worked until such time they successfully bid on an open position.

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 ~~is required to accept~~ will consider ~~transfers~~ requests from other job classifications and the successful candidate will be determined on the basis of date of hire, provided the employee has the proper license ~~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 addition, employees may also be permitted to change yards by requesting such transfer by filling out a "Request for Transfer Form" provide by the Employer. The Employer shall not place any new employee in any position if there is a current (more senior) employee requesting that position. with the prior permission of management 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 voluntary downgrades: Employees who 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.
- ~~(b)~~(c) For involuntary downgrades: Employees who transfer or downgrade as a result of loss of work 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, including if they go into a new classification. Pay rates and pick priority shall be determined within the new classification based on the original date of hire. If work returns to the Employer, any employee who had involuntarily

downgraded, will be offered to transfer back to her previous position without any loss of seniority or wage scale progression.

~~(e)~~(d) 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 Employer, any employee who had involuntarily transferred or downgraded, will be offered to transfer back to her previous position without any loss of seniority or wage scale progression.

~~(d)~~(e) 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)~~(f) 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.

**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 31<sup>st</sup> of each year, employees must submit the Company-issued (and approved by the Union) 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, but in any event, no less than 3 days before the pick. 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 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 Those employees who wish to serve as Home Drivers and Home Driver Assistants must inform the Company, in writing, by August 15<sup>th</sup> 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. There shall be no less than twenty five percent (25%) of all runs offered as Home Drivers and Home Driver Assistant positions (proportionately by job class). These positions shall be offered by geographic efficiency and seniority. If two persons live within equal distance of the facility when the work is available and assigned, it shall be assigned by seniority. If less than twenty five percent (25%) of the employees at any one facility are not interested in the home vehicle position or Home Driver Assistant position, their starting and ending time will be at their terminal. ~~The Parties confirm the Company's rights to designate assignment of home driver, home DA and parkout routes. (Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011).~~

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 Ppositions that become vacant during the school year, will be bidded out and backfilled on the basis of terminal seniority, or geographic proximity in the case of home vehicle positions. All vacancies shall be posted on the Union's bulletin board for at least 48 hours and the winning bidder will be assigned the work within 96 hours of the

original posting date. Should no one bid on the vacant position, the Employer shall be permitted to hire from whatever sources they choose. ~~The Parties clarify that the number of re-bids under this section is not limited within the group of eligible employees at the terminal. (Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011 resolving Failure to Bid Work Grievance AAA Case No. 13-300-01553).~~

Notwithstanding the above, after June 1 during the school year and through the last day of the school year ~~and at any point after the summer schedule begins~~, the Employer has the discretion to assign employees to vacancies 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 one (1) bump per laid off employee at a terminal as a result of such route or bid position elimination.~~ Once bumped, a bumped employee cannot exercise his any further their bumping rights over the least senior employee in any classification said employee is qualified to work in at any covered facility. ~~less senior employees.~~

6.9 Additional runs can be added to packages after the annual bid but only if the Company can show that said additional run shall be assigned to a particular package, the driver is the run that 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 employee driver who could accomplish the work with equal efficiency and/or economy, then the additional run shall be posted and offered by seniority. If no one volunteers, the least senior of

such drivers or driver assistants 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 week.

6.10 Upon return from a protected leave, an employee will be restored to her former position if she can return to work within ~~twelvesixty~~ (1260) ~~weeksdays~~.

6.11 If an employee on a protected leave cannot return to work within twelve ~~sixty~~ (1260), ~~weeksdays~~, 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). An employee on a protected leave shall be permitted to bid on any and all runs.

~~6.12~~ All late runs and any and all additional work shall be bidded work.

When bidding late runs or additional work, the Company shall have the right to refuse to assign such work if such assignment will cause the employee to work in excess of ~~fifty forty four~~ (5044) hours in the week.

~~6.13~~ 6.12 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<sup>st</sup> of each year.
- (b) Summer picks will be posted in June. 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 additional runs that come 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. ~~(Edits from June 17, 2014 e-mail agreement.)~~
- (ii) Summer 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. ~~(Edits from June 17, 2014 e-mail agreement.)~~
- (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 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. (Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011 resolving medical contribution issue). Employee is responsible for employee's medical contributions for the summer months if coverage continues, regardless of whether the employee returns for work in the fall. (Edits from June 24, 2014 Settlement Agreement re Coram and Copiague loss of work.)~~



- (g) All employees who pick summer work must work their picked routes to the completion of the bided pick. There shall be no splitting of routes.

6.14 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.

6.146.15 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 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 ~~shall be responsible for promptly notifying~~ the Company of same and to provide copies as soon as reasonably possible. Any Calendar changes, absenteeism, packages not running in whole or in part, shall not serve to eliminate a day's work within the guaranteed weeks. Nor is any employee required to work to receive his guarantee if any part of his package is not running for any reason. 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 ~~for any reason 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 will not be required to work and will be paid occurring to her guarantee. 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 advanced 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 have a list of their recess weeks and other days off included. 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. ~~(Edits for second sentence from Multiple Issue Settlement Agreement 3/28/13 signed 5/3/13.)~~
- (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 shall set forth a good faith estimate of the amount of time needed to complete the work on the route.

UNION PROPOSALS~~REVISED~~ \_VERSION 54.2182-6.15

~~(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.~~

~~(Edits from Scheinman Consent Award August 22, 2012).~~

~~(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.

~~(Edits from Multiple Issue Settlement Agreement 3/28/13 signed 5/3/13)~~

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

~~(Edits from Peter Baione Settlement 8.25.14.)~~

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. ~~(Edits from Francisco Salinas Settlement 11.18.13.)~~

6.16 Any employee that refuses to do~~returns~~ a run to the Company after it has been picked has abandoned their job. ~~(Edits from Peter Baione Settlement 8.25.14.)~~

**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) working days of the date of mailing of the Employer's registered mail notice, return receipt requested, which shall be sent to her last address on file with the Employer, with a copy 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 in writing all employees and the Union 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, the Union and the employees' Shop Stewards, 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. Weekend work for Drivers and Driver Assistants, other than Charter work, subject the daily guarantee set forth in Article 10

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. ~~(Edits from Tener Arbitration Award of June 1, 2012).~~ Work time also includes ~~reasonable~~ time spent submitting to Employer or DOT required drug tests, any and all safety and refresher classes, any retraining, any time spent changing of routes (for example, dry runs).

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, e~~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.

~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011).~~

(e) Drivers shall receive their regular rate for time spent completing left/right sheets. ~~(Edits from Settlement for Alleged Failure to Pay Correct Rate for Completing Right/Left Sheets executed February 4, 2014)~~

#### ~~8.5~~ ~~Bid Package Clarifications Effective 8/22/2012~~

~~(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 holiday, snow/emergency 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, 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 holiday, snow/emergency 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 holiday, snow/emergency 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 holiday or emergency 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.~~

~~(Edits from Scheinman Consent Award 8/22/2012 and Multiple Issues Settlement Agreement 3/28/13 signed 5/3/13)~~

8.68.5 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.

8.78.6 Home Drivers and Home Driver Assistants:

~~(a)~~ Home Drivers and Home Driver Assistants shall be designated by the Company, first by geographic efficiency and then by seniority, as per 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. (Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011).~~

~~(b)~~(a) 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.

~~(e)~~(b) 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)~~(c) Home Drivers must return home vehicles within a reasonable period of time upon receiving notice from the Company.

~~(e)~~(d) 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 Maintenance and Mechanic employees who work at least six (6) hours in a day shall be entitled to a one (1) hour unpaid meal period between 11:00 a.m. and 2:00 p.m.

(a) All Charter Drivers and Alert Employees shall have a one-half hour unpaid meal break after 8 contiguous hours of Charter work and a second half hour unpaid meal break after 16 contiguous hours. ~~Nothing in this Consent Award impacts 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 Charter and Non-Alert Employee Charter Ticket shall be updated with the following language:

If performing this Charter will require the Employee to work over ~~86~~ contiguous hours on this charter~~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 ~~168~~ 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.

~~(Edits from Charter Lunch Language Consent Award 10.15.13.)~~

9.2 Every Maintenance and Mechanic 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 (paid) 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 Drivers and Driver's Assistants shall be guaranteed thirty nine (39) weeks of employment, Monday through Friday, inclusive. The previous reference to guarantees 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 normal work year that Drivers and Driver's Assistants shall work. In the event the Company loses contract work, the Company shall not be liable for any compensation and/or benefits to any employee subsequent to losing the work of said contract. In addition, the guarantees of this section do not apply to Drivers and Driver's Assistants who have been laid off. ~~This~~ 39-Week Guarantee ~~in Article 10.1~~ is specifically for the 39 weeks of a Normal School Year. clarified to provide that there is no specific guarantee of 39 ~~The 39-week Guarantee does not include the three (3) shut down weeks within a school calendar (i. e., Christmas, Mid-Winter, and Spring recess~~

~~weeks). 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. (Edits from Scheinman Consent Award August 22, 2012).~~

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~~ who was unable 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 guaranteed 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: ~~Seven~~Five (75) 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 ~~32~~<sup>1</sup>/<sub>2</sub> hours each). ~~Three~~Two and one half (~~32~~<sup>1</sup>/<sub>2</sub>) hours for a Big Bus Driver that is working only a single report (excluding Late Runs, Mid-Days or Fill-Ins).
- (b) Van Drivers and Driver Assistants: ~~Four and one half~~ Six (~~64~~<sup>1</sup>/<sub>2</sub>) 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 ~~32~~<sup>1</sup>/<sub>4</sub> hours each). ~~Three~~ Two and ~~one quarter~~ (~~32~~<sup>1</sup>/<sub>4</sub>) for Van Driver or Driver Assistant that 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 eight four~~(84)~~ 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 ~~must do not need to~~ be evenly split, ~~that is but each of~~ the am and pm reports must be at least 42 hours each). Spares assigned to cover a run will be paid their respective classification rate of pay for all actual time worked. All Spare work shall be offered by terminal seniority.

(Edits from Scheinman Consent Award 8/22/2012)

- (i) A Spare will be guaranteed at least eight four hours in the day at spare pay (more if they work over 84 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 (1) hour of the charter time and pay it at spare rate. In the above example, the result would be 4 hours at the Spare's regular pay and 4 & 1/2 hours at charter rate. (Edits from Parties' Charter Settlement in AAA Case No 13 300 02686.)~~
- (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 1 above will be applied so that the Spare has no less than 84 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. ~~(Edits from Parties' Charter Settlement in AAA Case No 13 300 02686.)~~
- (iii) Sample a.m. reporting scenarios for a Spare that regular reports for a 6:00+5 a.m. – 10:008:15 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 12:00~~4:30~~ p.m. – 4:00~~3:30~~ p.m. bid

<u>Charter End Time</u>	<u>Actual Shift End Time</u>
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>
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 bid 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 bid 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. If any split makes for a third report, an additional one hour pay will be added to the package, or running time, whichever is greater. ~~(Effective as of 5/23/2011, the Union withdrew its challenge to the Early Dismissal language set forth in paragraphs (h)(i) and (h)(ii). (AAA Case No 13-300-02687))~~
- ~~(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. ~~(Edits from Dry Run Settlement dated November 11, 2011).~~
- ~~(j)~~(i) Drivers shall be paid their regular rate for time spent completing left/right sheets. ~~(Edits from Settlement for Alleged Failure to Pay Correct Rate for Completing Right/Left Sheets executed February 4, 2014.)~~
- ~~(k)~~(j) Saturday 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. (Edits from Weekend Routes Issues Settlement dated January 26, 2015.)~~

**ARTICLE 11: HOLIDAYS**

~~11.1~~—All non-probationary Drivers, Driver Assistants, Spares and Terminal Relief employees who are employed by the Company ~~as of the date of ratification of this Agreement~~ and who regularly work ~~a~~ five (5) days per week ~~bid of any kind and duration~~ (including, ~~but not limited to~~ only the following bids: AM bid, PM bid, Mid-day bid, and/or Late Run bid or any combination of such bids, or any Spare work), shall be entitled to the following paid holidays, subject to the following conditions (~~edits from July 12, 2011 settlement of AAA Case No. 13-300-03139~~):

~~(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)(a) For all other holidays, otherwise eEligible 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 within five (5) on the days 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 removed from work by the Company to take an examination,~~ 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 52-week schedule or be scheduled to work 4 weeks of summer route work to be eligible</i> )	Christmas Day
Labor Day ( <i>must work 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.

~~(edits from July 12, 2011 settlement of AAA Case No. 13-300-03139 and Multiple Issue Settlement Term Sheet dated November 30, 2011)~~

~~11.311.2~~ 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 as set forth in Article 10 of two (2) hours. ~~(Edits from July 12, 2011 settlement of AAA Case No. 13-300-03139)~~

~~11.4~~11.3 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 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 (Edits from Scheinman Consent Award 8/22/2012), and the twelve (12) paid holidays set forth in subparagraph 11.1, above, after the completion of one (1) year (Edits from Scheinman Consent Award 8/22/2012) 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~~11.4 Labor Day clarification ~~effective Labor Day 2011~~ - 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 (or equal the hours worked on the Monday following Labor Day, whichever is greater) in the new school year. ~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011 resolving Labor Day grievance).~~

~~11.7~~—Holiday clarification ~~effective Labor Day 2011~~. All Holidays 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. ~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011 resolving Holiday grievance).~~

**ARTICLE 12: VACATION**

12.1 All non-probationary Drivers, Driver's Assistants, Spares and Terminal Relief employees who are employed by the Company ~~(Edit of preceding phrase from Scheinman Consent Award 8/22/2012)~~ 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 paid vacation after each year of continuous employment on their anniversary date (except for those former package 2 and Westhampton employees designated to use July 1 each year). Vacation for those eligible employees is accrued on a monthly basis, according to the following schedule ~~(edits from July 12, 2011 settlement of AAA Case No. 13-300-03139)~~:

<u>Years of Service</u>	<u>Annual Vacation Entitlement</u>
1 but less than <del>23</del>	5 days
<del>23</del> , but less than <del>520</del>	10 days
<del>520</del> or more	15 days
<u>10 or more</u>	<u>20 days</u>

~~(New Hire Language deleted by Scheinman Consent Award 8/22/2012)~~

~~12.2~~—Vacation Procedure Clarification - Vacation will be awarded on the ~~first day of the month following the~~ employee's anniversary date. 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, if requested, 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 bidded routes, even if on vacation. ~~(Edits from Scheinman Consent Award 8/22/2012)~~

~~12.3~~—For purposes of vacation pay, a day shall be equal to the average number of hours worked in the ten (10) week period preceding the scheduled vacation (this calculation utilizes only days worked during the 10-week period and is measured backward from two weeks before the week that the vacation 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. ~~(edits from July 12, 2011 settlement of AAA Case No. 13-300-03139).~~

~~12.4~~12.2 An eligible employee must file a written request for vacation with her immediate supervisor (to be approved by Human Resources) not less than ~~thirty-fourteen (30) days~~ thirty-fourteen (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. If a vacation request is not denied or approved within 7 days of the request, it is assumed that the vacation request has been granted. Human Resources cannot deny a vacation request for days which any said employee is not scheduled to work. Vacation Pay shall be paid in the week preceding the vacation if timely requested in advance. ~~(Edits from July 12, 2011 settlement of AAA Case No. 13-300-03139.) 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. ~~(Edits from March 12, 2014 transcript decision re AAA 12-300-03136 and 13-300-01552.)~~

~~12.5~~12.3 Vacation must be taken during scheduled school/camp/other program recesses (i.e., Summer Recess, 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. The Company will grant vacation requests or requests for unpaid leaves of absences (in that order) for times that schools and/or programs are open, for up to a maximum of 10% of the employees in each facility. These vacations and unpaid leaves must be granted by seniority and no employee will be granted a vacation or unpaid leave during these times more than once per school year.

~~12.6~~12.4 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~~12.5 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~~12.6 Vacation time will not accrue during any period of time she is on any type of Leave of Absence that exceeds one hundred twenty~~thirty~~ (12030) days in duration.

~~12.10~~— Whenever a paid holiday fall during an employee's vacation, such employee shall be charged one (1) less vacation day. The Parties hereby clarify that, effective November 30, 2011, an employee shall receive no more than five (5) days' pay in a vacation week. (Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011 resolving part of case AAA-13-300-01339-11).

~~12.11~~12.7—Employees must give two weeks' notice of resignation to receive payout of unused vacation days and sick days. ~~(Edits from June 24, 2014 Settlement re Coram and Copiague loss of work and July 7, 2014 Settlement re Unused Vacation and Sick Leave.)~~—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. (Edits from December 24, 2014 settlement.)

### **ARTICLE 13: SICK LEAVE/PERSONAL TIME**

13.1 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/personal day for every full month worked in during their first year of employment. After their first anniversary, they shall have ten

~~(10) sick/personal days in the bank each calendar year. (edits from July 12, 2011 settlement of AAA Case No. 13-300-03139)~~

~~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.~~

~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011, resolving case AAA 13-300-01339-11)~~

~~13.3~~13.2 All non-probationary Drivers, Driver's Assistants, Spares, and Terminal Relief employees shall be eligible to take paid sick/personal leave. Drivers, Driver's Assistants, Spares, and Terminal Relief employees still in their probationary period shall continue to accrue sick/personal leave during that period according to the formula set forth in paragraph 13.1, above.

~~13.4 —~~ 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/personal day ~~(not to exceed eight hours per day). (edits from July 12, 2011 settlement of AAA Case No. 13-300-03139)~~

~~13.5~~13.3 Eligible employees will be permitted to carry over up to two (2) accrued but unused sick/personal days to the following calendar year, 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 sick/personal days. Eligible employees who have accrued but unused sick/personal days at the end of the calendar year will be paid for that accrued but unused time in February of the following year at the rate of time and one half (1 1/2) (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.~~

**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. ~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011 resolving part of case AAA-13-300-01339-11).~~

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. All other employees (~~not including 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 emergency, as designated by the federal, state, or local governments), must report to their assigned terminals. The Company reserves the right to 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 to perform route work for schools/other clients who are not closed. 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 Spare Driver~~employees~~ to perform that work in inverse seniority order. Employees who perform this Snow or Emergency Day work shall receive their Snow Day pay, plus all hours worked at their regular rate of pay.

~~14.6 — Eligible employees will be eligible for a maximum of four (4) Snow Days for the school calendar year (September — 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.~~

14.68 ~~As of May 3, 2013,~~ Probationary Drivers and probationary DAs are eligible for Snow and ~~E~~emergency ~~D~~days under this article. ~~(Edits from Multiple Issue Settlement 3/28/13 dated 5/3/13 resolving AAA case No. 13-300-00039-13)~~

**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 ~~two~~three (3~~2~~) ~~weeks~~orking 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 holiday recognized in Article 11 of this Agreement, it shall be moved to the workday immediately prior to it.

16.3 Employer agrees to ~~maintain-use its reasonable best efforts to implement~~ a direct deposit system for bargaining unit members at no cost to bargaining unit members.

~~16.4~~—Employer agrees to ~~maintain~~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 current 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. If shortfalls are not corrected within one week, the Company agrees to pay an additional sum of ten percent (10%) on the amount owed for each week the shortfall continues.

**ARTICLE 18: WAGES**

~~18.1 — 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.~~

~~18.2~~18.1 All new Drivers and Driver’s Assistants on probation~~hired~~ on or after June 23, 201~~50~~ 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 \$~~100~~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~~

~~UNION PROPOSALS~~ ~~REVISED~~ \_VERSION ~~54.2182-6.15~~

~~“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), and Alert Employees, and Mechanics and Maintenance Employees and Grandfathered Package 2 Employees on September 1 of each year of this Agreement as follows:~~

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
	<u>Annual Wage Rate Year 1</u>	<u>Annual Wage Rate Year 2</u>	<u>Annual Wage Rate Year 3</u>
	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>
<u>Big Bus Driver</u>	-	-	-
<u>Start - 12 months</u>	<u>\$21.65</u>	<u>\$22.08</u>	<u>\$22.52</u>
<u>After 1 year</u>	<u>\$22.41</u>	<u>\$22.86</u>	<u>\$23.32</u>
<u>After 2 years</u>	<u>\$23.28</u>	<u>\$23.75</u>	<u>\$24.22</u>
<u>After 3 years</u>	<u>\$24.02</u>	<u>\$24.50</u>	<u>\$24.99</u>
<u>After 4 years</u>	<u>\$26.36</u>	<u>\$26.89</u>	<u>\$27.43</u>
<u>Van Driver</u>	-	-	-
<u>Start - 12 months</u>	<u>\$17.96</u>	<u>\$18.31</u>	<u>\$18.68</u>
<u>After 1 year</u>	<u>\$18.58</u>	<u>\$18.95</u>	<u>\$19.33</u>
<u>After 2 years</u>	<u>\$19.24</u>	<u>\$19.62</u>	<u>\$20.02</u>
<u>After 3 years</u>	<u>\$19.78</u>	<u>\$20.18</u>	<u>\$20.58</u>
<u>After 4 years</u>	<u>\$21.33</u>	<u>\$21.76</u>	<u>\$22.19</u>
<u>Driver's Assistant</u>	-	-	-
<u>Start - 12 months</u>	<u>\$15.59</u>	<u>\$15.90</u>	<u>\$16.22</u>
<u>After 1 year</u>	<u>\$15.93</u>	<u>\$16.25</u>	<u>\$16.57</u>
<u>After 2 years</u>	<u>\$16.41</u>	<u>\$16.73</u>	<u>\$17.07</u>
<u>After 3 years</u>	<u>\$16.88</u>	<u>\$17.22</u>	<u>\$17.57</u>
<u>After 4 years</u>	<u>\$18.52</u>	<u>\$18.89</u>	<u>\$19.27</u>
	<u>-</u>	<u>-</u>	<u>-</u>
	<u>3-1-15</u>	<u>3-1-16</u>	<u>3-1-17</u>
<u>Class A Mechanic</u>	<u>\$29.42</u>	<u>\$30.01</u>	<u>\$30.61</u>
<u>Class B Mechanic</u>	<u>\$25.88</u>	<u>\$26.40</u>	<u>\$26.93</u>
<u>Class C Mechanic</u>	<u>\$22.34</u>	<u>\$22.79</u>	<u>\$23.25</u>
<u>All Maintenance Employees</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>\$18.84</u>	<u>\$19.21</u>	<u>\$19.60</u>

All employees in the above classifications\_ on the payroll as of the date of this Agreement shall receive the increases set forth above on July 1<sup>st</sup> of September 1 of ~~2010, 2011, 2012<sup>5</sup>, 2016<sup>3</sup>~~ and 2014<sup>7</sup>. ~~The tables set forth below are the updated and revised wage progressions for each~~

~~classification.~~

18.3 All Drivers and Driver's Assistants assigned to work on a wheelchair or ramp vehicle will be paid an additional 50 cents per hour for each day they work on said vehicle.

Paid time off will include premium pay additions to the regular wage rate (i.e., wheelchair/ramp pay).

~~18.4—~~Employees who converted~~ing~~ 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)18.4~~ 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 ~~ss~~ shall continue to earn and receive vacation as of July 1 each year ~~thereafter~~.

18.5 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. Additionally, the Employer ~~will may~~ continue its practice of hiring new Drivers and Driver Assistants at the One (1) Year Rate applicable to the ~~such~~ employee, provided the ~~e~~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. (Edits from Stopa settlement 3.26.14.)~~

## **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; ~~\$15.00~~9.25 per hour.
- (b) Office cleaning – cleaning offices, and bathrooms, emptying garbage, and vacuuming; ~~\$15.00~~9.25 per hour.
- (c) Temporary office clerical – filing, assisting dispatcher, data entry, and other office work as assigned by the terminal manager; ~~\$15.00~~9.25 per hour.
- (d) Temporary “B” dispatcher – answering phones, assisting in dispatch, and other work as assigned by the dispatcher; ~~\$18.00~~12.30 per hour.
- (e) Temporary “A” dispatcher – building runs, assigning and scheduling work within the terms of the appropriate contracts; ~~\$20.00~~14.80 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; ~~\$15.00~~9.25 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 ~~the employees prevailing 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 their ~~prevailing 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 ~~\$1.00~~0.25 per year on ~~July~~ September 1 of each year. ~~This provision does not apply to prior Package 2 rates. Employees who perform any task specific work~~

shall not be required to perform such work during any recess weeks, including the summer. The work during this interim period shall be posted and awarded by seniority for this interim period.

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 ~~fifty~~four (5044) 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). ~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011 resolving Task Specific Seniority grievance).~~

~~19.4~~19.2 Each of the rates in 19.1(a) through 19.1(f) shall increase by \$~~1,000.25~~ per year starting ~~in July 1, 2015~~September 2011.

**ARTICLE 20: HEALTH AND WELFARE**

1) The Employer shall make the following insurance contributions for employees who select a comprehensive doctor/hospitalization plan. The plan selected by the employee may be one offered by the employer or those offered by Local 1205. The parties agree that employees may not pyramid plans.

a) The difference between the amount contributed by the Employer and the cost of the

insurance shall be paid by the employee via payroll deduction, if working, or by separate payment, if not working. In the case of drivers and driver's assistants the Employer will deduct over a forty (40) week (if applicable) time period, the amount that the employee must contribute for insurance coverage over a 12 month period.

2) Employer's monthly Contribution Rates for all Employees, other than Mechanics and Maintenance Employees:

For employees with less than one year of service:

September 1, 2015: \$583.00

September 1, 2016: \$628.00

September 1, 2017: \$678.00

For all other employees:

September 1, 2015: \$760.00

September 1, 2016: \$805.00

September 1, 2017: \$855.00

Monthly Rates for All Mechanics and Maintenance Employees:

September 1, 2015: \$1,511.00

September 1, 2016: \$1,551.00

September 1, 2017: \$1,596.00

4) All Drivers, DAs who have over one (1) year of service and who do not participate in any health plan shall receive an additional \$1.00 per hour in their wage rate.

5) The parties acknowledge that a) health coverage begins the first day of the calendar month which occurs on or after the date the employee completes 60 days of employment, provided that the employee has completed and submitted all of the enrollment materials two weeks prior to the date; b) if the employee submits the completed materials later than two weeks prior to the date noted in "a" and the insurance provider agrees to accept the employee's enrollment, coverage will date from and the employee costs for such coverage will still begin with the date noted in "a"; and c) different providers have different rules regarding how long after the date a new hire is to enroll that the enrollment will nevertheless be accepted. Employees shall be provided access to insurance enrollment forms within 31 days of their employment. Employees not enrolled as new hires must wait to enroll at the next annual open enrollment period, unless they meet the standards of any law allowing an earlier enrollment.



- 6) Except for Mechanics and Maintenance Employees, to be eligible for these contributions employees must have a base package consisting of five (5) days per week of work and at least twenty (20) hours per week and work at least 50% or more of the work days in the month. All Mechanics and Maintenance Employees shall be eligible for the insurance contributions no matter how many hours they are scheduled to work. However, effective September 1, 2015, the employer shall be allowed to employ part time employees in the classifications of Mechanics and Maintenance Employees who will not be eligible for medical benefits. The number of Mechanics and Maintenance part-timers shall be no more than 25% of the total employees employed in the classifications of Mechanics and Maintenance Employees. No part-timer shall be permitted to work more than 25 hours per week. All other Mechanics and Maintenance Employees are eligible for the insurance contributions noted.
- 7) The Employer shall continue to contribute its share of the health insurance contributions for up to 12 weeks in any rolling 12 month period for employees unable to work due to a medical condition who have been participants in a health plan noted in this Article for the preceding 12 months and who during the preceding 12 months have worked 95% of their daily base package hours times 180. The required number of hours for employees working a 12 month schedule shall be the lesser of the employee's base package daily hours times the number of days that the employee is to work each year or the number of hours required under the FMLA. For the purpose of this subsection seven (7) only, "hours worked" shall consist of: guaranteed hours paid for days actually worked (even though the employee may not have actually worked all of the time that was paid pursuant to the guarantee), hours paid for bereavement, hours paid for jury duty, and hours actually worked in excess of the guaranteed hours, paid for a day worked by the employee. Except as specifically provided in this section or by the FMLA, the employer shall have no obligation to continue paying its portion of the health insurance contributions for employees who are on a leave of absence. The employer shall continue to contribute its share of the medical insurance for all employees on workers compensation for up to twelve (12) months.
- 8) Due to the implementation of the Affordable Care Act the Company will, if required, offer an additional health care plan that complies with the Affordable Care Act to all employees eligible for such coverage as required by law.

19.5—Should any insurance plan(s) required under this CBA subject the Employer to an excise tax or penalty under Federal or State law, the Employer shall have the right to unilaterally terminate such plan(s), and the parties agree to re-open this CBA for the limited purpose of negotiating an alternative plan(s) that will not be subject to the excise tax or penalty.

~~19.6 Employee contribution rates shall be made weekly and shall be based upon either a projected 40 week or 52 week 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. (Department of Labor closure of case regarding this method Case number LS04-2013002661 closure letter dated 11.12.13)~~

~~19.7 The dental and eye care/optical included within the Company plans are discount plans and are fully paid by employees.~~

~~19.8 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).~~

~~19.9 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:~~

~~19.10 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 HHP A in the same year.~~

~~19.11 The plan document and SPD will be provided to the Employer in advance of the open enrollment period.~~

~~19.12 In the event that during the term of this Agreement, any healthcare option or coverage offered by the Employer 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 any insufficiency or deficiency without impacting the contribution levels of employees; 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 20~~**ARTICLE 21: WORKERS' COMPENSATION**

~~20.1~~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 21~~**ARTICLE 22: LIFE INSURANCE**

The Employer agrees to pay the full cost of group life insurance for all employees in the sum of ~~thirty~~fifteen thousand dollars (\$~~30~~15,000).

~~ARTICLE 22~~**ARTICLE 23: 401(K)**

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

**ARTICLE 20 – PENSION FUND**

A. The Employer agrees to contribute monthly on or before the fifth day of each month to Local 1205 Pension Fund, 246 Conklin Street, Farmingdale, N.Y 11735, and/or its successors in trust,

Effective July 1, 2015 the sum of \$1.00 per hour for each hour worked by or paid to each employee, with a forty (40) hour weekly maximum.

together with monthly reports on schedules furnished by said Fund, for each preceding month.

Guarantees, Paid vacation, holidays, sick/personal days, bereavement days are considered as hours worked and /or paid.

- B. Said contributions shall be used for the sole benefit of employees to provide for appropriate pensions for eligible employees as fixed and determined pursuant to the provisions of the Agreement and Declaration of Trust establishing said Fund and for the administration of said Fund. The employer agrees to make available to the Union and to the trustees of the said Fund any and all payroll and related records that they or their representatives, in their sole discretion, may deem required in connection with the sound and efficient operation of said Fund.
- C. In the event the Employer fails to make contributions as required hereunder and such default continues for a period of fifteen (15) days thereafter, then in addition to the contributions required to be made hereunder the Employer shall also pay an additional sum equal to ten (10%) per cent per annum on the unpaid balance as the late payment charges beginning with the 15<sup>th</sup> day of the month in which the defaults occurs.
- D. In addition to any other remedy which the Union and/or trustees may have, it is agreed that in the event the Employer fails to make reports and/or contributions as provided for herein, then in any action commenced against said Employer by reason of his failure to make reports and/or contributions, the amount per month sued for, at the sole discretion of the Union and/or trustees, may be the amount of a contribution made by the Employer for any one (1) month during the previous twelve-month period.
- E. The Employer herein agrees to be bound by all the terms and provisions of the Trust Agreement as amended, establishing and maintaining the aforesaid Fund together with the action of the trustees taken pursuant to the provisions of said Trust Agreement. A copy of said Trust Agreement as amended is available to the Employer at the time of the execution of this Agreement or any time at the office of the Union and/or the aforesaid Fund.
- F. It is expressly understood and agreed that the Union, Local 1205 Welfare Fund, Local 1205 Pension Fund, 1205 Building Corp. shall have the right to cover their employees under the Local 1205 Pension Fund, provided that each of the aforesaid shall make contributions to the said Fund in the same manner as covered employees, but in no event shall the Union have the right to participate in the selection of Employer trustees for the said Fund.

**ARTICLE 23~~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 24~~**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 25~~**ARTICLE 26: SHOP STEWARD**

~~25.1~~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: ~~Central Islip Commack S~~steward will also serve as the Alert ~~S~~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 (~~2~~ hours per week each).
- (d) Commack: One Shop Steward (5 hours per week) and 1 Assistant Shop Steward (~~2~~ hours per week).
- (e) Copiague: One Shop Steward (5 hours per week) and 2 Assistant Shop Stewards (~~2~~ hours per week each).
- (f) Coram: One Shop Steward (5 hours) and 3 Assistant Shop Stewards (~~2~~ hours per week each).
- (g) Farmingdale: One Shop Steward ~~3~~(2 hours per week) and 1 Assistant Shop Steward (~~2~~ hour per week)
- (h) Northport: One Shop Steward (~~3~~ hours per week) and 1 Assistant Shop Steward (~~2~~ hours per week).
- (i) Three Village: One Shop Steward (~~3~~ hours per week) and 1 Assistant Shop Steward (~~2~~ hours per week).

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- (j) Westbury: One Shop Steward (5 hours per week) and 2 Assistant Shop Stewards (~~2~~ hours per week each).
- (k) ~~Westhampton: One Shop Steward (2 hours per week) and 1 Assistant Shop Steward (1 hour per week).~~
- (l) Central Islip: One Shop Steward (5 hours per week) and 1 Assistant Shop Steward (~~2~~ hours per week).

~~25.226.2~~ 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.

~~25.326.3~~ 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.

~~25.426.4~~ 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.

~~25.526.5~~ 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.

~~25.6~~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.

~~25.7~~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.

~~25.8~~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 26~~ARTICLE 27: VISITATION

~~26.1~~—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.~~

~~26.2~~27.1 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 27~~**ARTICLE 28: BULLETIN BOARD**

~~27.1~~28.1 The Union shall have the privilege of maintaining a ~~four~~two foot (~~24~~<sup>2</sup>) by ~~six~~three foot (~~36~~<sup>3</sup>) bulletin board at each terminal. 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 28~~**ARTICLE 29: WORK RULES**

~~28.1~~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 may be submitted to the Grievance and Arbitration procedure set forth in Article 31.

~~28.2~~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) Drivers d~~Disqualifi~~education from driving by the DMV;
- (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 (except in emergency situations);
- (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 parents or guardians of students/passengers, or to preclude school/program administrators/representatives/employees from boarding a Company vehicle;
- (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. (Edits from Trammel Settlement Agreement 7/27/2012) This is not intended to encompass de minimis accidents, such as tapped mirrors and bumpers, and other minor accidents involving a vehicle.

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- (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. If the Union believes the Employer did not practice reasonable judgment and was unfair, it may pursue the matter through the grievance and arbitration provision;
- (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 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 the date of ratification of this Agreement shall be judged on a just cause standard). This is not intended to encompass *de minimis* falsifications or errors; and
- ~~(o) — Being the responsible party to one preventable accident resulting in serious bodily injury or a 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.;~~

~~(p) — Providing students with gifts of any kind, including but not limited to, money, candy, food, greeting cards, or letters; (Edits from Michael Duffy Settlement Agreement 4/16/2012)~~

~~(q)(o) 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. (Edits from Ryan Bauer Settlement Agreement 8/17/2012), Rose Sinanyan Settlement Agreement 4/17/2012) and Diane Devita Settlement Agreement 5/8/2012)~~

28.329.3 Any ~~em~~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

~~(Effective August 25, 2011 in connection with the Settlement of the Stokes and Kind Disqualification Arbitration, the Parties confirmed the Company’s interpretation of this provision and agreed to the clarifying language set forth above).~~

Further, it is expressly understood and agreed that disqualified employees may ~~not~~ serve as Sspares 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.~~ ~~(Edits from multiple settlement agreements and clarification related to spares).~~

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. ~~(Edits from Emmanuel Jean Settlement 8.25.14.)~~

~~When an employee is disqualified, the Company is not responsible for finding the employee another position for which he/she is eligible to perform. (Edits from Emmanuel Jean Settlement 8.25.14.)~~

~~28.4~~29.4 In addition to the Cardinal Violations set forth herein, employees may only be disciplined, suspended or discharged for “just cause.”

~~28.5~~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.

~~ARTICLE 29~~ARTICLE 30: EMPLOYEE PERSONNEL FILES

~~29.1~~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 12 months~~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 9~~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. A copy of all written disciplinary notices given to any unit employee shall be sent by the Employer to the Union Business Agent and Union President electronically.

If a discipline is stale and is no longer in effect because of the passage of time, any and

~~ally subsequent discipline that might have been in-effectuated by the earlier discipline when it was in effect, shall be retroactively adjusted, acknowledging that the earlier and not stale is unaffected by the fact that an earlier discipline is stale. (Edit from 11.6.13 Phyllis Thompson settlement.)~~

~~Red light infractions shall not be treated on a separate disciplinary track but shall be treated together with other infractions subject to progressive disciplinary standards. (Edit from 11.6.13 Phyllis Thompson settlement.)~~

The date of an incident leading to discipline ~~the discipline is issued to employee shall be~~ ~~is~~ the start date for calculating when the discipline is stale. ~~That is However,~~ the date of an incident will be used to determine which level of progressive 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. (Edits from Carol Garcia decision by Elliott Shriftman dated March 4, 2014.)~~

Red light infractions shall be treated on a separate disciplinary track.

Specifically:

First ticket-----Verbal Warning, plus the fine

Second ticket--Hearing with Employer, plus 2 hours retraining, plus the fine

Third ticket---Hearing with Employer, 2 hour retraining, 2 day suspension, plus the fine

Forth ticket----Hearing with Employer, plus retraining, 4 day suspension, plus the fine

Fifth ticket----Termination

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

Employees shall be entitled to place a letter of rebuttal to any document placed in their file.

Documents shall be presented to employees before being placed in their personnel file.

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

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

This article shall not be construed to deprive or diminish the Union's right to information that is necessary and relevant to carrying out its duties as the exclusive bargaining representative.

~~ARTICLE 30~~ARTICLE 31: GRIEVANCE PROCEDURE

~~30.4~~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.

~~30.2~~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.

~~30.3~~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 of Step 2.

~~30.4~~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.

~~30.5~~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 suspension or 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 suspended or discharged employee during the period following his discharge ~~up to one hundred twenty (120) calendar days~~.

~~30.6~~31.6 The Employer is also tied to the time frames outlined in this Article regarding its issuing of discipline. The time limits specified in this Article shall be of the essence, and failure by the Employer, employee, Shop Steward, or Union to take action as required within the time specified herein shall result in the discipline or 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.

~~30.7~~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.

~~30.8~~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:



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- (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.
- (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  
Howard Edelman  
Elliott Shriftman

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.

30.931.9 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) Shop Steward addresses with Union and written grievance to be generated and provided to Company. The employee or Shop 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 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 end of the 14-day period in Step 2 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 ~~shall always need not occur with in-person, with an Employer representative present, in a 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 at the terminal the grievant is employed. 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.

~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011):~~

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. ~~(Agreement via e-mail from Timothy Lynch 11.4.13.)~~

~~ARTICLE 31~~**ARTICLE 32: LEAVES OF ABSENCE**

~~31.132.1~~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”).

However, employees who have worked for the Employer for a minimum of seven hundred (700) hours within any twelve (12) month period are eligible for unpaid leave of the type set forth in the FMLA and any relating state law applies. The employees seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain any health insurance coverage during the period of leave. When the employee returns to active employment, she shall return to the package held by the employee prior to the leave.

31.232.2 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.

31.332.3 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 ~~thirty seven~~(~~307~~) 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.

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.

31.432.4 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.

31.532.5 Unpaid Leaves of Absence: The Employer ~~shall 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.

31.632.6 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 will~~ be subject to disciplinary action up to and including immediate

termination. ~~All requests for Leaves Absences~~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). A~~ 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~~). ~~If, and; (e) if~~ any employee is rehired after being terminated ~~in because of unauthorized leave, (b) above,~~ she shall be classified as a new hire for ~~all purposes and her s~~seniority date purposes only, but will keep their pay rate and benefits based on their original date of hire.~~shall be the date she is rehired.~~  
~~(Edits from Ken Capel Settlement Agreement 8/14/2012).~~

~~ARTICLE 32~~**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. Nevertheless, the Employer must still post these last minute Charters immediately after they have been booked and –the Employer 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 Commaack~~ 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 also be posted for bid, but may 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 Commaack Terminal only shall continue to be offered and filled pursuant to the existing two list methodology utilized at Commaack.~~

(f) The Parties acknowledge that the Employer has the right to cover all work. If a ~~D~~river 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 ~~d~~river. If the Company has not received a sufficient number of volunteers to cover available ~~C~~harters, -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. However, no Driver who is not on the Charter list, can be disciplined for refusing to take a Charter.

(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 ~~fifty~~forty four two (5244) hours in the week.

### 33.3 Charter Hours and Rate of Pay

(a) Work performed on Bus Charters shall be paid for at the employee’s prevailing wage rate ~~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.

~~(Edits from Charter Settlement Agreement Issued by Arbitrator Elliott Shriftman  
6/25/2012)~~

~~ARTICLE 33~~ **ARTICLE 34: ALERT PICK PROCEDURES**

~~33.1~~34.1 Eligibility: Only full-time drivers are eligible to pick for Alert work.

~~33.2~~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.

~~33.334.3~~ 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.

~~33.434.4~~ 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 34~~**ARTICLE 35: MECHANICS AND MAINTENANCE EMPLOYEES**

~~34.135.1~~ 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. (Edits from Mechanic Pay Scales Arbitration Settlement Case No AAA 13-300-02340-11 dated January 13, 2012).~~ The Parties agree to meet and confer to 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 dated 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.

34.235.2 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 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. ~~(Edits from settlement in Case No AAA-13-300-03137-10 dated November 2, 2011).~~

### ~~34.3~~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. If the Company fails to provide shirts, pants, and jackets, it will compensated each employee so affected \$20.00 per day until the full uniforms are reinstated.
- (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.

### ~~34.4~~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 at all the locations and the most senior qualified employee shall be awarded the position. All job postings shall remain up for at least 48 hours.

34.535.5 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:

<u>Years of Service</u>	<u>Annual Vacation Entitlement</u>
1 but less than 2	5 days
2, but less than 3	10 days
3 or more	15 days
<u>10 or more</u>	<u>20 days</u>

- (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 in a week~~. 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, and the 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 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 unreasonably deprived of the opportunity to use vacation time during the school year.

~~(vi) The Parties hereby clarify that, effective November 30, 2011, an employee shall receive no more than five (5) days' pay in a vacation week. (Edits~~

~~from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011 resolving part of case AAA 13 300 01339 11).~~

~~(b)~~ Sick Days

~~(i)(vi)~~ 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.~~

~~(iii)(vii)~~ 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.

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

~~(v)(ix)~~ Eligible employees will be permitted to carry over up to two (2) accrued but unused sick days to the following calendar year. Eligible employees who have accrued but unused sick days at the end of the calendar year will be paid for that accrued but unused time at the rate of time and one half (1 1/2) 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 the following understandings relating to the sick day procedure:~~

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

~~(2)~~ ~~Employee does not accrue if one lateness over 15 minutes in a month~~

~~(3)~~ ~~Use of accrued unused sick days counts as excused days off for subsection 35.5(b)(vi)(1)1 above.~~

~~(4)~~ ~~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.~~

~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011, resolving case AAA-13-300-01339-11)~~

~~(e)(b)~~ Holidays

(i) All non-probationary regular full-time Mechanics and Maintenance Employees who are employed by the Company 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)(1) For all other holidays,~~ oOtherwise 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 within five (5) on the ddays 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 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 (e)(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 one (1) year of service, and the twelve (12) paid holidays set forth in Section (e)(i) above after the completion of three (3) years of service. All other rules, regulations and qualifications for holiday pay as set forth in this Section (e) apply to newly hired employees.~~

~~(d)~~(c) ~~Be~~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 ~~thirty seven~~ (307) 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.

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 ~~two hundredseventy five~~ dollars (\$~~20075~~.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. ~~No~~ ~~The~~ receipt for approved shoes is required to receive the annual reimbursement. 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 ~~three one~~ hundred ~~fifty~~ dollars \$~~300150~~.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 tool reimbursements, the employee must produce a receipt verifying the purchase of the 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 al~~allowance will be utilized at work and kept on the Employer premises while the Mechanic is present. To be eligible for the tool 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 before the end of September of each year. ~~(Edits from Shoe and Tool Grievance Settlement executed March 10, 2014.)~~

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.

~~(Edits from December 24, 2014 Settlement.)~~ If the Employer fails to pay these allowances by the end of September of each year, the Company agrees to pay an additional sum of ten percent (10%) on the amount owed for each week the shortfall continues.

34.6

~~34.7~~35.7 Tool Insurance: The Employer agrees to provide tool insurance of up to \$~~120~~,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.

~~34.8~~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 assisting in snow removal from Company vehicles and terminal property.

35.10 If a terminal is closed because of an emergency (e.g. hurricane, snow, fire, flood state of emergency) Mechanics and Maintenance Employees employed at said terminal, shall be compensated as if they had worked their regular shift for a maximum of eight (8) days per contract year.

35.10 ASE Certification:

For new employees eligibility for movement through classifications determined by certifications achieved as follows: C Mechanic 0-2; B Mechanic 3+; A Mechanic 6+.

Current employees shall be grandfathered in their current classifications with eligibility for upward movement upon achievement of certifications at the above described levels.

The Company retains the right to determine the number of openings in any given classification until an opening occurs. Opening in higher classifications will be filled by the senior qualified individual seeking the position. If none is available, the Company may seek external candidates.

Employees will be paid an additional \$.10 per hour for each A.S.E. certification received and maintained (i.e., kept current in accordance with A.S.E. standards) after ratification. Employees who demonstrate that they have taken a test to recertify a previously achieved A.S.E. certification shall be eligible for the additional \$.10 per hour for any such renewed A.S.E. certification. The Company will reimburse employees for the cost of an A.S.E. test following passage.

34.9

~~ARTICLE 35~~ARTICLE 36: MANAGEMENT RIGHTS

~~35.1~~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.

35.236.2 The Employer ~~has shall~~ published 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 planned any changes to the Handbook and allow the Union the right to review the planned changes and a right to negotiate over these changes before the Company implements any change. -It is understood all rules/policies will be reasonable and the Union has the right to challenge the substance and reasonableness of the changes and the implementation thereof through the arbitration or other appropriate legal means. 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.

~~35.336.3~~ 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. The Employer acknowledges that is cannot and will not transfer any current or future bargaining unit work to any other location that is presently represented by another labor organization.

~~ARTICLE 36~~**ARTICLE 37: EMPLOYER GIFTS**

~~36.137.1~~ 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.

~~36.2~~37.2 The Union expressly acknowledges that the foregoing are not terms and conditions of employment over which the Company is required to bargain. However, the Company agrees to provide a Thanksgiving Turkey certificate and/or food gift card in the amount of \$200.00 to each unit employee by the end of the second week of every November in each year of this contract.

~~ARTICLE 37~~ARTICLE 38: **WORK STOPPAGE – NO STRIKE**

~~37.1~~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.

~~37.2~~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.

~~37.3~~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.

~~37.4~~38.4 The Employer agrees that it will not lock out employees during the term of this Agreement.

~~37.5~~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 38~~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 39~~ **ARTICLE 40: INFORMATION SHARING**

~~39.140.1~~ The Company will ~~maintain~~~~ereate~~ 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 this information it on a daily basis, but with 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 delayed by the Terminal Manager for more than 24 hours.

~~39.240.2~~ 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 3 6 months including name, class, regular rate of pay, hire date and classification date (total of four times twice per year).
- (d) When established, copy (at no charge) of list of Home Drivers, Home DAs and parkouts for each school year and summer program (total of twice per year, or whenever such Home Drivers, Home Das and parkout arrangements change).
- (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.

~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011).~~

~~39.340.3~~ 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.

~~(Edits from Multiple Issue Settlement Agreement Term Sheet dated November 30, 2011).~~

~~ARTICLE 40~~**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 ~~Company~~ Union agrees that, ~~with the exception of these items (and other~~ ~~ose~~ items which are specifically included as compensable elsewhere in this Agreement), ~~the Company~~ will ~~be not~~ be compensable 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.

~~(Edits from May 1, 2014 Fingerprint Settlement Agreement.)~~

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 ~~effective February 1, 2015,~~ 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.

~~(Edits from December 24, 2014 settlement.)~~

**NEW ARTICLE 42: PASSENGERS**

Drivers and Drivers Assistants shall be entitled to have their own minor children accompany them on their routes provided they are older than one year and heavier than

twenty (20) pounds and further provided that the customer does not affirmatively prohibit such ridership. The Company will not seek to obtain restrictions on such ridership.

No driver shall knowingly permit any unauthorized passengers on any Company vehicle at any time.

#### **NEW ARTICLE 43: UPGRADING**

Bargaining unit employees will be upgraded (familiarization on larger equipment) on a voluntary basis and such training time will be paid for by the Employer. Upgrading will be processed in the following manner:

- (a) There will be a sign-up list for those employees who desire to be upgraded at the initial bid period prior to the start of school.
- (b) The number of employees to be upgraded will be determined by the Employer. Employees will be upgraded based on seniority provided they are qualified by: driving record, attendance and physical condition (within previous twelve (12) months). The Employer will notify the employee and the Union of the disqualification of any employee who has applied, subject to review through the grievance procedure, if needed.
- (c) The Employer will schedule upgrading sessions whenever appropriate and employees will be trained in seniority order. If the employee does not attend a scheduled session at his home terminal, unless impossible to do so, his name will be removed from the upgrading list. Employees will be given one (1) week's notice of a training session.
- (d) Employees will be allowed forty (40) hours for any upgrading training at the classification starting rate of pay.

#### **NEW ARTICLE 44: POSITIVE RELATIONS COMMITTEE**

The parties will endeavor to work together constructively to develop a positive labor-management relationship that supports the long term needs of the Employer, the Union and the employees. It is our 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 equal representation to meet periodically in order 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.

**NEW ARTICLE 45: DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Any equipment which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property

Employees shall not be required to exceed the stated capacity of any vehicle.

The Employer shall provide fire extinguishers, flares, working radio, breakdown kits, and first aid kits including biohazard protective materials.

Parking Lot/Yard Safety: The Employer shall provide proper lighting and maintenance to all areas. This shall include the fact that all facilities shall have paved surfaces. The Employer will also maintain clean and sanitary restrooms with functioning hot and cold water sink faucets. Each facility shall have an employee break room supplied with a working refrigerator, microwave and coffee machine. The Employer will supply coffee and coffee condiments free of charge at each facility. At the Northport facility the break room shall be on the second floor of the building.

Right to File a Complaint: The Employer may not discharge or discipline or discriminate against any employee because the employee, or another person at the employee's request, has filed a complaint or begun a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard, or has testified or will testify in such a proceeding, or if the Employer perceives that the employee has filed or is about to file a complaint or has begun or is about to begin a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard.

**NEW ARTICLE 45: MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, other benefits or forms of compensation and general working conditions shall be maintained at not less than the highest standards in effect at the time at that location of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement, or have been negotiated for adequate replacement.

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

~~ARTICLE 41~~**ARTICLE 46: 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 42~~**ARTICLE 47: TERM OF AGREEMENT**

Once ratified, this Agreement shall be in full force and effect from June 23, 201~~50~~ through and including June 30, 201~~85~~ 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 \_\_\_\_\_, 201~~50~~.

**Baumann & Sons Buses, Inc.**

**International Brotherhood of Teamsters,  
Local 1205**

BY: \_\_\_\_\_  
**RON BAUMANN – PRESIDENT**

BY: \_\_\_\_\_  
**TIMOTHY LYNCH - PRESIDENT**

The Bargaining Committee

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