

# LOCAL 252

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LONG ISLAND, NEW YORK



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**Guardian Bus Company, Inc.**

AGREEMENT

between

GUARDIAN BUS COMPANY, INC.

and

TRANSPORT WORKERS UNION of AMERICA  
Local 252, AFL-CIO

September 1, 2022 to August 31, 2025



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AGREEMENT

This AGREEMENT made as of this            day of September, effective for the period September 1, 2022 to August 31, 2025, by and between GUARDIAN BUS COMPANY, hereinafter called the “Employer and or Company” and TRANSPORT WORKERS UNION OF AMERICA, LOCAL 252, AFL-CIO, its affiliates, assigns and successors, hereinafter called the “Union” acting for and on behalf of itself and the employees covered by this Agreement;

WITNESSETH

WHEREAS, it is the desire of the parties to promote harmony between the Employer and its employees and to eliminate industrial disputes by fixing the rates of pay, wages, hours and other conditions of employment of the employees of the Employer as hereinafter set forth; to promote safe and efficient transportations; to; maintain continuous and uninterrupted service to the public and the community; to promote cooperation to the advantage of both parties; and to regulate the relations between them; and;

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

NOW, THEREFORE, in consideration of the mutual covenants, provisions and conditions, of this Agreement, and the other good valuable considerations, the parties hereto agree as follows:

\*\*\*\*\* THE REST OF THIS PAGE IS LEFT BLANK \*\*\*\*\*

## ARTICLE I - RECOGNITION

1. The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer in the Bargaining Unit.
2. This Agreement shall be binding upon the parties hereto their successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change in legal status, ownership or management by either party hereto except where such change is consistent with the provisions of the National Labor Relations Act, as amended. Employees maintain departmental and company seniority.
3. The Bargaining Unit shall consist of Authorized and Allotted Full and Part Time Bus Drivers, Van Drivers, Driver Assistants, Mechanics, Mechanic's Helpers, Yardpersons, Janitor, Tow Truck Operator, Fuelers and Adult Program Drivers and Assistants. Full-time shall be defined as those who regularly perform an A.M. and a P.M. run.
4. This Agreement shall exclude supervisors, office clerical employees, shop foremen, and guards as defined by the National Labor Relations Act, and all other employees employed at the Employer's yards except as specifically provided above.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE II - UNION SECURITY

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement, be required to become and remain members in good standing in the Union beginning on the thirty-first (31<sup>st</sup>) day following the execution or effective date of this Agreement or on the ninety-first (91<sup>st</sup>) day following the start of their respective employment, whichever is later. The term or phrase “member in good standing in the Union,” shall be as defined and construed in the Labor Management Relations Act of 1947 as amended.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*



### ARTICLE III - CHECK OFF

1. The Employer agrees to deduct all Union membership dues and initiation fees, provided the Union shall furnish the Employer with a written authorization executed by the worker which meets the requirements of the National Labor Relations Act.
2. The Employer will notify the Union promptly of any revocation of such authorization received by it.
3. The Employer shall deduct monthly from the wages of each employee to whom this Agreement applies (provided the employee shall have furnished to the Employer a signed check off authorization) and turn over to the Union prior to the thirtieth (30<sup>th</sup>) day of each month, the regular monthly dues for each month payable by each employee to the Union as from time to time certified by the President and Treasurer of the Union.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

#### ARTICLE IV - REAL PARTY IN INTEREST

1. It is agreed that this Agreement shall not vest or create in any employee or group of employees covered thereby any rights or remedies which they or any of them can enforce either at law, equity or otherwise, it being understood and agreed to the contrary, that all of the rights and privileges created or implied from this Agreement shall be enforceable only by the parties hereto, and only in the matter established by this Agreement. The Employer shall not enter into any private agreements with any employee or group of employees.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE V - YARD VISITATION

1. Any official representative of the Union shall be permitted to visit the Employer's premises during working hours, provided that such Union Representative shall in no manner interfere with the work of any employee and shall, at all times, comply with yard rules.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE VI - SHOP CHAIRPERSON

1. A shop chairperson shall be selected by the employees. Under no circumstances shall said employee be discriminated against by reason of being the shop chairperson.
2. The shop chairperson shall suffer no loss of pay for time spent by him or her during regular working hours in the handling of grievance procedures. The handling of such grievances shall not interfere with the shop chairperson's performance of duties as an employee of the Employer.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE VII - RIGHT TO HIRE AND FIRE

1. The Employer shall have the right to hire, without regard to Union membership or lack of Union membership, such employees as it deems necessary for the efficient operation of its yard.
2. All new employees covered by this Agreement shall be hired upon a trial basis, and the Employer shall have absolute right to discharge any employee thus hired at any time within the first ninety (90) days of their employment and such discharge shall not be subject to the grievance and arbitration provision herein.
3. The Employer shall have the right to discharge any employee covered by this Agreement for just cause. The Union shall have the right to challenge such discharge within five (5) days thereof, and in the event that the Union challenges such discharge, the same shall be adjusted as a grievance as hereinafter provided in this Agreement.
4. The Employer shall submit to the Union a monthly list of all newly hired, resigned and terminated employees covered by this Agreement.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE VIII - COMPANY RULES AND REGULATIONS

1. All employees covered by this Agreement shall obey all applicable federal, state and local laws as well as rules, regulations and reasonable directions of the Employer. Violation of such laws, policies, rules, regulations or directions shall be grounds for discipline, including, but not limited to, discharge.
2. In the event an employee believes a policy, rule, regulation or direction established by the Employer is in violation of this Agreement, the employee must first abide by such policy, rule, regulation or direction, and, then may initiate a grievance according to the grievance procedure set forth in Article XI covering Adjustment of Disputes.
3. The Employer agrees to post all policies, rules and regulations, including any amendments, prior to their effective dates and will provide the Union with a copy of such policies, rules and regulations, including any amendments.
4. All employees covered by this Agreement shall be issued a Company Manual upon employment. The Company Manual will be an addendum to this contract and is hereby incorporated into this Agreement.
5. The Company Manual and any such policies, rules and regulations posted by the Employer shall become part of this Agreement, except for wages and such other specific items discussed in this Agreement which will supersede the Manual.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE IX - EMPLOYEE RESPONSIBILITIES

1. All employees covered under this Agreement shall perform the work and duties expected by the Employer and the School Officials promptly, correctly and pleasantly. All employees are also expected to cooperate with the Employer, School Officials and fellow employees and maintain a good, harmonious team attitude.
2. Any employee who deliberately puts aside an assigned task or unnecessarily slows down the performance of the work or duty shall be subject to disciplinary action by the Employer up to and including discharge.
3. Any employee who performs poorly beyond the Employer's reasonable expectations or delivers poor workmanship shall be made aware of such and shall be counseled about the future consequences of continued poor performance, including possible discharge.
4. Any employee who files fraudulent claims of Workers' Compensation or falsifies DOT and/or Company records, shall be subject to full investigation and possible dismissal.
5. The Employer reserves the right to inspect all packages or closed containers brought into or taken out of the work area.
6. The Company will utilize an outside service to clean bus exteriors.
7. All Drivers and Driver Assistants are responsible for checking their vehicles for any children who may have fallen asleep, after the completion of each route. If a child is found asleep on the bus, the Driver must immediately notify dispatch via radio and await instructions from dispatch or administrator of School District.
8. If any child is found sleeping on an unattended vehicle or wandering on an unattended vehicle, both the Driver and Driver Assistant are subject to immediate suspension without

pay, pending a formal hearing within twenty-four (24) hours, which may result in discharge from employment.

9. Drivers and Driver Assistants are responsible to utilize the sign designated to avoid any children being left on the vehicles.
10. Drivers shall be responsible for identifying the number of children getting on or off the vehicle at particular stops if they are kindergarten children and first graders. Such routes will be marked with “K” for kindergarten children and “F” for first graders. Such information must be indicated on the “Left-Right Sheets.” Failure to do so will result in the Driver being requested to re-submit such information on his/her left-right sheets, within twenty-four (24) hours of such notice.
11. Drivers shall be responsible for keeping the interior of their vehicles clean and neat, and, on a daily basis, to sweep the vehicle floor, close all window, wipe down Driver’s area, including dashboard and gauges, check lights and set parking brakes.
12. Drivers shall be responsible for performing pre-trip and post-trip inspections of their vehicles on every run and immediately reporting any defects, including two-way radios and emergency kits, to the Dispatcher on appropriate forms.
13. Drivers are responsible for planning their routes in advance of school commencement. All Drivers must submit certified “Left / Right” sheets of their routes to the dispatcher by the second Friday of school opening and must update them twice per school year, if requested by the Employer. “Left / Right” sheets must be fully detailed enumerating all left/right turns, landmarks and any other such unusual procedures in performing their runs. Drivers are to immediately notify the dispatcher of any changes in their runs when they occur by submitting an updated “Left / Right” sheet.



14. Any Driver with repeated accidents shall be subject to discipline up to and including discharge.
15. If an employee is required to return the bus to the shop for repairs the Company shall provide a shuttle bus back to their vehicle and pay their regular rate of pay for time spent from bus drop off to time returned to personal vehicle. The Company shall issue a memorandum memorializing this procedure and distribute to the Union and Drivers and Driver Assistants.
16. Employees shall be paid their regular rate of pay for fueling. Fueling shall be done during regular working hours.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE X - STANDARDS OF CONDUCT

1. All employees covered under this Agreement have the responsibility to the Employer and to the fellow employees to adhere to certain rules of behavior and conduct. Each violation of rules and conduct merits its own disciplinary action. No employee shall be suspended or discharged without just cause.
2. Occurrences of any of the following violations, because of their seriousness, will result in immediate discharge. There are only examples of the type of conduct which will result in immediate termination:
  - a) Willful violation of security or safety rules or failure to observe safety rules or Employer safety practices; failure to wear required safety equipment; tampering with Employer equipment or safety equipment; abuse or misuse of Company property or vehicle; engaging in an act of sabotage, or willfully or with gross negligence causing the destruction or damage of Company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
  - b) Negligence or any careless action which endangers the life or safety of another person.
  - c) Being intoxicated or under the influence of controlled substance drugs while at work; use, or possession or sale of controlled substance drugs in any quantity while on Company premises, except medications prescribed by a physician for that employee which do not impair work performance.
  - d) Unauthorized possession of dangerous or illegal firearms, weapons or explosives on Company property or while on duty.

- e) Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on Company premises or when representing Employer; fighting, or negligent damage of property causing five hundred dollars (\$500.00) or more damage.
- f) Insubordination or refusing to obey reasonable instructions properly issued by the Employer pertaining to work; refusal to help out on a special assignment without a reasonable excuse.
- g) Threatening, intimidating or coercing fellow employees while on duty.
- h) Theft of Employer property or the property of fellow employees; unauthorized possession or removal of any Employer property; unauthorized use of company equipment or property for personal reasons; using Company equipment for profit.
- i) Dishonesty; willful falsification or misrepresentation on employee's application for employment or other work records; alteration of Company records or other Company documents.
- j) Giving confidential or proprietary Employer information to competitors or other organizations.
- k) Immoral conduct or indecency on Company property.
- l) Conducting a lottery or gambling on Company premises.
- m) Failure to report all known accidents and/or incidents immediately to the Dispatcher.
- n) Theft of time, including submitting false time records (including DOT records) Employees who falsely represent their actual route time through deliberate slowdown, stopping unnecessarily, taking long or congested routes, or other means

shall be considered to be stealing from the Company and shall therefore be subject to disciplinary action up to and including discharge.

- o) Leaving an unattended child on the bus.
  - p) Engaging in harassment, including sexual harassment.
3. As a condition of continued employment, all employees covered under this Agreement must meet all professional certification requirements prescribed by the Employer, Municipal, State and any other Governmental Agency.
  4. The Employer's drug and alcohol policy is hereby incorporated by reference into this Agreement.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XI - ADJUSTMENT OF DISPUTES

1. All disputes, complaints, controversies, claims and grievances arising between the Employer and the Union, or any group of employees covered by this Agreement with respect to, concerning or, growing out of the interpretation, operation, application, performance or claimed breach of any of the terms and conditions of this Agreement or any rights or duties created under any federal, state, or local law, shall be adjusted in accordance with the following procedure:
  - a) The matter shall first be taken up between the Employer and Shop Chairperson within ten (10) working days.
  - b) If the dispute is not resolved as provided in paragraph a) above, within ten (10) working days thereafter, a meeting shall be held between the Employer and the Union delegate.
  - c) If the dispute is not resolved as provided in paragraph b) above, within ten (10) working days thereafter, the grievance shall be reduced to writing by the aggrieved party and the matter may be submitted to arbitration (i.e. within twenty (20) working days of the first meeting). Any grievance not submitted to arbitration within the time periods specified above shall be waived and considered ineligible for arbitration unless the parties agree otherwise in a signed writing.
  - d) All such disputes shall be submitted to Arbitration on a rotating basis to Howard Edelman, then to JJ Pierson, beginning with Howard Edelman hearing the next arbitration. In the event the scheduled Arbitrator is unwilling or unable to hear the particular arbitration, the parties will first attempt to agree on a substitute. If they

are unable to do so, they may request that the American Arbitration Association supply a panel of arbitrators from which they may choose.

- e) The decision of the arbitrator shall be final and binding upon both parties and shall be fully enforceable in law, or in equity. It is expressly understood and agreed, however, that the arbitrator shall not have the power to amend, modify, or alter, or in any way, add to, or subtract from this agreement, or any provision thereof. The cost of arbitration shall be shared equally by the Employer and the Union.

2. Should the School Board or District Superintendent lodge charges against any employee covered by this Agreement for improper conduct or behavior during working hours, the Employer shall honor any request by the School Board or their representative to remove the employee from servicing their school district. Such request for removal of the employee from the picked route shall be submitted in writing. If the School District does not object, the Company shall schedule a hearing with the district, the employee with Union Representation and Company to discuss the charges. Neither the School District's decision whether to have a meeting nor its removal of a Driver shall be subject to the grievance-arbitration clause.
3. Drivers who exhibit unsatisfactory behavior or poor performance of their duties which in the opinion of the School District Superintendents or their representatives warrants their removal from serving that school district shall be removed by the Employer at the request of the school district officials. Employees so removed shall be entitled to any available route in any other district. The Employer agrees to use its best efforts to have the School District reconsider its request, but the Union specifically acknowledges that the Employer must preserve its relationship with the School District.

4. Paragraphs 2 and 3 above shall apply with equal force and effect when a particular school or schools within a particular district directs that an employee be removed from the school run.
5. The Company and the Union agree that a Union Representative will be present in any meeting between management and a bargaining unit employee regarding a grievance, investigation and/or issues which might lead to discipline and/or termination. An employee may waive his or her Weingarten Rights after consulting with the Union and/or Representative.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XII - SENIORITY

1. All employees covered by this Agreement shall be entitled to seniority rights. All new employees covered by this Agreement, who have completed thirty (30) working days of employment shall be entitled to seniority rights. However, all new employees must serve the ninety (90) day probationary period.
2. The Employer shall have the right to lay-off employees covered by this Agreement, according to the needs and requirements for the successful efficient operation of the yard. The lay-off shall be governed by the rules of seniority and shall be effective on the basis of seniority, according to the requirements of the operation and with due consideration being given to whether the employee has the knowledge and ability to perform or operate the particular work involved.
3. Employer shall maintain a Company seniority list and district seniority lists for each of the following categories of employees: full-time; part-time; and shapes. Company seniority shall control for purposes of wages, holidays, layoffs, and weekend charter work. Seniority lists must be updated by the Employer every three (3) months.
4. In the event that a Driver and/or Driver Assistant is transferred out of the district in the middle of the school year and is placed in a different school district (“new school district”), that Driver and/or Driver Assistant will be placed at the bottom of the new school district’s seniority list for the remainder of the school year. However, in the following year, the Driver and/or Driver Assistant will be restored to his/her position on the new school district’s seniority list based upon his/her Company seniority (hire date).
5. A seniority list shall be posted at all times.



6. All lay-offs shall be in inverse order of seniority, that is, the last person hired shall be the first person laid off. In the event additional employees shall be needed, all personnel covered by this Agreement previously laid off within a period of six (6) months prior thereto, shall be rehired in the order of seniority, that is, the last person laid off shall be the first person hired, provided, however, that any employee so recalled, must report for work within three (3) days after receipt of notification, by certified mail, addressed to the employee at his last known address, by the Employer. Any employee failing to do so shall forfeit his right to remain in the Employer's employ. It shall be the responsibility of the employees to inform the Employer of all address changes in writing.
7. A unit employee promoted to a non-bargaining unit position shall retain, but not accrue, his seniority for thirty (30) working days from the effective date of the promotion. During that thirty (30) working day period, the Employer may reassign the employee to the bargaining unit or the employee may request to return to the bargaining unit. It is imperative to the good operation of the Company that its employees speak civilly to each other and treat each other with dignity. Complaints received with regard to Drivers or Driver Assistants must be kept confidential.
8. In the event the Employer acquires another Company under contract with the Union (or the routes thereof), and chooses to hire the employees of that other Company, those employees shall go to the bottom of the Employer's seniority list.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

### ARTICLE XIII - WAIVER OR MODIFICATION

1. Past practices and customs either by the Employer of the employees shall continue unless specifically modified, herein, it being understood and agreed that any reference to past practice only refers to practices engaged in by the parties no earlier than January 1, 2014.
2. Neither the Employer nor any employee or group of employees shall have the right to waive or modify any provisions of this Agreement, without the written authorization of the Union.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

#### ARTICLE XIV - ABSENTEEISM

1. All employees must be at work on time, in full uniform and ready to work the designated schedule. An employee who will be late or absent from work for any reason must notify the Employer at least sixty (60) minutes prior to the work start time.
2. Any employee who fails to so notify the Employer of their absence shall be considered a NO CALL – NO SHOW employee. Such employee may be suspended from work for that day without pay upon the first (1<sup>st</sup>) occurrence unless the employee can demonstrate (s)he has a justifiable excuse. The second (2<sup>nd</sup>) occurrence of a NO CALL – NO SHOW in the same school year will put that employee in work suspension for that day plus one (1) additional workday without pay unless the employee can demonstrate (s)he has a justifiable excuse. Subsequent occurrences shall be handled according to the Grievance and Arbitration Procedures.
3. Any employee who is absent for three (3) or more consecutive days must submit a physician's note to the Employer upon return to work stating that the employee was under the physician's medical care and that the employee can and is able to return to work and perform all the duties of the employee without any restrictions due to medical condition or prescribed medication. (Any employee who is absent for five (5) or more consecutive days must file for Disability).
4. Any employee with excessive absenteeism will be disciplined up to and including discharge.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XV - WORKERS' COMPENSATION & DISABILITY

1. Any injury incurred on the job must be reported to the Employer immediately.
2. An employee injured on the job will be paid through the end of the workday in which the injury took place. An employee injured on the job who is hospitalized on the day of the injury receives no further wages after that day, but they may receive benefits through Workers' Compensation.
3. Any employee who is employed less than one (1) year and is out on Workers' Compensation or Disability for a period of six (6) months or more shall be removed from the Employer's list of active work force and shall be replaced by another employee to fill their position, provided that the employee shall be permitted to appeal his or her removal to the Employer. Such decision, however, shall not be subject to the grievance procedure.
4. Employees who pose a significant health risk to students, co-employees, school district personnel, etc., which cannot be reduced or eliminated, shall be placed on an unpaid leave of absence as provided by the Family and Medical Leave Act (FMLA). If at the end of the FMLA period the risk still exists, the employee shall remain off-duty but shall be on the Employer's list of active workforce until one (1) year after the first (1<sup>st</sup>) day of the original leave.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XVI - NO STRIKE/NO LOCKOUT

1. Notwithstanding any other provisions in this Agreement, the Union agrees that during the life of this Agreement it will not cause a strike, work stoppage, or work slow-down. The employees agree not to participate in any such strike, work stoppage, or work slow-down.
2. The Employer agrees that during the life of this Agreement it will not lockout its employees.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XVII - HEALTH AND WELFARE

1. All full-time employees covered by this Agreement are entitled to Health and Life insurance coverage which shall remain in effect twelve (12) months per year, except as otherwise indicated below.
2. a) All Drivers and Driver Assistants covered by this Agreement and eligible for and entitled to health insurance coverage shall contribute on a weekly basis, for a maximum of forty (40) weeks per school year:

	EMBLEM - HIGH	EMBLEM - LOW
Single	\$ 96.64	\$ 123.47
All others	\$ 257.70	\$ 277.84

However, in compliance with the Affordable Care Act, employees who chose basic single coverage (without the difference card) shall contribute 9.56% of their regular gross pay (or any adjusted percentage as defined by the ACA) or \$60, whichever is less.

Any increase or decrease to the premiums during the term of this contract, upon production of the proof of the premium rate, shall be shared equally between the employee and the Company.

- b) For medical plans, new enrollment shall be February of each year. New hires shall be eligible to enroll in the plans on the first day of the month following their hire date. Employees with less than one (1) year of seniority at the end of the school year must pay their portion of the premiums for July and August by the end of the school year to remain covered during those months. Employees choosing not to pay the “catch up” premiums will be eligible for COBRA at their expense. Deductions for new hires will begin immediately. However, if such new hire leaves before being covered, those deductions will be returned.

3. Claims submitted for expenses incurred or services provided during July and/or August for Drivers and Driver Assistants who do not work during those months will not be paid until the first (1<sup>st</sup>) week of October and only if the employee returns to work in September and completes one (1) month's employment thereafter. Drivers and Driver Assistants will be liable for payment of bills incurred during July and August if they do not meet the requirements set forth above.
4. All other employees including Mechanics, Helpers and Yardmen, when eligible for coverage after sixty (60) days of employment, shall contribute the following amount each week of employment:

Mechanics (per week for 52 weeks per year)

	EMBLEM - HIGH	EMBLEM - LOW
Single	\$ 74.19	\$ 94.98
All others	\$ 198.22	\$ 213.72

However, in compliance with the Affordable Care Act, employees who chose basic single coverage (without the difference card) shall contribute 9.56% of their regular gross pay (or any adjusted percentage as defined by the ACA) or \$46.15, whichever is less.

Any increase or decrease to the premiums during the term of this contract, upon production of the proof of the premium rate, shall be shared equally between the employee and the Company.

5. Employees will fill out a medical coverage deduction form indicating that: a) they opt out of coverage and provide proof of alternative coverage; or b) they authorize deduction from pay in accordance with this Article; or c) no such deduction from their pay is authorized, thereby declining coverage.

6. Details of the Employer's health insurance plan shall be provided to the employee upon meeting eligibility in the plan.
7. The Employer shall pay the premiums for providing life insurance coverage according to the following chart:

A Mechanics	\$25,000.00
B Mechanics	\$15,000.00
All other full time	
Employees and Helpers	\$10,000.00
Part Time Employees	\$5,000.00
Yardmen and Fuelers	\$3,000.00

8. The Employer may change the current insurance plan or plans with equal if not better coverage with no loss of benefits to the employees, so long as such changes does not increase the amount of employee contributions. The Employer may add alternate plans and employee contribution rates shall be subject to an agreement between the parties.
9. The plan documents underlying the health plan are incorporated herein by reference, and shall control in all instances.
10. Employees enrolled in the employer's plan shall continue to receive the vision and dental coverage provided by the Company.
11. The Company agrees to bargain over any proposed Union Health Plan that Local 252 wishes to be offered to its members.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*



ARTICLE XVIII - 401(k) PLAN (Drivers and Driver Assistants)

1. After one (1) year of service, full-time Drivers and Driver Assistants covered by this Agreement shall be eligible to enroll in the Company's 401(k) Plan subject to its rules and regulations.
2. For any eligible employee who actually contributes to the 401(k) Plan, the Employer shall contribute \$2.75 for each actual day worked into the employee's personal 401(k) Plan beginning September 1, 2022 or on the day of their enrollment, whichever is later. Holidays, adjustment weeks, sick days, other non-working time and non-revenue work are not included in this 401(k) Plan.
3. Enrollment in the Plan shall be available on the following days only: January 1, April 1, July 1 and October 1.
4. The plan documents underlying the 401(k) Plan are incorporated herein by reference, and shall control in all instances.
5. The Employer will set up a 529 Program for Drivers and Driver Assistants as well as Mechanics if at least ten (10) employees show interest after solicitation by the Employer.
6. The Employer will set up an FSA account for Drivers and Driver Assistants as well as Mechanics if at least fifty (50) Company employees show interest after annual solicitation by the Employer.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XIX - 401(k) PLAN (Mechanics)

1. After one (1) year of services, full-time Mechanics and Mechanics' Helpers covered by this Agreement shall be eligible to enroll in the Employer's 401(k) Plan.
2. Eligible employees who elect to participate in the Employer's 401(k) Plan may contribute up to the maximum permitted by the plan and relevant law by automatic salary deduction. The Employer shall contribute to the employee's account a sum equal to fifty percent (50%) of the employee's contribution to a maximum of fifty percent (50%) of the first five percent (5%) of the employee's gross income contributed.
3. Enrollment in the Plan shall be available on the following days only: January 1, April 1, July 1 and October.
4. Details of the Employer's 401(k) Plan shall be made available to the employees upon meeting eligibility.
5. The plan documents underlying the 401(k) Plan are incorporated herein by reference and shall control in all instances.
6. The Employer will set up a 529 Program for Drivers and Driver Assistants as well as Mechanics if at least ten (10) employees show interest after solicitation by the Employer.
7. The Employer will set up an FSA account for Drivers and Driver Assistants as well as Mechanics if at least fifty (50) Company employees show interest after annual solicitation by the Employer.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XX - WORK HOURS AND OVERTIME

1. All Drivers and Driver Assistants covered by the Agreement shall be guaranteed minimum work hours for any regular school day. The daily guarantee for the 52 Week Adult Program shall be eight (8) hours.
2. All midday and late run guarantees of two (2) hours remain.
3. Commencing on September 1, 2017, all Drivers and Driver Assistants covered by this Agreement shall be guaranteed, on a daily basis, six (6) hours of minimum work pay for any regular school day. All midday and late run guarantees of two (2) hours remain.
4. If an employee only works a half-day due to the Employee taking off for personal time, said employee will only be entitled to one-half (1/2) their daily AM and/or PM guarantee. This will not include midday and late run guarantees.
5. Guaranteed Weeks: The following reference to guarantees is not a strict guarantee of continuous employment to any and all Drivers/Driver Assistants. Rather, it is representative of the normal work year that Drivers/Driver 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 said contract work. All Drivers/Driver Assistants shall be guaranteed thirty-nine (39) weeks of employment beginning the week of Labor Day. The Union representative and the Company shall meet to discuss the guaranteed weeks schedule before the beginning of each school year.

To be eligible to be paid for any scheduled school closings during a guaranteed week the employee must work the full day before and after any scheduled school closings. Emergency school closings, and other unscheduled school closings, are excepted from this requirement of working the full day before and after. Days off for unused snow days that

are pre-scheduled and published in the school calendar (or that are set forth in a letter from the school district(s) to the Company not later than April 15<sup>th</sup> of that school year) will be treated as scheduled school closings and days off for unused snow days that are not pre-scheduled and published in the school calendar (or in an April 15<sup>th</sup> notice as discussed above) will be treated as unscheduled school closing for the purposes of the section. All school closings will be paid the employees guaranteed hours or their package pay whichever is greater. If an employee is required to work on a scheduled school closing, the employee will be paid the daily guarantee or time worked whichever is greater in addition to the guaranteed week.

6. All hours worked beyond the minimum daily guarantee will be paid at straight time up to forty (40) hours per week. All time worked beyond forty (40) hours for any particular work week shall be paid at one and one half (1 1/2) times the employee's rate. The Employer shall abide by governing law in the calculation of overtime.
7. For purposes of computing weekly wages, a work week shall begin on a Sunday and end on a Saturday.
8. All employees covered by this Agreement shall at all times work only the runs they have been scheduled to work. No switching of runs is allowed without prior approval of the Employer.
9. Employees must perform all bargaining unit work designated by the Employer during the guaranteed hours, including regular runs, additional runs, athletics or shuttles. Employees will be paid for their guaranteed time or actual time worked whichever is greater.
10. All hours of work shall be included on Time Cards consistent with recent practice.

11. All shop employees covered under this Agreement who report for work without being notified in advance that the Employer's facilities are temporarily closed due to special circumstances, shall receive pay equivalent to one-half (1/2) of their daily guarantee. Special circumstances include fire, flood or some other "Act of God", power/utility failure, an inoperable computer system, or lack of work. The Employer may ask the employee to perform other available bargaining unit work for that period. If the employee refuses to perform the available work being asked, reporting pay will be forfeited.
12. The Employer shall have the right to refuse to assign charters, field trips, athletics or extra work to an employee if such assignment will cause the employee to be eligible for overtime pay. The Union reserves the right to file a grievance for what it alleges is a wrongful assignment in violation of specific sections of this Agreement.
13. In the event of inclement weather, employees must call dispatch before reporting for work to see if school is closed or delayed.
14. Overtime for maintenance employees shall be assigned according to seniority and qualification, subject to the Employer's right to have an employee(s) finish any job that he or she has started.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XXI - PICK OF RUNS

1. All Drivers and Driver Assistants are required by New York State to attend refresher classes annually. The Employer shall provide for these refresher classes and all Drivers and Driver Assistants will be paid actual time in attendance if not covered by the Daily Guarantee. Pay for the refresher class shall be made to the employee in the first regular payroll check following attendance in the class. Any Driver who fails to complete the refresher class will be non-compliant to Article 19A and cannot operate a school bus until such refresher class has been completed.
2. One (1) pick of runs shall be held every August; the exact date shall be announced every June before the end of the school year. If a Driver/ Driver Assistant cannot attend the pick they must give their signed pick choices to a union representative to pick for them. If a Driver/Driver Assistant cannot attend their refresher class, they are responsible for attending a certified refresher class and providing the Company with documentation of attendance.
3. Employees pick runs according to School District seniority. Employees may only pick runs from the School District they are assigned to and cannot pick from out of District.
4. All Drivers are required to complete a dry run prior to startup of the school year. Drivers will receive two and one-half (2 1/2) hours pay or actual time worked, whichever is greater, for performing dry runs. A dry run specifically means performing the picked route including stopping at the specified authorized stops.  
  
Drivers must properly complete their dry run trip cards and submit them to the dispatcher to receive the dry run pay. Driver Assistants who are required to and who perform a dry

run shall be paid for two and one-half (2 1/2) hours or actual time worked, whichever is greater.

5. All picked routes are subject to change as directed by the School Districts due to additions or deletions of service. If a district requires an addition or deletion to be on a specific route, then there will be no re-pick.

If there is an addition or deletion of service that is at the discretion of the Company, then the Company will make their best effort to place the service on a route that will not exceed an eight (8) hour guarantee and then that route shall be posted for a re-pick by seniority for that district.

If a more senior employee picks the route with the new addition or deletion, the displaced driver will be placed on the more senior employee's old route.

6. Any routes not picked because Drivers were out on disability or compensation shall be assigned to extra Drivers as hold downs in their entirety, until such Drivers who were out return to work or for six (6) months whichever is sooner.
7. If a Driver leaves the Company, the Company will post the Driver's package for three (3) working days, and the next senior person in the district may pick that vacant package if they are qualified, *i.e.* the picking Driver must be able to drive in the school covered by the vacant pick. The vacant package shall be available to the next most senior qualified Driver who chooses it. Subsequent vacancies shall be filled by the most senior standby Driver until the next pick. One (1) bump only.
8. All report times and route times will be posted at the time of the pick, including start times and finishing times for all routes, but are subject to change on either a temporary or permanent basis by the School District. Such change of report time or route time shall not

increase the employee's wages unless the employee actually performs additional work (e.g. delayed opening, early dismissal, emergency dismissal).

9. The total authorized time for each run shall be posted along with the run. If the Driver disagrees with the posted time, he may submit his reason for such disagreement to the Employer in writing and the Employer shall promptly investigate the matter.
10. LEAD DRIVERS (District Stand-by Drivers) shall be picked according to school district seniority. The Employer shall designate the number of lead Drivers in each school district. Lead Drivers shall not have a picked run but shall perform all work designated by the Employer including covering routes, charters, field trips and athletics, within and outside of his or her own school district. The lead Drivers shall also be responsible for going to the district transportation office (or such other locations as applicable) on a daily basis to pick-up and/or deliver correspondence as directed by the Employer. There is a separate lead driver for the fifty-two (52) Week Adult Program.
11. The Employer will provide the Union with a copy of the packages one (1) day before the pick by hand delivering and/or e-mailing to the President, Vice-President and Shop Steward of the pick location.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*



## ARTICLE XXII - SHAPE WORK FORCE

1. The Employer shall designate the number of full-time and part-time positions.
2. The Employer shall employ Shape Drivers and Driver Assistants equivalent to at most five percent (5%) of the full-time and part-time positions.
3. Any Driver or Driver Assistants who constitutes more than one hundred five percent (105%) of the required full-time and part-time positions shall be deemed a temporary employee who shall receive no benefits under this Agreement except for wages and guaranteed hours.
4. Shape Drivers and Driver Assistants shall be required to report to the Employer on their designated work schedule.
5. If Shape Drivers and Driver Assistants are not assigned to work, they shall receive a minimum work guarantee of two and one-half (2 1/2) hours. If they are assigned work, they shall receive a minimum work guarantee as provided in Article XX. After five (5) years of employment, the guarantee for shapes shall increase to three (3) hours A.M. run and three (3) hours P.M. run.
6. Shape Drivers and Driver Assistants shall not be entitled to any of the benefits herein except wages until such time as they have performed 1,000 hours of work for the Employer.
7. Shape Drivers and Driver Assistants employed as of September 1, 1997, shall continue to enjoy past practices currently in effect.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XXIII - SUMMER WORK

1. Work during the summer school session shall be available for pick by Drivers and Driver Assistants as outlined below:
  - a) All employees wishing to work the summer school session shall express their intent by signing up for summer work by May 1st of each year. There will be a driver roster list for the fifty-two (52) Week Adult Program separate from school bus districts or vans.
  - b) All summer work shall be picked on the basis of Company seniority, first by employees who signed up for summer work. The Company acknowledges that the employees need to know what work is available before the summer work is picked.
  - c) Employees who signed up for summer work may elect to pass up the work as long as there are ample Drivers and Driver Assistants to cover the work. If there are not ample Drivers and Driver Assistants, those Drivers and Driver Assistants who signed up must work.
  - d) In the event that there is still work to be picked, then employees who did not sign up for summer work shall be given the option to pick on the basis of seniority.
  - e) If there is still work to be picked, then the rule of reverse seniority will, apply and all remaining work will have to be worked by the least senior employees.
2. Any employee who refuses summer work from the bottom of the list up will not be eligible to receive unemployment benefits. Employees who signed up for summer work and later pass up the work shall likewise forfeit unemployment benefits.

All employees who picked summer work must work their picked routes to the completion of the summer school session.

3. Employees who perform summer work must be available for six (6) or more hours of work each working day.
4. If the Employer accommodates a customer's request for a specific driver who has multiple routes, then the routes other than the one which requested him/her shall adhere to the seniority provisions of this Agreement.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XXIV - CHARTERS

1. Assignment of work shall be categorized as follows:
  - a) Home-To-School Work (AM, Midday & P.M. Runs): Home-to-school work shall consist of picking up students/clients at a prescribed location and delivering them to a school/center and/or taking students/clients from a school/center to a prescribed location. Home-to-school shall also include regularly assigned midday assignments including but not limited to therapy shuttles, educational enhancement trips, Individualized Educational Plan (IEP) meetings, and any other work that is assigned to or attached to a Home-to-school route.
  - b) Charter Work: shall be defined as Extra work on weekend or weekdays or evenings from any point to point on a non-regularly scheduled basis. Any work other than the picked school run (home-to-school shall be deemed charter work. Charter Work: shall be defined to include field trips, athletic trips or other non-regularly scheduled transportation activity performed for a school district or client with whom the Company also has a Home-to-School contract.
2. All weekday charter work shall be paid a minimum of two (2) hours or actual time worked whichever is greater and all weekend charter work shall be paid a minimum of three (3) hours or actual time worked whichever is greater. If there is a weekend charter cancellation, employees must be notified three (3) hours in advance or they receive two (2) hours of pay. In case of charter cancellation, Drivers shall be paid the minimum guarantee only if the cancellation was made after the Driver has left the yard, otherwise, the Driver shall be assigned the next available charter work.

3. All weekend charter work including all districts shall be picked by seniority among those who have signed up for work, for all work received by the Employer prior to noon on Wednesday. Such pick shall be conducted on Thursday morning prior to 10:00 A.M. at the Company's premises in the presence of the Union Shop Steward and a representative of Management. Charter work received after noon on Thursday will be assigned by the Employer with the Union Shop Steward based upon seniority.
4. Weekday charter, athletic and other extra work will be assigned by geographic proximity and seniority on a rotating basis of employees that have signed up for work as long as scheduled work does not interfere with the assigned school route. Customer requests for a particular Driver shall be honored as long as that Driver's regular work permits; however, this provision shall not be utilized by the Employer to abuse the seniority rotation. The employer and Union will control the charter distribution. The Employer and the Union will meet to discuss a fair procedure to check the seniority rotation utilized by the Employer and Union in distributing charter work.
5. If the number of charter runs are more than the number of Drivers who signed up for charter, then such runs may be assigned to qualified Drivers in the inverse order of seniority with the least senior Driver in geographic proximity available working the charter.
6. Any Driver who signs up for charter work and then removes his or her name, arrives late or does not show, shall be removed from the charter list for six (6) months for the first one, (1) year for the second (2<sup>nd</sup>), two (2) years for the third (3<sup>rd</sup>) and forever for the fourth (4<sup>th</sup>) occurrence within a three (3) year period (the period being measured from the employee's most recent eligibility date).

7. If a Driver has left the yard, the Driver shall be paid the minimum guarantee of three (3) hours.
8. Trip and Charter Program Procedure.
  - a) Dispatch must prepare Extra Work Availability Lists for Drivers and Driver Assistants organized by school time slots in seniority order no later than the fourth week of the new school year. All Drivers and Driver Assistants wanting to be on the Extra Work Availability Lists must complete an availability form organized by school time slots no later than the end of the second week of the new school year. All Drivers and Driver Assistants wanting to be added to the Extra Work Availability Lists at a later date will be placed on the bottom of each time slot list as is the current practice.
  - b) Employees may do Charter Work provided it does not interfere with their regularly scheduled run. Employees will be deemed available for Charter Work provided it does not interfere with their arrival time to their schools and/or departure time for the Charter Work.
  - c) The Trip and Charter lists for field trips, athletic events, school trips, and weekend charters shall be posted weekly until 10:00 A.M. on Thursday. After 10:00 A.M. on Thursday, the Union and dispatcher shall assign extra work in accordance with seniority and availability.
  - d) The Trip and Charter list shall rotate in seniority order, starting with the senior driver and rotating down to the least senior driver.
  - e) In the event there are no employees eligible for a particular day trip or in the event no eligible employee accepts the offer of a trip, then the Employer has the right to assign that trip to any employee on the availability list.
  - f) Employees who choose not to pick a trip or charter in their rotating order shall be passed over until all other employees on the list shall have an opportunity to choose a trip or charter.

- g) If a trip or charter is cancelled, the Driver will be placed at the top of the list for the next week provided that the cancelled trip or charter is the Driver's only extra trip or charter during the week it was cancelled. If it is not the only trip or charter that employee has that week, they will complete their regular trip and will not be placed at the top of the list. If multiple trips or charters are cancelled, the Drivers will be placed at the top of the next week's list in order of their previously cancelled trips or charters seniority..
- h) If a trip or charter is cancelled at the school, the Driver will be placed at the top of the list and will be paid for two (2) hours.
- i) If a new trip, new charter or cancelled trip or cancelled charter comes in before noon on Wednesday, it will be added to the bottom of the current list.
- j) All early dismissal notices will be posted in the same location where the Extra Work list is posted, as well as on the board. Early dismissal notices will be posted as soon as possible. It is the Driver's responsibility to check the early dismissal notices so that no Driver signs for a trip that conflicts with their school's early dismissal.
- k) During Christmas vacation, winter break, spring break, *etc.*, the Company will post any trips they have for the week following vacation, but any charter or trip received during the shutdown vacation week will be distributed at the discretion of the Company. Seniority shall be a factor in the assignment of such trips to the fullest extent practical. In the event the Company does not have sufficient notice of what trips or charters will be placed on the Trip and Charter list to comply with this provision, then the Company will act in their best effort to cover the work by seniority to the fullest extent practical.
- l) Employees are required to provide the Company with forty-eight (48) hours notice, with the exception of a personal emergency with proper notice, in the event they are unable to fulfill their trip or charter obligations on any given day. Failure to provide notice will result in removal from the Trip and Charter list for thirty (30) days. In the event an employee does not give the Company adequate time notice, it is the responsibility of the Shop Steward to assist the Company to find a replacement, otherwise that said employee will have to work the trip.

- m) Drivers or Driver Assistants who sign up for Extra Work and then refuse the Extra Work three (3) times in a three (3) month period shall be removed for the following three (3) months.
- n) The Union and Company will create a Labor-Management Committee (“LMC”) that will meet periodically and not less than monthly in the fall of 2022 to review the operation of the Charter Program. This Charter program is subject to review by the first Christmas break of the new contract. If the Company feels the Company’s operations are significantly hindered, Company may cancel this program effective the return to school in January and the old Company administered program will commence. Concurrently, the “Charter Program” in its entirety will be subject to negotiations thereafter.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*



## ARTICLE XXV - HOLIDAYS AND SUPPLEMENTS

1. Unless already consumed within the Company's obligation to compensate Drivers and Driver Assistants for thirty-nine (39) Guaranteed Weeks of the school year, all full time Drivers and Driver Assistants covered by this Agreement shall receive Holiday pay according to the following schedule: those employees who are eligible for holidays/vacations will accrue years of service based upon anniversary date of hire:
  - a) After one (1) year of employment: seven (7) paid holidays as follows: Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, New Year's Day, Martin Luther King Day and Memorial Day.
  
2. Unless already consumed within the Company's obligation to compensate Drivers and Driver Assistants for thirty-nine (39) Guaranteed Weeks of the school year, all part-time Drivers and Driver Assistants covered by this Agreement shall receive Holiday pay according to the employees part-time status and the following schedule with the length of an employee's service being calculated from the Anniversary date of last hire:
  - a) After one (1) year of employment: four (4) paid holidays as follows: Columbus Day, Veterans Day, Thanksgiving Day and Memorial Day.
  - b) After two (2) years of employment: five (5) paid holidays with the day after Thanksgiving being added to the above Holidays.
  - c) After three (3) years of employment: six (6) paid holidays with Martin Luther King Day being added to the above Holidays.
  - d) After five (5) years of employment: seven (7) paid holidays with New Year's Day being added to the above holidays.

3. All Mechanics and Mechanic's Helpers covered by this Agreement shall be paid ten (10) holidays after they have completed their probationary period. Following are the holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. At the beginning of each calendar year, each Mechanic and Mechanic's Helper may opt to take either Juneteenth or the Friday after Thanksgiving as their 10<sup>th</sup> paid holiday.
4. In the event that any employee covered by this Agreement, whose school is closed and would be paid under the Guarantee, reports to work to cover another employee's school which is open (for example, private school is open but public school is closed), on any of the above mentioned holidays, the employee shall receive, in addition to the holiday pay, pay at the guaranteed hours or actual time worked, whichever is greater, at their regular rate of pay unless in excess of forty (40) hours in which case the employee will be paid one and one-half (1 1/2) times their regular rate of pay.
5. All holidays shall be paid for at the employee's regular daily earnings up to eight hours per day.
6.
  - a) Full-time Drivers and Driver Assistants, after three (3) years of employment, shall receive a supplement, equal to three (3) days' pay on the first scheduled payday following Christmas week.
  - b) Full-time Drivers and Driver Assistants shall receive the Presidents' Day supplement after six (6) years of employment and shall receive a supplement equal to one (1) days' pay on the first scheduled payday following Presidents' Day week.
  - c) Part-time Drivers and Driver Assistants, after five years of employment, shall be paid the three (3) day supplement described above following Christmas week.

7. The Company will not contest applications for unemployment insurance for any layoff for the period of the Christmas, Spring or Presidents' shutdowns.
8. All employees covered by this Agreement must work the full scheduled days of work, both before and after the holiday, and if required to work on the holiday must work the holiday, to receive holiday pay. Employees will be paid for the holidays if they come off disability or compensation, when the situation does not allow them to work the day before or the day after, but not if the employee misses both days.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXVI - JURY DUTY AND APPEARANCE IN COURT

1. Employees must request that jury duty be postponed until the summer months so as to minimize interruption of service.
2. The employee must notify the Employer within two (2) business days of receiving the jury subpoena to be eligible for jury duty pay. Employer shall pay the employee's regular rate of pay for up to one (1) week of jury duty.
3. Employees released early from jury duty or not called to serve on any particular day or part thereof must report to work and perform any bargaining unit work assigned for the remainder of the day.
4. No employee shall be discharged or disciplined for serving jury duty.
5. An employee required to lose time from his regular run or shift of work to appear in Court on the Employer's behalf shall receive the pay he would have regularly received had he been working the run or shift.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXVII - BEREAVEMENT ALLOWANCE

1. All employees covered by this Agreement shall be entitled to up to three (3) consecutive paid days off for a death in the immediate family. However, any bargaining unit employee eligible for bereavement leave will be entitled to five (5) days of paid leave as a result of the death of a child and/or current spouse. For this purpose, immediate family shall be spouse, father, mother, son, daughter, brother, sister, grandparents, grandchild, mother-in-law, father-in-law, son-in law, and daughter-in-law.
2. In the event a bereavement leave falls, in whole or in part, during a vacation, holiday or adjustment week, there shall be no pyramiding of pay nor time off.
3. A copy of the death certificate may be required by the Employer in order for the time off to be paid.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XXVIII - LEAVES OF ABSENCE

1. It is agreed by the Employer that if any employee shall be elected or appointed to any office or position, within the Union which requires such employee's absence from the service of the Employer for varying lengths of time, the Employer will grant leaves of absence without pay to such employee for such absences, until such term of office or position of responsibility expires or is terminated or this Agreement expires, whichever happens sooner. The seniority and tenure of the employee shall not be affected by such leave of absence. It is understood that the leaves of absence referred to in this Section may be had only for Union business.
2. Employees may be granted limited leaves of absence not to exceed thirty (30) days for personal reasons, except when a driver shortage exists, at the Employer's sole discretion. The Employer may require two (2) weeks' notice. A written statement authorizing such leave of absence if and when approved shall be furnished to the said employees upon written application to the Employer and a copy to the Union. An employee granted a leave of absence shall retain full seniority rights.
3. FAMILY AND MEDICAL LEAVE ACT: The Employer shall at all times comply with the Family and Medical Leave Act (FMLA). The Company's FMLA policy is set forth in full in the Company Manual. Employees on a requested leave of absence shall pay to the Employer in advance the required contribution in order to be covered for health and welfare benefits.
4. MILITARY LEAVE: The Employer shall at all times comply with all applicable military leave laws. The Company's military leave policy is set forth in full in the Company Manual.

5. Employees may not take a leave of absence for the purpose of engaging in outside employment, except that the Employer may, in its sole discretion and depending upon the specific circumstances surrounding the request, grant employees up to a thirty (30) day leave of absence for outside employment, except that no such leave of absence shall be granted where the employee seeks to work for a competing school bus Company. Any employee who has not received authorization from the Employer to engage in outside employment during a leave of absence but nevertheless does so, shall be deemed to have resigned his or her employment.
6. Employees who go on a leave of absence, except for FMLA leave, shall be responsible for the full cost of their Health and Welfare benefits.
7. Any employee who gives a false reason for a leave of absence or false information connected to such leave of absence will forfeit all rights to reinstatement and, if applicable, will be required to re-pay the Employer for all expenses incurred with respect to the employee's medical coverage for the entire period of the leave.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XXIX - PHYSICAL EXAMINATIONS

1. Physical Examinations are mandatory under Article 19A and are also mandated by the Employer. Such physical examinations and the screening for tuberculosis using the Mantoux Test, if required by law or by the district to be able to perform work, will be paid for the Employer utilizing Company doctors. Company doctors are to be located locally to the workplace.
2. Employees must take a mandatory physical examination annually. There will be no requirement for a Mantoux Test unless required by law to be able to perform work. Any employee who fails to have his/her medical examination completed within twenty-one (21) days after receiving notification from the personnel department will be suspended without pay from operating his/her vehicle until such medical examination and its results are returned to the Employer.
3. All employees must submit to a drug and alcohol testing on a randomly selected basis. Any employee refusing to submit to a random drug or alcohol test on the date of notification will be subjected to immediate dismissal. Any employee sent on any drug or alcohol test will be paid a minimum of two (2) hours or time spent, whichever is greater, unless already covered by the Daily Guarantee.
4. All employees employed by public school districts, board of cooperative education services or private contractors providing pupil transportation services to school districts are required to take and pass every two (2) years a driver's physical performance test, as outlined by the Commissioner of Education, Section 156.3(c)(2) of the Commissioner's Regulations as amended March, 1997.



Such physical performance test will be administered by a School Bus Driver Instructor (SBDI). All drivers must take this performance examination test on their own time and only on the date assigned to them for such test. Employees who fail this performance test may be subjected to dismissal from employment.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XXX - UNIFORMS

1. All Drivers and Driver Assistants covered by this Agreement shall be provided by the Employer two (2) shirts per year. The Union may request to substitute other items of clothing such as pants, jackets, hats, etc., for the employees as a whole, provided the cost shall be no more than that of two (2) shirts. The employees shall be responsible for maintaining the uniforms.
2. Employees are required to dress appropriately and be well-groomed at all times in order to project a professional image to the public. The typical outfit for Drivers and Driver Assistants shall be the Company issued shirts, black or dark blue trousers and dress-type shoes. Light colored pants, dungarees, stone-washed or denim jeans, athletic type shoes, sandals or slippers are unacceptable.

All maintenance personnel covered by this Agreement shall be provided by the Employer with five (5) shirts and five (5) pairs of pants annually, and one (1) heavy jacket, one (1) light jacket, and rainwear as necessary, which shall be maintained, and repaired/replaced by a uniform service.

3. Employees shall be responsible for loss or excessive damage to any uniform item.
4. As a security measure, employees may be required to wear identification.
5. Should an employee not wear his/her uniform, said employee will receive a warning. On the second (2<sup>nd</sup>) occasion for failure to wear a uniform, said employee will be suspended for the day.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXXI - LICENSES

1. The parties agree that all Mechanics must have current valid CDL licenses to remain employed. New hires must obtain a valid CDL license and/or road test scheduled date with the Department of Motor Vehicles.
2. All Drivers after three (3) years of employment shall have their renewal fee for their CDL B &/or C license reimbursed by the Company. If renewal date falls between January 1 and June 30, reimbursement will occur at the end of the school year. If renewal date falls between July 1 and December 31, reimbursement will occur at the end of the calendar year.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXXII - PERSONAL DAYS, SNOW DAYS, PTO DAYS and SICK DAYS

1. All Mechanics, Mechanic’s Helpers and Yardpersons, Janitor, Tow Truck Operator and Fuelers covered by this Agreement shall be entitled based on years of service to personal days each year according to the following schedule with the length of the employee’s continuous service being calculated from the Anniversary date of last hire:

Years of Service	Paid Time Off
0 to 1 Year	7 days
Over 1 but less than 3	12 days
Over 3 but less than 15	19 days
Over 15	20 days

- Eligibility will be based on Years of Service.
- Unused earned days shall be paid out at the end of the year.

2. 52 Week Drivers and Driver Assistants: Paid Time Off Days:

Less Than one (1) Year: 7 days

After one (1) Year: 12 days

After three (3) Years: 14 days

- Unused earned time shall be paid at the end of their work year based on their hire date.

3. School Bus Drivers and Driver Assistants: Eligibility will be based on Years of Service.

The personal day will be eliminated and replaced by a PTO day. Employees earn one (1) PTO day after one (1) year of service and two (2) PTO days after three (3) years of service.

Unused earned days shall be paid out so long as the employee works to the end of the school year.

In September and in June, PTO days will be restricted to provable emergencies or critical life events (graduations/weddings) or to approval with three weeks' notice. Approval will not be unreasonably denied.

4. School Bus Drivers and Driver Assistants: From Day One (1), each employee accrues five (5) PTO Days for the school year. If the employee works a minimum of four (4) weeks during the summer, then he/she will be awarded one (1) additional PTO Day for a total of six (6) PTO Days. Unused days will be paid out annually by July 15<sup>th</sup>.

For new hires, PTO Days are accrued as follows:

HIRING PERIOD	PTO DAYS TO ACCRUE
September 1 through October 31	5 days
November 1 through December 31	4 days
January 1 through February 28	3 days
March 1 through April 30	2 days
May 1 and works summer	1 day
May 1 and does not work summer	0 days

5. PTO days will not be granted before or after a holiday or before or after a weekend in order to extend the weekend or holiday, except where requested in advance and necessary and warranted as determined within reason, given the particular facts of a given request.
6. Mechanics, Helpers, and other employees (except Drivers and Driver Assistants) in good standing, shall be eligible for the equivalent of one (1) day pay in the event of an act of

God that causes state or local government mandated closures during regularly scheduled working hours. This is limited to one occurrence annually.

7. PTO days that were earned but not used by the end of the school year shall be paid out to such employees within a reasonable period of time.
8. The parties agree that Sick Leave benefit provided under this Agreement is comparable to or exceeds requirements of the New York State Paid Sick Leave Law, NY Labor Law §196-b.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXXIII - TOOL ALLOWANCE

1. Maintenance personnel covered by this Agreement shall receive an annual tool allowance from the Company beginning after the first (1<sup>st</sup>) year of employment payable on the Anniversary date of hire as follows:

- a) Working foreman, Lead Mechanics, Class A Mechanics \$300.00 per year
- b) Class B Mechanics \$225.00 per year
- c) Mechanic's Helpers \$175.00 per year

Prior to receipt of the tool allowance, the employee must provide the Company with receipts and an inventory.

2. Mechanics and Mechanics Helpers must update their tool inventory in writing every quarter for foreman's inspection.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXXIV - WAGES

1. Employees covered by this Agreement will be compensated for all authorized work in excess of forty (40) hours of actual work per week at time and one-half (1 1/2) of their effective hourly rate.
2. Drivers and Driver Assistants covered by this Agreement shall be paid hourly wages for performing revenue work in accordance with the annexed Attachment "A": Wage Schedule with the length of an employee's service being calculated from the Anniversary date of last hire.
3. New hires will be paid in accordance with the annexed Attachment "A": Wage Schedule.
4. For the term of this Agreement, non-revenue work performed by Drivers and/or Driver Assistants shall be paid consistently at \$15.00 per hour. Non-revenue work shall include, but not limited to the following:
  - a) messengerial work
  - b) yard work
  - c) clerical work
  - d) cleaning work
  - e) upholstery
5. A Driver who drives a vehicle to the scene of an accident or breakdown shall be paid at the regular rate.

WAGE STEPS EFFECTIVE 9/1/2022: Wage increase as follows: *Mechanics, Helpers/Fuelers and Driver Assistants*: September 1, 2022: 5 ½ %; September 1, 2023: 4.0%; September 1, 2024: 3 ½%. *Big Bus and Van Drivers*: September 1, 2022 7.0%; September 1, 2023: 4.0%; September 1, 2024: 3 ½%. See Attachment "A": Wage Schedule.



Mechanics, Helpers/Fuelers and Driver Assistants:

September 1, 2022	5 1/2 %
September 1, 2023	4.0 %
September 1, 2024	3 1/2 %

Big Bus and Van Drivers:

September 1, 2022	7.0%
September 1, 2023	4.0%
September 1, 2024	3 1/2 %

See Attachment "A": Wage Schedule.

6. OVERTIME PAY AND PAY SHORTAGES: Employees who are short in their pay checks shall receive new checks for such shortages immediately, but in no event later than seventy-two (72) hours of establishing such shortages.
7. PAY FOR SHOP STEWARD ATTENDING GRIEVANCE HEARINGS: Any shop steward attending grievance hearings shall be paid for such time.
8. The parties are committed to identifying skills, licenses, and abilities in creating job descriptions for each Shop Classification. In furtherance of this goal, the Company will distribute to the Union a draft of a memo outlining these traits for follow up discussion between the parties to this Agreement.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXXV - LONGEVITY PAY

1. Big Bus Drivers only shall be paid an annual longevity bonus on the employee's Anniversary date, as follow:

Five (5) full years of consecutive service (as of December 31): One (1) day's pay

Ten (10) full years of consecutive service (as of December 31): Three (3) day's pay

Fifteen (15) full years of consecutive service (as of December 31): Four (4) day's pay

Twenty (20) full years of consecutive service (as of December 31): Five (5) day's pay

Effective on September 1, 2015, Van Drivers and Driver Assistants shall be paid an annual longevity bonus of one (1) day's pay after five (5) full years of consecutive service (as of December 31).

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXXVI - MANAGEMENT RIGHTS

1. Except as specifically otherwise provided in this Agreement, the Employer reserves any and all management rights, including the right to adopt, amend and enforce reasonable work rules after discussion with the Union.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXXVII - SEPARABILITY

1. In the event any section hereof should be held to be invalid by any Court or tribunal of competent jurisdiction, or the compliance with or the enforcement of any section should be restrained by such Court or tribunal, the remainder of this Agreement and of any rider hereto shall not be affected thereby. The parties shall thereupon enter into immediate negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such section held to be invalid or restrained.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

## ARTICLE XXXVII - NON-DISCRIMINATION

1. The Employer shall not discriminate against any employee or applicant for employment on the ground of race, creed, religion, color, sex, disability, marital status, sexual orientation, veteran status, national origin, citizenship status, age, or Union membership or activities.
2. The Company and the Union agree that as required by applicable laws, they will not discriminate against any employee because of race, creed, religion, color, sex, disability, marital status, sexual orientation, veteran status, national origin, citizenship status, age, or because of membership or non-membership in any labor Union or any activity on behalf of any Union.
3. The Company is an Equal Employment Opportunity Employer in accordance with Executive Order 11246. It is the practice of the Company to recruit, hire, train and promote otherwise qualified persons in all segments of its workforce without regard to race, color, sex, religion, national origin, age, marital status, sexual orientation, disability or veteran status.
4. The Company will not tolerate harassment based upon any protected status, including sexual harassment, by employees, supervisors or third (3<sup>rd</sup>) parties against any person at its place of business or where work is being performed by the Company, and will take appropriate corrective action when such conduct comes to its attention.
5. The Union acknowledges that the Company may be required to ;make a “reasonable accommodation” for employees in accordance with the provisions of the American Disabilities Act or Title VII of the Civil Rights Act of 1964 or similar law. In the event the Company is required to make a reasonable accommodation to an employee, the

Company and the Union will consult with respect to such need to accommodate, and the Union agrees not to unreasonably withhold its consent to such accommodation.

6. Any and all disputes arising under this Article, as with all other Articles of this Agreement, shall be subject to the jurisdiction of the grievance and arbitration provision of this contract. Decisions rendered in arbitration with respect to such disputes shall be final and binding.
7. Gender of Words: The use of the masculine gender in this Agreement shall be deemed to include the feminine gender.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XXXIX - COMMITTEE ON POLITICAL EDUCATION

1. The Employer agrees to make voluntary deductions for the Committee on Political Education.
2. The amounts for voluntary deductions for the Transport Workers Union (TWU) Committee on Political Education shall be designated by the employee in writing.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*

ARTICLE XL - DURATION

This Agreement shall be effective September 1, 2022 and continue in effect through August 31, 2025.

\*\*\*\*\* END OF ARTICLE \*\*\*\*\*




IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed  
by their respective officers thereunto duly authorized the day and year first above written.

**GUARDIAN BUS CO.  
EMPLOYER**

By: Linda DeRita  
Its: President

Witness:

  
Corey J. Muirhead, Vice President

**TRANSPORT WORKERS UNION OF  
AMERICA, LOCAL 252, AFL-CIO**

By: Debra A. Hagan  
Its: President

Witness:

 Vice President  
 DONALD KUYLER  
  
Donald Kuyler

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective officers thereunto duly authorized the day and year first above written.

**GUARDIAN BUS CO.  
EMPLOYER**

**TRANSPORT WORKERS UNION OF  
AMERICA, LOCAL 252, AFL-CIO**

By: \_\_\_\_\_

By: Richard E. Hagan

Its: \_\_\_\_\_

Its: President

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

Edward Hagan Vice President  
WILLIAM E. FLEW  
MAURICE  
Donald Hagan

**ATTACHMENT “A”**  
**WAGE SCHEDULE**

**GUARDIAN WAGE CHART**

<b>BIG BUS</b>	<b>Sept. 1, 2022</b>	<b>Sept. 1, 2023</b>	<b>Sept. 1, 2024</b>
Start	\$22.37	\$23.27	\$24.08
Six month	\$22.37	\$23.27	\$24.08
1 yr	\$22.99	\$23.91	\$24.75
2 yr	\$23.38	\$24.31	\$25.17
3 yr	\$23.73	\$24.68	\$25.55
4 yr	\$24.11	\$25.07	\$25.95
5 yr	\$24.49	\$25.47	\$26.36
6 yr	\$24.85	\$25.84	\$26.74
7 yr	\$25.97	\$27.01	\$27.95

<b>VANS</b>	<b>Sept. 1, 2022</b>	<b>Sept. 1, 2023</b>	<b>Sept. 1, 2024</b>
Start	\$18.46	\$19.20	\$19.87
Six month	\$18.46	\$19.20	\$19.87
1 yr	\$18.68	\$19.43	\$20.11
2 yr	\$19.05	\$19.81	\$20.50
3 yr	\$19.42	\$20.20	\$20.90
4 yr	\$19.78	\$20.58	\$21.30
5 yr	\$20.15	\$20.95	\$21.69
6 yr	\$20.52	\$21.34	\$22.09
7 yr	\$21.57	\$22.43	\$23.22

**DRIVER ASSISTANTS**

	<b>Sept. 1, 2022</b>	<b>Sept. 1, 2023</b>	<b>Sept. 1, 2024</b>
Start	\$15.83	\$16.46	\$17.04
Six month	\$15.83	\$16.46	\$17.04
1 yr	\$15.83	\$16.46	\$17.04
2 yr	\$15.83	\$16.46	\$17.04
3 yr	\$15.91	\$16.55	\$17.12
4 yr	\$16.06	\$16.70	\$17.28
5 yr	\$16.25	\$16.90	\$17.49
6 yr	\$16.42	\$17.07	\$17.67
7 yr	\$16.64	\$17.31	\$17.91

**MECHANICS****Sept. 1, 2022****Sept. 1, 2023****Sept. 1, 2024****CLASS A**

Start	\$26.83	\$27.90	\$28.88
90 days			
1 yr	\$27.31	\$28.41	\$29.40
2 yr	\$27.79	\$28.90	\$29.91
3 yr	\$28.28	\$29.42	\$30.45
4 yr	\$29.31	\$30.48	\$31.55
5 yr	\$29.26	\$30.43	\$31.49
6 yr	\$29.74	\$30.93	\$32.01
7 yr	\$31.08	\$32.32	\$33.45

**MECHANICS  
After 9/16/19**

**Sept. 1, 2022**

**Sept. 1, 2023**

**Sept. 1, 2024Hired**

**CLASS A**

Start	\$26.30	\$27.35	\$28.31
90 days			
1 yr	\$26.79	\$27.86	\$28.84
2 yr	\$27.25	\$28.34	\$29.33
3 yr	\$27.71	\$28.82	\$29.83
4 yr	\$28.18	\$29.31	\$30.33
5 yr	\$29.67	\$29.82	\$30.87
6 yr	\$29.14	\$30.30	\$31.37
7 yr	\$30.46	\$31.68	\$32.78

**MECHANICS**

**Sept. 1, 2022**

**Sept. 1, 2023**

**Sept. 1, 2024**

**CLASS B**

Start	\$21.03	\$21.87	\$22.63
90 days			
1 yr	\$21.50	\$22.36	\$23.14
2 yr	\$21.99	\$22.87	\$23.67
3 yr	\$22.47	\$23.37	\$24.19
4 yr	\$22.97	\$23.89	\$24.72
5 yr	\$23.44	\$24.38	\$25.23
6 yr	\$23.91	\$24.86	\$25.73
7 yr	\$24.79	\$25.78	\$26.69

**MECHANICS****Sept. 1, 2022****Sept. 1, 2023****Sept. 1, 2024****Hired After 9/16/19****CLASS B**

Start	\$20.59	\$21.42	\$22.17
90 days			
1 yr	\$21.08	\$21.92	\$22.69
2 yr	\$21.55	\$22.42	\$23.20
3 yr	\$22.02	\$22.90	\$23.70
4 yr	\$22.48	\$23.38	\$24.20
5 yr	\$22.98	\$23.90	\$24.73
6 yr	\$23.91	\$24.86	\$25.73
7 yr	\$24.30	\$25.27	\$26.15

**HELPERS/FUELERS****Sept. 1, 2022****Sept. 1, 2023****Sept. 1, 2024**

Start	\$18.56	\$19.30	\$19.98
90 days			
1 yr	\$19.04	\$19.80	\$20.49
2 yr	\$19.53	\$20.31	\$21.02
3 yr	\$20.01	\$20.81	\$21.54
4 yr	\$20.49	\$21.31	\$22.05
5 yr	\$20.98	\$21.82	\$22.59
6 yr	\$21.47	\$22.33	\$23.11
7 yr	\$22.16	\$23.04	\$23.85