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COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2022, THROUGH THE LAST DAY OF SCHOOL
JUNE 2027

BETWEEN SUFFOLK BUS CORPORATION

and

SUFFOLK TRANSPORTATION SERVICE, INC.

and

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

AGREEMENT made and entered into for the period from July 1, 2022, through Last Day of School June of 2027, by and between SUFFOLK BUS CORPORATION and SUFFOLK TRANSPORTATION SERVICE, INC., jointly and severally called the “Employer” or the “Company,” and Local 252, TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, hereafter called the “Union”.

W I T N E S S E T H:

WHEREAS, the parties enter into this Agreement to further their mutual interests, to establish employment under reasonable hours, rates of pay, working conditions and other conditions of employment, to promote safe and efficient transportation, 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 herein contained, it is mutually agreed as follows:

ARTICLE I
SCOPE OF AGREEMENT,
RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive representative of the Employees covered by this Agreement and agrees that it shall apply to all operating & maintenance personnel, and call center agents of the Employer except officers, superintendents, assistant superintendents, supervisory Employees, secretaries, stenographers, bookkeepers, executive, clerical or office Employees, inspectors, starters, dispatchers or operating superintendents.

Section 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.

Section 3.

For the purposes of this Section, "member of the Union" shall mean each employee who has executed and delivered to Suffolk Transportation Service, Inc. a union dues deduction authorization in the form provided for by Exhibit "B" attached hereto, and "join the Union" shall mean the execution and delivery to Suffolk Transportation Service, Inc. of such an authorization.

1. Commencing with the first payroll period beginning not less than seven (7) days from the date of execution and delivery of this Agreement by the parties, and thereafter on each payroll date during the term of this Agreement of which Union membership dues are withheld by it, the Company shall deduct an agency shop fee from the pay of each employee who has been an employee for more than thirty (30) days and who has not

joined the Union, and who has signed a legal authorization to deduct such agency fee in the form attached as Exhibit B, in the same manner and in the same amount as Union dues are then being deducted by the Company from the wages of each member of the Union and shall transmit the same to the Union.

2. The Union shall, at all times during which the Company is making such deductions, maintain a procedure providing for the refund to any such employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment. The Union hereby certifies that it has established and there now exists such a procedure. The Union shall assume the defense of, and hold the Company harmless from and indemnify it from any loss, cost or expenses resulting from any claim, by whomever made, arising out of the use of agency shop fee deductions transmitted to it by the Company in accordance with this Agreement, or out of a failure or refusal of the Union to make a refund of all or any part of any such deduction, or out of a failure of the Union to comply with the provisions of this Article.
3. Disputes relating to agency shop fee deductions or to their use shall not be arbitral, nor shall they be subject to any grievance procedure provided for in any labor agreement between the Company and the Union, except those in which the Union claims that the Company has failed or refused to make such deductions and to transmit the same to the Union as herein provided or the Company claims that the Union has failed or refused to comply with the provisions of this Article.
4. The Company agrees to weekly check-off schedule, cost to be shared equally between the company and the union.

Section 4.

The management of the Companies, the direction and control of the property and operations, the determination of the size and character of the work forces, the scheduling of runs and revisions of such schedules, the acceptance of or rejection of business, the kind and amount of equipment to be used and other functions normally performed by the Employer are the sole and exclusive function of the Employer, except as expressly limited in this Agreement.

Section 5.

Any modifications to this Agreement to be binding must be in writing and signed by the parties or their duly authorized representative Any previous side letters must be incorporated into this agreement as an addendum.

Section 6.

Past practices and customs either by the Employer or the Employees which differ from or are not covered by this Agreement may be continued only until objection is raised by either side. Upon notification of such objection, the practice or custom shall forthwith be changed to conform to the contract provision or to the discretion of the Employer if there be no provision, after due consideration of the Unions proposal once the union is afforded an opportunity to present its views and position on the past practice.

Section 7.

During the term of this Agreement, the Employees shall not participate in any strike, slowdown, sit-down or any other work stoppage device against the Employer, nor shall the Employer lock out the Employees for any reason during the term thereof.

Section 8.

Suffolk Transportation Service, Inc., Suffolk Bus Corporation and Local 252, Transport Workers Union of America, AFL-CIO, are committed to assuring that the dignity of all Employees (both management and Union) is maintained through mutual respect. Management shall treat

Employees fairly and reasonably and shall assure that Employees are not disciplined without proper cause, and that they and the union are notified as expeditiously as reasonably possible with respect to any alleged violations charged by Management.

(The above policy shall be enforceable by the Union only in the following manner):

The Union President who has reason to believe that any employee has been treated in a manner inconsistent with this policy may submit to his/her counterpart in Management the Union's proof of this allegation. The allegation shall be investigated. Within two (2) weeks, Management shall submit to the Union a report stating its finding on the allegation and any proposed action.

If the Union is dissatisfied with the report on the proposed findings, it may submit the matter to the Suffolk Transportation Service, Inc., Chief Operations Executive/Manager or designee. He shall within thirty (30) days advise the Union President of his decision.

ARTICLE II

DISCHARGES, GRIEVANCES, ARBITRATIONS

Section 1.

1. The right to discharge or discipline or suspend Employees for cause and to maintain discipline and efficiency of Employees is the responsibility of the Employer. In the case of intoxication, gross negligence, insubordination, dishonesty, at fault accident, or any crime involving employment, and the Employer deems that an employee's actions warrant immediate discharge, the Employer shall do so without notice. In the event of any dispute with respect to the justification of any discharge, the matter may be taken up as a grievance and submitted to arbitration according to the procedure hereafter set forth in this article.

In the case of discharge or suspension of an employee, the Union will arrange to meet with the Company within forty-eight (48) hours of notification. No entry of a warning or reprimand shall be made in the record of any employee until after such employee has been afforded an opportunity to appear and be heard. At such hearing, the employee shall be represented by a Union representative, and a grievance submitted according to the procedure. Failure on the part of the Union or the discharged employee to submit a grievance within the forty-eight (48) hours period shall result in a waiver and abandonment of the position of the party in default. This limitation of time cannot be waived except in writing. The Company will make themselves available for such hearing within 72 hours.

2. The Union recognizes the right of the Employer to have and maintain an outside inspection service for observation and confirmation of theft. When the Employer is satisfied by such inspector's reports that an operator has been guilty of theft, the Employer shall have the right to discharge such operator. In the event the Union or the operator object, the matter shall be treated as a grievance. In the event the arbitrator shall hear testimony of or proof by any outside

inspector, the officials of the Union who are not transportation Employees, or the Employer, and the discharged employee shall have the right to confront and cross examine the said inspector.

Section 2.

Should any grievance or dispute arise between the Employer and the Union, such grievance or dispute shall be taken up for settlement as follows:

All grievances shall first be presented to the immediate supervisor by the Employee, Shop Steward, or both. All grievances must be in writing and submitted within fifteen days after the day of the actual event or notice of the event giving rise to same occurred. If the grievance is related to payroll, the fifteen (15) day count will start from the appropriate pay day or shall be deemed waived. The Company's grievance response shall be in writing within thirty (30) days, except in the case of disciplinary grievances, in which case the Company's response shall be within fifteen (15) days. This limitation of time cannot be waived except in writing.

If the grievance is not satisfactorily adjusted by the immediate supervisor, it shall be presented in writing within five (5) days by the Shop Steward to the Chief Operations Executive/Manager or his designee, who shall write his disposition of the grievance and return it to the shop steward.

If the grievance is not satisfactorily adjusted by the Chief Operations Executive/Manager or his designee, the Local Union President or his designee will meet with the Chief Operations Executive/Manager or a representative of the Employer within five (5) days of the conclusion of step 2.

Time limits: All grievances will be considered settled at any of the above steps unless appealed to the next step within the time limits of each step. All time limitations shall be exclusive of Saturdays, Sundays, and holidays, in every case. Failure of either party to process its side of the controversy within the time limitations shall be deemed a default on its part. The time limits may be extended by mutual consent.

Retrospective pay for all payroll discrepancies will only be made for those days worked three (3) weeks prior to the written request. All requests are to be stamped on date received by a supervisor and a copy of such request is to be maintained by the employee with an extra copy available upon request. Any pay adjustments granted will be paid in the next pay period following the approval.

Section 3.

In the event, however, the above procedure does not result in a satisfactory settlement of the dispute in question, then the dispute shall be submitted for arbitration by either party within fifteen (15) days following the completion of the third step in the grievance procedure to the American Arbitration Association.

The arbitrator's findings, decisions and awards shall be final, binding, and conclusive of both of the parties hereto. The arbitrator may interpret the Agreement, but shall have no authority to alter, amend or modify the same, or any of the provisions or terms or to limit or interfere in any way with the statutory powers, duties and responsibilities of the Employer in operating, controlling and directing the maintenance and operation of its facilities safely, efficiently, and economically, and shall have no jurisdiction over the establishment of rates of pay. The arbitrator's fee and cost, if any, shall be borne equally by the Employer and the Union.

The Union and the Employer may, at their option, dispense with the first step of the grievance procedure and take up such matters directly with each other. If the matter in question is not satisfactorily settled, then either party may revert back to the grievance procedure.

In case the arbitrator hears testimony of or proof by any special servicemen or investigators whose identity the company desires should not be known, such testimony or proof shall be given before the arbitrator with no one else present, and any records, reports, or actions of the arbitrator with reference thereto shall refer to such witnesses by number only so that their identities

shall not be known. Furthermore, if there is presented to the arbitrator for decision any matter involving theft or intoxication of any employee and the fact of theft or intoxication is found by the arbitrator, then the action by the Company based thereon shall be affirmed and sustained by the arbitrator.

ARTICLE III

HIRING, PROBATION, SENIORITY, PROMOTIONS, AND TERMINATION

Section 1. Non-Discrimination

The parties agree that neither of them will discriminate against applicants for employment because of their membership, or non-membership, in the Union. The Union shall have the right to process any alleged violations by the Employer as a grievance and the filing of such a grievance shall constitute the sole and exclusive remedy.

Section 2. Probationary Period

New Employees shall be on probation for Twelve (12) months from the first day of regular employment. During the probationary period the Employer shall be free to discharge for any reason satisfactory to it without grievance being raised thereon. On the day of application all new Employees must sign Union application forms. This does not preclude the Twelve (12) month clause or extension from Management. Seniority will be decided by number on application.

Section 3. Seniority

1. Company seniority shall commence with the date of hire as a full-time employee. If two (2) or more Employees are hired on the same date, seniority will be decided by number on application.
2. Company seniority shall govern vacations and bonuses. Departmental seniority shall govern lay-offs and recalls after layoffs.
3. Any full-time employee who voluntarily transfers from one department to another shall fall behind the least senior employee in that department. A full-time employee is one who is guaranteed or paid four (4) or more hours per day, i.e. picked assignment.

4. In the event of a work reduction which results in an employee being transferred from one department to another, that employee shall maintain his company seniority. The Employee's Company Seniority date shall determine ranking within the new department.
5. Company seniority shall prevail in all transfers from one department to another, as it pertains to the individual's rate of pay.
6. Any new positions other than management positions that become available, such as driver training programs, etc., shall be posted and filled from the top of the school bus drivers' seniority lists. Employer shall determine the Employees' qualifications. The selection process will be based upon the individual's qualifications, as determined solely at the discretion of the Company, and not on the basis of seniority. Seniority shall apply if there is more than one equally qualified candidate. Regardless of the number of applicants, the Company need not interview more than (5) candidates who have applied.
7. Before hiring any new employee, the employee with the greatest department seniority in a department is qualified to perform the work in another department shall have preference in bidding for the work in the other department after all the Employees in that department have first exercised their right of department seniority.
8. Departmental seniority shall apply in promotion within a department. The most senior Employee has the right to apply for said promotion. The employer shall determine the Employees' qualifications for promotion. The said employee has thirty (30) working days in which to prove his qualifications for the new position. Employees have the right to return to the original department within thirty (30) working days without any loss of seniority.

9. Full-time cover drivers who are regularly scheduled for both AM and PM reports shall be entitled to Cover Driver departmental seniority for purposes of lay-off and recall only. A cover driver shall not accrue any full-time seniority other than Cover Driver departmental seniority for lay-off and recall purposes. A Team Drivers shall have seniority based upon the transfer date into the A Team Driver department. A Team Drivers shall pick Paid Time Off [PTO] based upon Center Seniority, and management approval. A cover driver may declare himself available for full-time employment by notifying the Employer and Union in writing of his intentions. When the next pick arises, the employee shall pick available full-time run and his date of departmental seniority shall commence from the date of placement on the payroll as a full-time employee in either department.
10. The Employer agrees to prepare the Company and departmental seniority lists and give the same to the Union prior to each pick; except as to names to which written objections were taken within fifteen (15) days after receipt of the list, the same shall be deemed conclusive for all purposes. The Company shall make seniority lists available to the Union or its delegates upon request. The Employer shall submit to the Union a monthly list of all new Employees hired. In the event this is not adhered to by management, the new employee upon signing a dues deduction authorization card becomes a member of Local 252 and the check off monies will be deducted. The employer shall give a company and departmental seniority list to the Union before each pick.
11. The Company will submit a monthly list to the Union of all new employees as well as Inactive Employees (e. g., those on disability, workers compensation and long-term leave) and all terminated Employees.
12. Employees who resign and receive their full entitlement of paid time, who then reapply for employment within a (6) six-month period, shall have their seniority

posting determined by the Union. The Union can reinstate seniority for reasons being medical or family emergency with documentation. Seniority shall not be restored if leaving was for other employment.

13. Departmental seniority will commence with the date of employment in the new department.
14. During the course of employment, if there is an involuntary reduction in the work force and an effected employee is subsequently returned to their former division, that employee shall regain their former seniority. If an employee refuses an offered opportunity to return to a prior position due to work becoming available, they shall be placed at the bottom of that division's seniority list.

Section 4. Five Year Disciplinary Limit

For disciplinary purposes only, the Company shall limit consideration of non-Safety related infractions contained within a Personnel File to a period of five (5) years from the date of the infraction being considered for discipline. The Company shall limit consideration of safety related infractions contained within a personnel file to a period of 7 years from the date of the infraction being considered for discipline. As long as this does not have a negative impact with a customer or is inconsistent with a school district contract, PTSB, or NYS DOT or agency.

DRIVER CLASSIFICATIONS:

CLASSIFICATION	REPORTS
	ATTENDANCE
One Report School Bus Driver	AM or PM
Daily Two Report School Bus Driver	AM / PM, AM / MID, MID / PM
Daily Three Report School Bus Driver	AM / MID / PM, AM / PM / LT
	Daily

Cover School Bus Driver	Any of Above	When Avail.
Full-Time Cover School Bus Driver	AM / PM	Daily
52 Week Adult Program	Assigned Run	Daily
One Report School Van Driver	AM or PM	
Daily Two Report School Van Driver	AM / PM, AM / MID, MID / PM	
Daily Three Report School Van Driver	AM / MID / PM, AM / PM / LT	
Daily Four Report School Van Driver	AM / MID / PM / LT	
	Daily	
Cover School Van Driver	Any of Above	When Avail.
Full-Time Cover School Van Driver	AM / PM	Daily
Transit Driver	Picked Run	Daily
Cover Transit Driver	Assigned Daily	When Avail.
Transit Vacation Relief	Picked Run	Daily
Transit Day Off Relief	Picked Run	Daily
ADA Driver	Picked Run	Daily
ADA Vacation Relief	Picked Run	Daily
ADA Day Off Relief	Picked Run	Daily

ARTICLE IV

GENERAL RULES, BEREAVEMENT, LEAVE OF ABSENCE

Section 1.

An employee who attends court at the Employer's request or is called away from his regular duties by the Employer shall be paid for all time lost from his regular schedule while on such calls.

Section 2.

When the Employer requires that an employee have a physical examination, same shall be had at the Employer's expense

Section 3.

The Employer shall excuse an employee from duty without pay provided:

1. The employee notifies his Center Manager, Supervisor or dispatcher by phone of the absence at least one (1) hour before his scheduled AM report or two (2) hours before his scheduled noon or PM report.
2. The absence is caused by the employee's illness or death in the immediate family or official business in connection with Local 252, TWU
3. Time off for a Worker's Compensation hearing will be deemed an excused absence from work. Proof of the Worker's Compensation hearing must be supplied to the Company

Section 4.

A driver brought in for a hearing on excessive absenteeism other than verified illness shall be given a warning. A recurrence of this will be subject to progressive discipline up to and including discharge.

Section 5.

The Company will use its best efforts to improve radio communications and the Employees will cooperate in the use of radios so as to effectuate and not interfere with radio communications.

Section 6.

The Employer shall maintain safe, sanitary and reasonable working conditions on all equipment and all facilities. The Employee shall perform the following, unless directed otherwise by a Supervisor.

1. All drivers must close windows after PM run.
2. All drivers must inspect buses after each run.
3. SBC drivers will sweep their bus at the end of their shift. STS drivers will sweep their bus once per day. These provisions are in effect as long as they are not inconsistent with a school district or county contract.
4. All drivers must report any vandalism and damage to the bus to a school official and to the Company Safety Director the same day.
5. All drivers are responsible for performing a pre- and post-trip inspection before and after their run.

Section 7.

All Employees who miss work because of a death in the family shall be reimbursed for time lost from work on a picked assignment as follows:

1. Children or spouse up to a maximum of five (5) days
2. Mother, Father, Grandchildren, Brother, Sister or Parent-In-Law, Stepparent or Stepchild up to a maximum of three (3) days

3. Grandparents, sister-in-law or brother-in-law (1) one day

The employee must be married to the natural or adoptive parent of the stepchild, and the stepchild must be designated on the employee's written bereavement list. To qualify as an employee's stepparent, the stepparent must be married to the natural or adoptive parent of the employee, and the stepparent must be designated on the employee's written bereavement list. In the event a guaranteed day or paid holiday shall occur within the applicable paid bereavement period, the said guaranteed day or paid holiday shall be included in the said period for which the Employer will reimburse the said employee to the extent of applicable paid period. There will be no compounding of day's pay because the employee is entitled to a guaranteed day or paid holiday. All bereavement leave will be supported by a death certificate, or other acceptable proof of death. All Employees will supply an updated list of living "relatives" as defined in this section. Any cover drivers who are regularly scheduled report shall be entitled to bereavement pay.

Section 8.

Where compensable injury occurs on the job, the Employer will pay the employee the difference between his/her weekly wages and the compensation award he/she received for the first five (5) working days he/she is off in a three (3) week period. An employee injured on the job shall have up to 6 months to return to work and maintain seniority and benefits. This may be extended to one year based on extenuating circumstances.

Employees out on disability will have up to one (1) year to return to work and maintain seniority with medical documentation. Employees with Company health insurance will be responsible for full payment in months 7-12.

Section 9.

Employees may be granted leaves of absence upon application to the Company. The reason must be justified and of an emergency nature involving illness or personal matters. The granting

of such leave and the time of same must be agreed to by the Company and the Union. In the case of school bus employees, no leave of absence will be granted in the first 30 days of the school year. Exceptions to this will include plans of marriage for employees or their family and severe emergencies. Indicating "personal matter" will not be accepted as a valid reason for a leave of absence. An employee granted a leave of absence shall retain full seniority rights for the first thirty (30) calendar days of such leave. An extension of thirty (30) additional calendar days may be granted upon request of the employee. If an employee is able and has requested to return to work before their leave time expires the Company may, in its sole discretion, return the Employee to work. The Company will notify the Union of its decision. No leave of absence shall be granted for the purpose of outside employment. Any employee who, during such leave of absence, accepts outside employment shall be deemed to have resigned, and if rehired, shall be deemed a new employee. When an employee is enrolled in the Company health insurance plan, the employee must pay the Company's, as well as their portion, of health insurance for the respective time of the leave prior to taking the leave of absence.

Section 10.

A leave of absence for maternity reasons will be for a maximum of nine (9) months, unless the Company approves an extension of the Maternity Leave not exceeding a total of twelve (12) months. In the event an Employee requests to be reinstated after surpassing the maximum period, the Company reserves the right to reinstate the Employee based upon compelling circumstances. Each employee who is chosen for a management position will be granted a six (6) month furlough for a trial period and if either party is not satisfied, the employee may return to his/her place on the departmental seniority list, provided their Union dues were maintained. The Company shall not intentionally delay the employee from returning to their previous department.

Section 11.

The Company will supply a list of rules and regulations together with any changes thereto to all Employees and to the Union. The Company agrees to define its existing attendance policy and to

make the attendance policy available for all employees

Section 12.

The Company will submit a letter, "to whom it may concern," to any driver who is involved in an accident with a company vehicle while on duty. This letter will point out the above as well as describe the accident in some detail. The letter shall not be deemed to be an indication that an accident was not "at fault"

Section 13.

All Employees have layoff rights and will be reinstated in seniority order under the following guideline: Employee must respond in writing to the Company's written correspondence within fifteen (15) days during summer school bus layoff (using a two-part postcard) or by telephone within forty-eight (48) hours, under all other circumstances

- ie. During the course of employment, if there is an involuntary reduction in the work force, and an effected employee is subsequently returned to their former division, that employee shall regain their former seniority. If an employee refuses an offered opportunity to return to a prior position due to work becoming available, they shall be placed at the bottom of the current division's seniority list if the employee transfers to the position in the future

Section 14.

The Company will establish a system whereby the company and the employee will use its best efforts to assign and accept light duty work, in seniority-order, to any employee who is out on Worker's Compensation to the extent that such work is available and is medically acceptable. Such employee will be compensated at his/her current rate of pay for the hours actually worked.

Section 15.

An employee injured on the job, but not sick long enough to collect Worker's Compensation

Benefits, may draw upon his sick days or vacation days.

Section 16.

Upon an employee leaving the Company's employment (or involuntary discharge, excluding for theft), a check will be prepared to include any earned vacation days, sick days and unpaid days worked. This payment will be made the pay period following the last day of work.

Section 17.

The Company will provide a long-term disability insurance policy for the seventh to the twelfth month of continuous disability (paying the same benefits as New York State Disability) covering disabilities not entitled to workers compensation or United States Social Security Disability benefits. Employees who claim this disability benefit must apply for Social Security Disability benefits.

Section 18.

The Company shall periodically offer the National Safety Council Defensive Driving Course for its Drivers to attend. In order to qualify to drive, all Drivers are required to successfully attend and complete a certified and approved National Safety Council Defensive Driving Course. However, Drivers need not attend the specific course offered by the Company, so long as they successfully attend and complete a certified and approved course and provide the Company with satisfactory proof of such attendance and completion. Company DDC Classes are also available to a Driver's spouse at no charge.

Section 19.

Retirement Bonus. After twenty-one (21) or more years of active service, a retirement bonus of Fifteen Hundred Dollars (\$1,500.00) shall be paid to any employee voluntarily retiring from the Company with a minimum of two weeks' advance notice.

Section 20.

The Company will pay drivers for actual time spent for "post-accident" drug testing, but only if

the actual “post-accident” drug testing time exceeds the run hours or exceeds the guarantee. Such drug testing time will be paid at the regular straight time rate and will not be considered overtime. The Company shall pay drivers for random drug testing if time spent exceeds one (1) hour beyond their sign-off time of guaranteed hours.

Section 21.

All employees’ outer wear must have reflective stripes while on duty on bus and on company property.

Section 22.

When the Company has an opening in a Dispatch position, a notice will be posted to provide an opportunity for those interested in applying. The selection process will be based upon the individual’s qualifications, as determined solely at the discretion of the Company, and not on the basis of seniority. Seniority shall apply if there is more than one equally qualified candidate. Regardless of the number of applicants, the Company need not interview more than (5) five of the candidates who have applied

Section 23.

The Employer will provide benefits required by law in effect at the time for Employees who enter military Service.

ARTICLE V
MEDICAL BENEFITS

During the term of this Agreement the Employer shall supply full time employees with medical benefits in accordance with the following conditions:

Section 1. The Definition of “full-time employee” shall mean:

1. With respect to school bus drivers, van drivers, and driver’s assistants, any employee who regularly works an AM and PM. 2 report pieces of work for a minimum of 4 hours a day for 5 days a week
2. With respect to Transit Division, any employee who regularly works a minimum of 30 hours a week.
3. With respect to Call Center Agents, full time agents are eligible for health insurance following the STS schedule.
4. Notwithstanding the foregoing definition of “full time employee,” it is agreed that those employees who are currently receiving medical benefits under Article V will be eligible to enroll in COBRA for continuation of coverage in the event they do not currently fall under the above definition of “full time employee.”

Section 2. Full Time Employees Entitlement to Benefits, and Co-Payment

1. All full-time employees who are currently receiving and paying for benefits (HIP or equivalent) under the Employer’s medical plan shall be supplied with these benefits based on the co-payment schedule contained below in this Article V
2. The Co-payment Schedule is effective upon the Health Insurance plan renewal date

and is applicable to the Insurance plans full Premium, which shall be defined as the annual premium dollar amount before any renewal.

- a. The Company agrees to a reset of all coverage tiers effective with the renewal for 12/2022 to reflect the accurate company and employee contribution for years of coverage.
 - b. Thereafter the premium increases will be calculated based on the percentages reflected in the coverage tiers.
3. Employee payment schedule will be based upon the coverage tier, defined as length of consecutive time in group plan. The change in coverage tiers will be effective as of the date of the policy renewal.
4. All full-time qualified Employees who are not yet enrolled and want to enroll in Company group health insurance may enroll with proof of a qualified life event. A qualified life event includes death of a spouse, divorce, cancelation from another health insurance policy, employment status change, etc. Enrollment must take place within 30 days of the life event with no break in health coverage. Credit for the most recent consecutive years of service without a break in service will be granted for up to 10 employees per premium year.
 - a. The Company will allow a one-time exception by permitting the enrollment of 5 employees who have had a qualified life event within the past 5 years. These employees can enroll in coverage as of 12/1/22 with credit for their years of service. Seniority will be honored for enrollment. Documentation of the life event and proof of health insurance coverage must be provided.
5. All other enrollments must occur during the defined open enrollment periods as designated by the insurance carrier at the years of coverage tier.

STS SCHOOL SINGLE policies in effect prior to 6/1/09.

Company contribution %:

Years of Coverage	
6-10	75%
11+	80%

STS SCHOOL SINGLE policies in effect after 6/1/09.

Company contribution %:

Years of Coverage	
0-2	45%
2-5	55%
6-10	65%
11+	75%

STS SCHOOL FAMILY policies in effect prior to 6/1/09.

Company contribution %:

Years of Coverage	
6-10	50%
11+	60%

STS SCHOOL FAMILY policies in effect after 6/1/09.

Company contribution %:

Years of Coverage	
0-2	35%
2-5	40%
6-10	50%
11+	60%

SBC SINGLE AND FAMILY policies in effect prior to 6/1/09.

Company contribution %:

Years of Coverage	
6-10	75%
11+	80%

SBC SINGLE AND FAMILY policies in effect after 6/1/09.

Company contribution %:

Years of Coverage	
0-2	45%
2-5	55%
6-10	65%
11+	75%

All school bus non-52-week employees will be enrolled in Budget Billing. Budget billing is defined as the cost per month for a 12-month period (designated by the Company based upon the health insurance plan year), prorated over the 39 weeks of a school year. A reconciliation of budget billing will be conducted during the final month of the policy year. If an employee cancels their health insurance during the budget billing year, a reconciliation will be done at the point of cancelation. Reconciliation may require monies due or a refund.

Section 3. Guidelines and Further Obligations

1. The Company further agrees to establish a Labor/Management Committee to assess the possibility of reducing the total premium.
2. The Company will co-pay the cost of the medical benefits according to the above guideline to a maximum of 50 % of the entire workforce at any given time.
3. All co-payments may be deducted from the employee's paycheck or may be billed to the employee, at the Company's option.
4. All newly hired full-time Employees who qualify for coverage must request insurance coverage in order to be eligible for coverage and must wait sixty (60) days and to the first of the following month for coverage to begin. Any employee who is covered for medical benefits under this Article V, but gives up the coverage, must wait for an open enrollment period in order to reenroll in coverage.

5. The spirit of this Article V for medical benefits shall be to provide medical coverage for those employees who currently have medical insurance through the Company, but the intent is not to permit employees who have medical benefits available through another source to forego that insurance in order to be supplied with medical benefits through the Company. The availability of medical benefits through another source shall be deemed to include its availability through the operation of COBRA.
6. The Company shall be authorized to obtain any information concerning the availability of medical benefits for an employee through another source and any employee who seeks to be supplied with medical benefits through the company shall cooperate (including executing any necessary documents) in the obtaining of such information
7. In accordance with Section 125 of the IRS Code (“Cafeteria Plan”), all healthcare deductions will be on a pre-tax basis. Once the applicable employee elects to participate in the Company’s cafeteria plan. All applicable employees shall execute all documents and agreements necessary to effectuate individual participation in the cafeteria plan.

Section 4. Conforming to Mandated Requirements of the Law

1. If, at any time, the terms contained in this Article are inconsistent with non-negotiable requirements mandated by healthcare law, the terms of this Article shall be deemed modified to conform with the mandated requirements of any health care law. The Company agrees to discuss with the Union prior to any change.

ARTICLE VI

LIFE INSURANCE

Section 1. Life Insurance

For all Employees who have been in the active employ of the Company for six (6) months, the Company will provide the following life insurance benefits, provided that an employee meets the terms of the applicable group life insurance plan and the applicable summary plan description, and those terms shall govern in the event of any conflict.

Transit/ADA/Shop/Call Center	\$30,000
School Department	\$22,000
Part-Time Employees	\$7,000

Copies of policies are posted on the Company portal and also made available upon request. As long as the Life Insurance policy covering its Employees permits, the Company shall provide retired Employees who are covered by the Life Insurance policy at the time of their retirement the opportunity to continue such coverage upon retirement. The continued coverage upon retirement shall be at the Employee's sole cost and expense. Nothing herein shall require the Company to have or maintain a Life Insurance policy that permits such coverage for retired Employees.

Section 2. TWU-STTS 401(k) Plan.

The Company will contribute base and match employee contribution \$0.75 on a dollar of gross wages in excess of \$3,000.00, based on the following schedule:

Base	2.50%
Match	6.00%

This program is for ALL Employees. There will be a six (6) year vesting period starting with 20% in the third year and 20% each year thereafter until reaching 100% vesting after six (6) years. The percentage of vesting rights applies only to rights to contributions made by the Company. The employee has full vesting rights from the start of his/her contributions.

The employee may begin making contributions from their gross earnings up to the maximum permitted by law. The Company's match ceases after the percentages set forth in the above schedule have been reached. Vesting credit will be given for prior years of continuous service.

There will be a joint trusteeship between the Union and the Company (two trustees each). All costs associated with establishing and maintaining this Plan will be paid for by the Plan. The above is a brief description of the 401(k) plan. The executed plan document dated January 1, 1992, and all subsequent amendments, will set all guide Transits to govern the Retirement Program.

ARTICLE VII
SCHOOL BUS DIVISION

Section 1. Drivers Guarantee

1. For the purpose of clarification, a school week, as hereinafter referred, shall be from Monday to Friday inclusive of each week or the period of the school year from September 1st of one year to June 30th of the following year.

2. All Employees shall be guaranteed the following work or pay in a school year:

1st year	37 minimum weeks per year
2nd year	38 minimum weeks per year
3rd year	39 minimum weeks per year
Thereafter	40 minimum weeks per year

New Employees who have completed their probationary period shall be entitled to the guaranteed work week and are entitled to sign a charter list.

Fifty-two-week continuous assignment employees such as, but not limited to, 52-Week Adult Program, and Tanger drivers, will be guaranteed according to the following schedule:

Years of Service	Guaranteed Days
1	7
2	13
3	19
Thereafter	25

3. In a reduced (forty or less) week guaranteed because of service interruptions, such

as a teachers' strike, Employees who are employed during this period will fall under their respective guarantees. Employees who are not required to work because of the above will be eligible for unemployment insurance benefits, if awarded by New York State Department of Labor. When an employee is returned to work, the balance of the guaranteed week will commence at date the Employee returns to work. The Company and Union agree to cooperate and work together, when necessary, in order to encourage the Company's customers to perform and honor all contractual obligations and commitments during periods of customer closings due to emergencies, such as epidemics or pandemics.

4. If a school bus driver is called in prior to the beginning of the forty (40) or less guarantee week to assist in familiarizing of runs with new drivers, the driver who does the assisting will be guaranteed six (6) hours pay per day. If a Class C driver is called in prior to the beginning of the forty (40) or less guarantee week to assist in familiarizing of runs with new drivers, the driver who does the assisting will be guaranteed five (5) hours pay per day, or pay for actual time worked, whichever is greater.
5. Within the weeks of the school year, which is designated in Section 1 of this Article, September 1st of one year to June 30th of the following year, certain weeks shall not be deemed guaranteed weeks of work or pay. The number of non-guaranteed weeks will vary according to each driver's position on the seniority list as designated in Section 2 of this Article. Due to the variable nature of school calendars among the schools serviced, the actual weeks will be determined as soon as possible at the start of each school year, and may change when school calendars change
6. In a reduced work week through no fault of the employee and where there are days when school is not in session for all drivers and there is work to be performed other than their picked run, a list will be posted to be signed by drivers who wish to work. This work will be assigned according to seniority of the sign-ups. If there are not enough drivers to cover

the work, drivers will be forced to work from the bottom of the seniority list starting with non-guaranteed drivers. If those drivers are depleted, then the guaranteed drivers will be forced to work in the same manner. All drivers must be available for work. If a driver is needed and does not make himself/herself available for work by contacting the dispatcher, he/she shall forfeit the benefits of a full day's work or pay in said reduced work week

7. If a driver's/DA's run is not operating and he/she is off from work and it is a guaranteed work or pay week for him/her and he/she works a run other than his/her picked run, he/she will receive his/her guarantee for the day, plus the hours posted for the run worked that day. If a driver's run is not operating and the driver is off from work and it is a non-guaranteed week for him/her and he/she works a run other than his/her picked run, he/she will be paid according to the hours posted for the run worked that day. If a non-guaranteed driver does not make himself/herself available for work by contacting the dispatcher on the working day before the reduced workday and he/she is needed on said day, he/she will forfeit unemployment. If a driver or driver assistant's run is not operating, and school is in session and transportation is not needed (virtual day) employee may be required to report to work.
8. An employee must work the entire working day prior to and the entire working day after scheduled school closing on their school calendar in order to be paid for guaranteed day or days
9. Guaranteed pay shall not be compounded to provide more than a day's pay for a bereavement day.

If a bereavement day or days are taken in a guaranteed work or pay week, such week shall count towards the forty (40) or less guaranteed work week

10. Holidays are to be included in the guaranteed work or pay weeks and no holiday is to be paid unless it falls in said week. If a holiday falling outside of guaranteed work week is

worked or a holiday worked in guaranteed work week, a driver will be paid his regular base pay plus all hours worked at regular base pay. Any days worked in excess of the respective forty (40) or less weeks guaranteed shall be paid on a daily basis

11. Any employee who reports for work at his regular schedule and has not been told previously not to report shall be paid his guaranteed hours pay or work for the report

Section 2. Cover Drivers

1. Full-time cover drivers who are regularly scheduled for both AM and PM reports shall be entitled to Cover Driver departmental seniority for purposes of lay-off, recall and location only. A cover driver shall not accrue any full-time seniority other than Cover Driver departmental seniority for lay-off and recall purposes. A Team Drivers shall have seniority based upon the transfer date into the A Team Driver department. A Team Drivers shall pick Paid Time Off [PTO] based upon Center Seniority, and management approval. 52-week A-Teamers will be given the option of working Christmas break week or February recess by center, by seniority for either based on business needs.
2. A cover driver may declare himself available for full-time employment by notifying the Employer and Union in writing of his intentions. When the next pick arises, the employee shall pick available full-time run and his date of departmental seniority shall commence from the date of placement on the payroll as a full-time employee in either department. Seniority shall be calculated as follows: five (5) years of service equals one (1) year of credit; ten (10) years of service equals two (2) years of credit; fifteen (15) years of service equals three (3) years of credit; until 20 years of service maximum equals four (4) years of credit.

Designation of Cover Drivers and Cover Driver Assistants

- a) The Company shall have the right, in its sole discretion, to designate and assign Cover Drivers and Cover Driver Assistants into various categories. The Cover Drivers

and Cover Driver Assistants shall be required to meet such Company qualification requirements as the Company may deem necessary, including but not limited to the ability to pass a Company map test (Drivers only), ability to communicate adequately, and satisfactory safety record, among other Company qualifications. The wages and benefits of the various categories of Cover Drivers and Cover Driver Assistants shall be contained in an agreement between the Union and the Company.

3. Designation of Cover Drivers and Cover Driver Assistants the Company shall have the right, in its sole discretion, to designate and assign Cover Drivers and Cover Driver Assistants into various categories. The Cover Drivers and Cover Driver Assistants shall be required to meet such Company qualification requirements as the Company may deem necessary, including but not limited to the ability to pass a Company map test (Drivers only), ability to communicate adequately, and satisfactory safety record, among other Company qualifications. The wages and benefits of the various categories of Cover Drivers and Cover Driver Assistants shall be contained in an agreement between the Union and Company.
4. Cover Drivers will be told the time of run, in advance upon the driver's request.
5. Cover Drivers & Cover DAs shall be paid their cover hours required to work the day prior and day after the holiday and or school closing as their guarantee if greater than the minimum guarantee.

Section 3. Driver Assistants

1. The Driver Assistant must meet the driver of vehicle. Driver Assistant's must complete a Dry- Run with the Driver at a time when convenient and economically feasible as approved by management. The Driver may pick up the Driver Assistant at his/her home only if convenient and economically feasible and approved by Management
2. Runs, cover jobs and other assignments containing all known prospective work shall

be posted for pick. The portal may be used as means for pick postings. The company will provide address information on the portal for pick purposes. Employees shall pick assignments in accordance with their departmental seniority. Employees who are absent shall be afforded to pick by written authorization by said part to the union. When changing departments within the bargaining unit, seniority will only be maintained for six (6) months. The employee will have the option to return to former department but not to original assignment.

3. Christmas and attendance bonuses to be the same as school van drivers.

Section 4. Driver Assistants Pay

4. Those Drivers Assistants who are picked up from home will be paid from the first stop to the last drop-off of each report. Drivers Assistants will be paid travel time for the working time they spend upon pick-up from their homes to the first stop and from the last drop-off of each report to their homes, regardless of whether the Drivers Assistant is assigned by the Company or picked by the Driver. Travel time on the van shall be paid for up to one hour, but only when their total time on a Company vehicle exceeds the guarantee, where applicable. If their total time does not exceed the guarantee, travel time pay shall be deemed covered by the guarantee. An employee may not select a pick-up location that may increase the travel time of their run. If arrangements that are approved by management are made for the Drivers Assistant to be picked up at a designated location other than the home, the designated location will be considered the home. Driver Assistants must report to the yard, or any other designated location assigned by management. Driver Assistants shall be paid from time of report to drop off at yard or designated location.
5. Drivers Assistants who are assigned a piece of work that requires them to report for work at the yard will be paid from their assigned reporting time at the yard to the last drop-off at the yard for each report.

6. Drivers Assistants hired after July 1, 2006, shall be guaranteed two (2) hours for a morning report and two (2) hours for an afternoon report. All other practices will remain in effect for all Drivers Assistants hired prior to July 1, 2006. All Drivers Assistants hired prior to July 1, 2006, shall maintain their guarantee of 4 ³/₄ hours.

Section 5. Driver Trainers

The Company shall have the right to designate and assign Driver Trainers in its sole discretion. The Company's selection and assignment of Driver Trainers in all departments shall be based upon an employee expressing interest in the position, so long as the employee meets all qualifications as determined solely by the Company. Such designation and assignment require that the individuals be deemed qualified by the Company's Safety Department Head, and possess any necessary DMV, SED, or DOT qualifications. A Driver Trainer must be available to work in the training department between their AM and PM report to meet the needs of the training department. Driver Trainer shall be entitled to pick weekend charter work. Driver Trainers shall be entitled to the training hours for the 8 paid holidays (as designated by the Company), including guaranteed run hours plus training time. If the Driver Trainer's scheduled workday does not fall on the designated holiday, the Driver Trainer will receive a paid day off from one of their scheduled workdays. Driver Trainers (i.e. School Bus Division) may be required to perform training work during driver guarantee work weeks, April break, summer (minimum of three weeks work between last week in June and third week in August; Division will attempt to accommodate vacation choices, but Department needs will prevail). Driver Trainers must be available to assist with, including the preparation of vans, the delivery of camp vans and return of camp vans. Camp van work may result in overtime hours (hours in excess of forty in a week) and may require weekend work, as needed. Driver Trainers will be eligible for a Trainer Bonus, at the sole discretion of the Company, based on such factors as level of qualifications, full use of training credentials, cooperation, attendance, and merit.

Section 6. Omnibus Drivers

The Company has implemented a Driver Classification of “Omnibus Driver.” The Company currently employs drivers in training and assigns them as Driver Assistants during driver training. The use of the “Omnibus Driver” classification enables a driver in training to be assigned to drive an “omnibus” while training. Any STS/SBC driver already licensed may choose to do this work in seniority order and at the Omnibus pay rate. An Omnibus Driver is defined as any driver who transports passengers in a vehicle with 8 passengers or less, and who possesses a CDL with a passenger and a school bus permit. Pay to this Driver will be at the Driver Assistant pay scale (see Exhibit “A”) plus one dollar in each category. All other benefits, rules and regulations will be in effect for this Driver as they are for the full-time school van Driver. This Driver is prohibited from driving a regular school van weighing more than 10,000 pounds, without appropriate road tests and endorsements.

Section 7. Snow Removal

In the event of a school closure based upon inclement weather where Drivers are needed for snow removal, those needed will be selected from a School Bus Division Snow Team List, in seniority order. Those assigned will be compensated for their guaranteed hours plus all hours worked performing snow removal, with a minimum guarantee of two (2) hours. Weekend Snow Removal (Saturday and/or Sunday): Those Drivers needed will be selected from a School Bus Division Snow Team List in seniority order. Those assigned to perform weekend snow removal duties will be guaranteed a minimum of four (4) hours. Overtime will be paid only after 40 hours of actual time worked (not to include guaranteed hours paid for non-working compensation).

Section 8. Sick Days

Drivers and driver assistants who are assigned to the school bus division, shall have 3 excused sick days per school year, starting with the first day of school in September and ending with the

last day of school in June. All such employees must be actively working and not on a scheduled leave and away from actively working (reporting to work on a daily basis with either a picked or assigned run or as a cover employee) in order to be granted sick days. Sick days may be taken on reports (6 reports equate to 3 sick days). All unused sick days will be paid out at the end of the school year. The use of an excused sick day shall not affect the Attendance Bonus. Sick days will be prorated for new hires as follows:

- Hire date of 9/15 thru 11/30 - employee will receive 2 excused sick days effective 12/1.
- Hire date of 12/1 thru 3/31 - employee will receive 1 excused sick day effective 4/1.

Employees are entitled to sick days as long as the employee:

1. Is not on a scheduled leave and away from actively working.
2. Any such pay for any day or report not used as a sick day, will be paid at the rate of pay and the average hours of picked work per day (excluding any charter work or extra hours) from the month preceding the payment.
3. Sick Days are to be used for employee illness only (not for personal use). In the event that the Company reasonably suspects that sick days are being used for purposes other than reasons covered under the NYSPSL. The Company shall have the right to request satisfactory proof of such.
4. There will be no banking of Sick Days.

New York State Sick Leave Law: On behalf of itself and all of its members covered by this Agreement, the Union and management acknowledge any and all rights under the New York State Sick Leave Law Section 196-b. The parties agree that leave provided for under this Agreement can be used for the purposes allowed under the New York State Sick Leave Law and that the total benefits provided under this Agreement is comparable to or otherwise exceeds the

requirements of the New York State Sick Leave Law.

Section 9. Uniforms

The Company will provide the uniform shirt and/or jacket as follows: the Company will provide a minimum of six (6) shirts, one (1) spring jacket and, if appropriate and necessary, one (1) winter jacket. The Company agrees to annually provide at least two (2) additional shirts. Additionally, the Company agrees that, if necessary, every twenty-four (24) months it will replace any required spring jacket that is worn out through normal use for work, provided that the driver returns the jacket that is to be replaced. The same shall apply to the replacement of any required winter jacket, except that instead of twenty-four (24) months, a period of thirty-six (36) months shall apply to the replacement of a required winter jacket. If a driver loses a Company provided jacket, the Company shall replace the lost jacket, but the driver shall reimburse the sum of twenty-five (\$25) dollars to the Company towards the cost of replacing the lost jacket. Drivers shall return to the Company all Company provided shirts and jackets upon the driver's termination of employment with the Company. The Company will consult with the Union about the Company's uniform policy. While it is permissible to wear company uniform while not on duty, employees must be mindful to maintain professional behavior while wearing the uniform.

Section 10. Picks

1. Runs, cover jobs and other assignments containing all known prospective work shall be posted for pick. The Portal may be used as a means for Pick Postings. The company will provide address information on the portal for pick purposes. School Bus Division Drivers and DAs shall have a minimum of a one-day preview of the picks. Employees who are absent shall be afforded an opportunity to pick by written authorization by said party to the Union. When changing departments within the bargaining unit, seniority will only be maintained for six months. The employee will have the option to return to the former department, but not to original picked assignment.

2. An addition or deletion on picked runs is hereby defined as a new school added or deleted to an existing run. If a temporary (5 days) addition or deletion is made, there will be no pick. If a permanent (more than five days) change is made after the pick, the driver whose run has been changed may request a new pick. If such a request is made, the Company will post a new pick within fifteen (15) days. The new pick will involve only those individuals who are less senior to the driver requesting the pick.
3. Each employee shall be given an opportunity to train on all equipment and on all extra work that may become available. In the event the Employer does not permit an employee to qualify, the Employer shall give his reason to the employee and the Union in writing. This applies to all new work that may become available.
4. Where there is insufficient ADA Drivers to pick all of the ADA runs, senior qualified school bus drivers, then senior qualified van drivers, may pick the remainder. The Company will maintain a running signup sheet (at all locations) for the purpose of identifying those drivers that are interested in open ADA Driver positions. School Bus Drivers stating an interest to be transferred to the Transit Division will be placed on a list to be selected in seniority order, if qualified. The Company may hire qualified new applicants to fill open positions within the Transit Division based upon operational needs. Upon agreement between the Union and the Company, a Driver within the School Bus Division, who is not on the list, may be transferred into the Transit Division based on need. (e. g. – during a Labor Hearing, Hardships, etc.).
5. A dry run shall be performed by all drivers and driver assistants prior to the start of the new school year. The dry run shall be performed in the bus/van assigned to the run or a Company vehicle assigned by the Company. If a D/A is required on a route, the D/A must be present during the Dry-Run. Before the Dry-Run, the Drivers must report any extenuating circumstances that prevent the D/A and Driver from being present together on

the Dry-Run. As part of the dry run, a parent contact form must be completed as described in the “Rules/Regulations.”

In order for a School Bus/Van Driver and Driver Assistants, who is otherwise eligible to be paid for Labor Day under the guaranteed work week, to be entitled to be paid for Labor Day or any other guaranteed days in that week, the driver must perform and complete his/her “dry run” training for his/her school-run pick no later than 5:00 p m on the Friday before Labor Day, unless a picked run requires that “dry run” training be performed and completed at an earlier time as designated by an applicable Company customer.

In the case of a designated earlier time for the performance and completion of “dry run” training, the driver must perform and complete his/her “dry run” training on a timely basis, as designated by the applicable Company customer, to be entitled to be paid Labor Day or any other guaranteed days in that week. A dry run shall be paid three hours in addition to pay for Labor Day holiday.

If and when school districts are in session prior to Labor Day, then those completing a Dry-Run will be paid three hours.

In the event of a new school district customer or any school district requirement for a second Dry-Run, the second dry run will be paid as time worked as calculated based upon the GPS reports.

Employees that have the one-hour meeting with the district prior to school opening will receive one hour of pay. Employees attending the special needs class will receive one hour of pay.

6. A van driver that does not have a regular run shall not be a cover driver for Saturday or for charter work until a seniority list is exhausted.

7. Company will make its best effort to post hours of pay on each run at first pick.
8. The school calendar will be posted at the same time pick is posted.
9. New or Open runs (all large bus, vans and DA runs), including Mid-Day and late runs shall be posted for a pick within one (1) week after becoming vacant. All qualified Drivers and DAs shall be eligible to sign for a posted run in accordance with the pick process, including Van Drivers on the waiting list for transfer to Large Bus. After a run is picked, the new driver/DA assumes the vacated run within three (3) weeks and shall receive rate of pay and hours attached to new pick run if greater.
10. When a two-report run becomes vacant, it shall be posted for a pick within five (5) days. The new pick will be available to all eligible Drivers and DA's. If the vacant two-report run is for a Large Bus run, eligible Van Drivers that are identified on the Transfer List may also participate in the pick. The Pick shall be deemed completed after the second bump.
11. Van Drivers, Bus Drivers, or ADA Drivers with Class B licenses who are not regularly driving a large bus or a transit bus, may transfer to the large bus or transit department. When an opening becomes available the employee will be selected based on where the employee appears on the Company maintained Transfer List.
12. Any Driver interested in one-report Work, for the upcoming school year must sign on prior to the end of the current school year. One-report workers can be used when necessary to fulfil the work schedule. They will have their own seniority list and shall be eligible to become two (2) report drivers prior to new hires. Current One-Report Drivers seniority shall be grandfathered. The company will maintain the right to assign all one (1) report work.
13. Existing One-Report Drivers shall have priority rights in retaining their runs. These priority rights shall not apply to new work. Drivers may request available one-report work to be assigned at the Company's sole discretion. If more than one request is made for the same

One-Report work, seniority will be considered in assigning the work.

14. District Radio Bus Drivers/Radio Van Drivers are not subject to the pick but will be assigned by the Company after a review by a Company and Union committee.
15. All known work will be posted by 3:30 P.M. on the last day worked, if possible.

Section 11. Summer Work

1. Work during the summer school recess shall be available for pick by drivers as outlined below.
 - (a) All summer work shall be posted for pick.
 - (b) All summer work shall be picked on the basis of seniority.
 - (c) All work not picked shall be assigned to the least senior employee. Any employee who refuses summer work from bottom of the list up will not be eligible to receive unemployment benefits.
 - (d) Employees who, because of seniority, do not elect to pick summer work and who, because of their seniority, are not assigned summer work may exercise their prerogative to seek benefits under the State of New York.
2. If a Driver and/or Driver Assistant picks a summer run and the 4th of July falls within the work week, they shall be paid for the days worked plus July 4th. If July 4th is worked, they shall be paid their regular day's base pay plus hours worked at their regular hourly rate.
3. All summer work to have the same minimum hours pay per day as school runs, as described in Article VIII, Section 1.

Section 12. Charters

1. Any work out of school district other than the picked school run shall be deemed charter work with a minimum guarantee pay of four (4) hours, except for the charter work referred to in section 2, below. All in-district charter work between school runs shall be paid a minimum of two (2) hours. Pay is to be computed separately from all other pay.
2. Three Hour Charters. The Company will pay the driver a three (3) hour minimum for any out of district charter that falls between the hours of 9:30 a.m. and 1:30 p.m. during the school day. The Company will pay the driver on a six (6) hour minimum for all Long Island "charters" where the six (6) hours will account for the trip to and from the event. If the actual time worked exceeds the minimum hours herein, the driver will be paid for the actual time worked. The charter slip will indicate if the driver need not stay with the charter unless directed to do so by the coach or teacher.
3. Work performed on one (1) day charter runs shall be paid at the driver's applicable hourly rate of pay for all elapsed time whether driving or laying over and such time shall be included in computation of overtime.
4. It is further mutually understood and agreed with respect to overnight charter work that a driver shall be paid a minimum of ten (10) hours per day at the driver's regular applicable rate plus meals missed away from home and hotel expenses.
5. Any employee reporting for charter work shall be paid a minimum of four hours guaranteed. If a charter is canceled at point of pick-up, the Driver will be compensated for travel time from point of pick up, back to the facility. This shall not apply on school days when the driver goes directly from a school run and the charter is canceled at point of pick-up so long as the time consumed does not exceed driver's daily time.
6. Charter work shall be performed by school bus drivers desiring such work who are

available and such work shall be distributed on a rotating basis. Cover Drivers shall have the right to sign up for weekend charters. A-Teamers can sign up for weekend charters with no more than one (1) charter for every five (5) weeks.

7. A driver who signs the availability list and declines a charter run when it is his/her turn, shall be charged with run just as if he/she had taken it and the list will continue in rotation.
8. Employees shall have the right to remove his or her name from the list prior to being assigned to work without penalty.
9. When a driver goes on a trip that is scheduled to use toll facilities or overnight lodging, he/she shall be given expense money in advance which he/she shall account for with valid vouchers.
10. All Off-Peak (Monday through Friday from 09:30 AM until 1:30 PM; and after 4:00 PM: and Saturday and Sunday) Charter Work will be performed first by School Bus Drivers from a Charter List on a rotating basis. Once the Charter List is exhausted, Cover and Utility personnel will be utilized to cover the open Off-Peak Charters.
11. On days when a school is closed and work is to be performed other than your picked run, this work will be paid for the same as when your school is open in addition to a day's guarantee.
12. The Company agrees that Van Drivers possessing a "B" license, and who are Company qualified, can now be assigned to perform Large Bus charter work when there are no regularly assigned Large Bus Drivers available to perform such charter work. A separate charter list, not to be co-mingled with the Large Bus Drivers charter list, will be maintained for Van Drivers possessing a "B" license who are Company qualified. Van Drivers will be paid comparable Large Bus pay rate for the performance of Large Bus charter work, only.

13. In the case of Non-School/Private Charters, the Company shall pay the Drivers based on a three (3) hour minimum guarantee.
14. All charter work, excluding New York City charters, shall be assigned by the Union representative. The Company agrees to have a Union representative on the property to assist in assigning all charter work, excluding New York City charters. Van charters will be assigned by school in seniority order. The Company agrees to pay the Union representative a maximum of one (1) hour per day when school is open and there is charter work to be assigned.
15. For pay purposes, each charter that commences and ends the same day shall have a designated departure time from the garage and a specific report time at the point of pick-up and the driver shall be paid until he/she returns to the garage.

Section 13. Hours of Work and Overtime

Hours of work and overtime shall be as follows:

Bus Guarantee:

1. All one report/one trip (AM or PM) school bus drivers shall be guaranteed two and one-half (2 ½) hours of work or pay daily.
2. All one report/two trip (AM or PM) school bus drivers shall be guaranteed three (3) hours of work or pay daily.
3. All two report/one trip (AM & PM) school bus drivers shall be guaranteed five and one-half (5 ½) hours of work or pay daily.
4. All two report/four trip (AM & PM) school bus drivers shall be guaranteed six (6) hours of work or pay daily.

Van Guarantee:

5. All one report/one trip (AM or PM) school van drivers shall be guaranteed two hours and 22.5 minutes (2.375) hours of work or pay daily.
6. All one report/two trip (AM or PM) school van drivers shall be guaranteed two hours and thirty-seven minutes (2.625) hours of work or pay daily.
7. All two report/one trip (AM & PM) school van drivers shall be guaranteed four and three-quarters (4.75) hours of work or pay daily.
8. All two report/four trip (AM & PM) school van drivers shall be guaranteed five and one-quarter (5.25) hours of work or pay daily.

Driver Assistant Guarantee:

9. All one report (AM or PM) driver assistants hired after July 2006, shall be guaranteed two (2) hours of work or pay daily.
10. All two report (AM & PM) driver assistants hired after July 2006, shall be guaranteed four (4) hours of work or pay daily.
11. All one report (AM or PM) driver assistants hired prior to July 2006, shall be guaranteed two hours and 22.5 minutes (2.375) hours of work or pay daily.
12. All two report (AM & PM) driver assistants hired prior July 2006, shall be guaranteed four and three-quarters (4.75) hours of work or pay daily.

Midday Guarantee:

13. All hours worked between AM and PM shall have a minimum break of one (1) hour between AM and midday report. If mid-day report is less than one (1) hour after

completion of AM runs, then the employee shall be paid continuous from AM report time until completion of mid-day run. All middays shall be guaranteed a minimum of one (1) hour or actual time worked if greater.

Late Trip Guarantee:

14. All late runs that are a 5:00 PM bell time are guaranteed one (1) hour.
15. All late runs that are at 5:15 PM or later bell time are guaranteed two (2) hours.
16. Hours of work and overtime for school buses, vans and aides shall be computed separately.
17. The guarantees are calculated to include the following: (1) Drivers run hours (which begins at the time of leaving the yard and ends with arriving at the yard) (yard to yard) in each report) and (2) One/half hour per day for AM and PM, or one quarter hour for an AM or a PM report, to compensate them for non-revenue work such as fueling, pre and post tripping, cleaning and travel time to the beginning of the run and returning to the place where the vehicle is parked.
18. The guarantee mentioned above for school runs does not cover continuity of run. To the extent feasible, the Employer will endeavor to fill in the dropped portions by taking trips and sections from the runs of junior Employees in order to allow full-time drivers to keep their full-time status as much as possible.
19. Extra pay for early dismissals if hours worked exceed the daily guaranteed hours.
20. Drivers and Driver Assistants who are required to attend a school/customer meeting shall be paid a minimum of one (1) hour, or the actual meeting time worked, for attending the school/customer meeting.
21. All drivers shall be entitled to sign for extra work, including middays and late runs. All

extra work including mid-days and late runs shall be assigned in seniority order. Middays and late runs shall be paid at their guarantee as per this CBA. If the mid-day or late run guarantee puts the drivers' hours over forty (40), the driver shall be paid their route hours, plus the guarantee at straight time. However, if the actual time worked exceeds forty (40) hours in a week, actual time worked more than forty (40) hours will be paid at the applicable overtime rate. All additional work added to a run that does not increase a Driver's pay will be assigned in reverse seniority order.

Cover Drivers and Radio Bus Drivers Guarantees:

- (a) Full-time qualified cover drivers (AM/PM – five days per week) doing school bus route cover will have a minimum of six and a half (6.5) hours work or pay a day.
- (b) Full-time qualified cover drivers (AM/PM – five days per week) doing school van route cover will have a minimum of five and three quarters (5.75) hours work or pay a day.
- (c) Company qualified drivers covering radio bus and van routes will receive minimum guarantees similar to cover drivers as stated in (a) and (b), above.
- (d) A-Team Guarantee shall be eight (8) hours per day.

Payroll Discrepancy Process – School Opening:

In the event that a Driver/Driver Assistant believes that a discrepancy exists between the pay and the hours worked on a Picked Run, a payroll discrepancy shall be submitted by the Driver/Driver Assistant.

Such submission shall be made after five (5) days of service for Large Bus and ten (10) days of service for Van and DA's. The Company shall endeavor to confirm and adjust the discrepancy within two (2) weeks of submission.

The Company understands the urgency of paying the retroactive pay promptly once the discrepancy is confirmed and shall expedite the payment within the next payroll cycle following the confirmation and adjustment of the discrepancy. It is the employee's responsibility to notify their supervisor of any additional time worked daily. It shall be the supervisor's responsibility to enter occasional daily increase to run guarantee on a daily basis. If employee does not receive the additional time in the next pay cycle, a live check shall be cut within two (2) business days for any amount over two hundred and fifty (\$250.00) dollars, upon request.

Section 14. Bonuses

1. All School Bus Division employees must be actively working and receiving a paycheck with at least 13 checks received September to Christmas in order to be eligible for a Christmas Bonus. For applicable School Bus employees, absences due to an approved disability or Workers' Compensation injury of no more than sixty calendar days, or 8 weeks, will be accepted as excused absences for the purpose of qualifying for the Christmas bonus. The non-guaranteed departments are not included.

SCHOOL BUS BONUS

SCHOOL BUS BONUS SCHEDULE

YEARS OF SERVICE

1	\$320
2	\$425
3	\$495
4	\$550
5	\$610
10	\$635

1. A Christmas bonus is to be paid to all school bus and van drivers who are on the payroll and working from the start of school up to Christmas.

“Per-diem” School Bus Drivers who work a minimum of thirty (30) days between September and December shall be entitled to a Christmas Bonus of 50% of the payment schedule in this article; A-Team Drivers will receive the Christmas Bonus as per the SBC schedule.

2. Attendance Bonus is to be computed three times a year. The computations shall be once for the period of service between the First Day of School in September through November 30; once for the period of service between December 1 through March 31; and once for the period of service between April 1 to the Last Day of School in June. The bonus is to be calculated as follows for each period:

Perfect Attendance = \$175

Summer Report Perfect Attendance = \$75.00

The Attendance Bonus is available to all full-time school personnel in guaranteed and non-guaranteed departments. A one-report driver, who is otherwise a full-time driver, who meets all of the Attendance Bonus eligibility requirements, shall be entitled to half of the above Attendance Bonus sum. In order to be eligible for the second bonus payment, an employee must actually work the day before and the day after the February break. In order to earn entitlement to the third component of the Attendance Bonus (April 1 to last day of school), it is not required that a driver had previously earned entitlement to the first two Attendance Bonus components.

In addition to the Attendance Bonus, if no unexcused day or days have been taken during the 2nd Attendance Bonus period, a Driver and Driver Assistant shall receive an additional one day's pay at the Driver or Driver Assistants' current daily route hours. If no unexcused day or days have been taken during the 3rd Attendance Bonus period, the Driver or Driver Assitant shall receive an additional one day's pay at the Driver's or Driver Assistant's current daily route hours.

The bonuses will be paid during the week following the last day of November, March and June, respectively.

- (a) The bonus will be paid to any school bus driver, van driver, driver's assistant or full-time cover driver who has completed any of the above-mentioned periods. Absences due to bereavement or official Union business shall not be counted as days absent for purposes of the above paragraph.
- (b) Jury Duty will become an excused absence for the purposes of calculating attendance bonus entitlement, provided, however, that the employee called for jury duty makes good faith attempts to seek a postponement, but is unsuccessful in postponing the jury duty service to the summer months.

3. Mid-Year Bonus. Full-time Active School Bus/Van Drivers and Driver Assistants who have completed one (1) continuous year of active full-time service shall be eligible to receive a winter recess (mid-year bonus) on the February after their anniversary date of hire. To qualify for this bonus, the individual must work a minimum of sixteen full weeks in the current school year prior to the February break and must report to work the day before and the day after this break in order to receive this bonus. Absences due to bereavement or official Union business shall not result in the loss of the mid-year bonus. Additionally, absences due to Jury Duty shall not result in the loss of the mid-year bonus, provided that an employee called for jury duty makes a good faith effort to seek postponement of Jury Duty but is unsuccessful. Bonuses to be paid two (2) weeks after the winter break. The employee must be in a guaranteed department to be eligible for the bonus.

The mid-year bonus shall be paid in accordance with the following schedule:

Years of Service

Van/Bus

2-3	\$275
4-5	\$375
6-7	\$475
8+	\$575

Driver Assistants

2-3	\$250
4-5	\$325
6-7	\$400
8+	\$475

4. School Bus/Van Division 19A Driver Certification Bonus

19A/State Education Department Driver Certification Bonus: Any working school bus/van driver, who has a current 19A/SED file and has completed all of the 19A/SED requirements, as they come due and on time as instructed by management, will be paid a 19A/SED bonus in the sum of \$150.00 prior to April 15th of each year. No unauthorized extensions or exceptions shall be granted. It is expressly understood that the 19A/SED bonus shall be deemed to be full compensation for time spent performing any tasks necessary for completing the requirements needed to qualify for and maintain 19A/SED certification, including compliance with all agencies and STS/SBC Drug & Alcohol programs, and for STS/SBC safety re-training requirements designated by the STS/TWU Safety Review Committee, with the exception of any time spent attending any class offered by the Company that may be required for the fulfillment of 19A/ SED certification requirements. The employee will be paid their regular hourly rate payable with their first paycheck upon their return to work in September or when assigned a run, for time spent

attending these classes. It is also expressly understood that although the Company may offer classes and training to its working drivers to assist them in meeting the requirements needed to qualify for and maintain 19A/SED certification, it is not mandatory that the working drivers avail themselves of those classes and training that the Company may offer to assist them in meeting the 19A/SED certification requirements. Rather, the working driver may, at their own expense for all related costs, and in their own choice and discretion, attend outside classes and training necessary to meet the requirements needed to qualify for and maintain 19A/SED certification, so long as the outside classes and training are approved by the Company and are sufficient to meet the requirements for 19A/SED certification. Attending an outside class is not an STS payroll item and those employees that do attend any class other than one conducted by STS/SBC will not be paid for attending such classes. Any driver who is unemployed during the summer who attends a class offered by the Company while unemployed shall not be paid for time attending the class if the driver fails to return to work in September.

Safety and Customer Service Component: Fifty (50%) of the above bonus is attributed to safety and customer service and will only be given to those drivers who are employed as of the first day of school or assigned work in the applicable year, and; (a) have zero at fault accidents or incidents for the prior 12 months as of the payment date of the bonus, and (b) have not been disqualified by a customer. "At fault" shall include any situation where the Driver Assistant has contributed in any way to the accident/incident.

5. Driver Assistant (DA) Division Certification Bonus

State Education Department Driver Assistant Certification Bonus: Any working DA who has a current SED file and has completed all of the State requirements, as they come due and on time as instructed by management, will be paid an SED bonus in the sum of \$55.00 prior to April 15th of each year. No unauthorized extensions or exceptions shall be granted.

It is expressly understood that the SED bonus shall be deemed to be full compensation for time spent performing any tasks necessary for completing the requirements needed to qualify for and maintain SED certification, including compliance with all agencies and STS/SBC Drug & Alcohol programs, and for STS safety re-training requirements designated by the STS/TWU Safety Review Committee, with the exception of any time spent attending any class offered by the Company that may be required for the fulfillment of SED certification requirements. School related DA's will be paid their regular hourly rate payable with their first paycheck upon their return to work in September or when assigned a run, for time spent attending these classes. Non-school related DA's will be paid their regular rate payable as soon as possible after attendance confirmation for time spent attending these classes. It is also expressly understood that although the Company may offer classes and training to its working DAs to assist them in meeting the requirements needed to qualify for and maintain SED certification, it is not mandatory that the working DA's avail themselves of those classes and training that the Company may offer to assist them in meeting the SED certification requirements. Rather, the working DA's may, at their own expense for all related costs, and in their own choice and discretion, attend outside classes and training necessary to meet the requirements needed to qualify for and maintain SED certification, so long as the outside classes and training are approved by the Company and are sufficient to meet the requirements for SED certification. Attending an outside class is not an STS payroll item and those employees that do attend any class other than one conducted by STS will not be paid for attending such classes. Any DA who is unemployed during the summer who attends a class offered by the Company while unemployed shall not be paid for time attending the class if the DA fails to return to work in September.

Safety and Customer Service Component: Fifty (50%) of the above bonus is attributed to safety and customer service and will only be given to those DA's who are employed as of the first day of school or assigned work in the applicable year, and; (a) have zero at fault incidents for the prior 12 months as of the payment date of the bonus, and (b) have

no customer complaints against them that would disqualify them from working for the complaining customer. "At fault" shall include any situation where the Driver Assistant (D/A) has contributed in any way to the incident.

ARTICLE VIII

TRANSIT / ADA DRIVERS

Section 1. Pick of Runs/Seniority/Frequency

1. Department seniority shall govern picking of runs when changing departments within the bargaining unit, seniority will only be maintained for six months. The employee will have the option to return to the former department, but not to the original picked assignment.
2. Transit / ADA Drivers shall have a weekly guarantee of forty (40) hours for a maximum of five (5) days, unless operational needs require otherwise.
3. There shall be at least one (1) pick every three (3) months on Transit runs in the calendar year: seniority shall prevail. A new pick shall be posted for the following reasons: (a) termination of employment or (b) new work. There shall be three (3) picks annually for ADA runs.
4. Runs, and other assignments containing all known prospective work shall be posted for pick. The Portal may be used as a means for Pick Postings. Five (5) copies of the pick sheets shall be furnished to the Union at least five (5) days prior to the date of each pick and Employees shall pick assignments in accordance with their departmental seniority. Employees who are absent because of illness shall be afforded an opportunity to pick by mail or telephone or written authorization by said party to the Union. When changing departments within the bargaining unit, seniority will only be maintained for six months. The employee will have the option to return to the former department, but not to the original picked assignment.
5. Pick sheets are not to leave the property at any time, but the Company will supply a private room for the committee to examine and study them.

6. Each employee shall be given an opportunity to train on all equipment and on all extra work that may become available. In the event the Employer does not permit an employee to qualify, the Employer shall give his reason to the employee and the Union in writing. This applies to all new work that may become available.

7. The company will post hours of pay on each run at first pick.

Section 2. Reimbursement for Robbery Victims

A Transit / ADA driver who is robbed while on duty (on the bus/company vehicle) and engaged in the performance of his work, will be reimbursed, upon satisfactory proof of loss, as follows:

- | | | |
|-----|--------------|---|
| (1) | Watch - | up to \$150.00 |
| (2) | Money - | up to \$75.00 |
| (3) | Eyeglasses - | up to \$150.00 |
| (4) | Cell Phone - | \$175.00 (with proof of robbery and insurance)
\$50.00 without insurance |
| (5) | GPS | To be replaced at no cost to the driver |

This section will be applied to all Employees. Claims must be accompanied by a police report.

Section 3. Time Rounding

The Company shall pay Transit/ADA Drivers to the nearest five (5) minutes, based on rounding up to the nearest five (5) minutes.

Section 4. Five Year Disciplinary Limit

For disciplinary purposes only, the Company shall limit consideration of non-Safety related infractions contained within a Personnel File to a period of five (5) years from the date of the infraction being considered for discipline. The Company shall limit consideration of safety

related infractions within a personnel file to a period of seven (7) years from the date of the infraction being considered for discipline. As long as this does not have a negative impact with a customer or is inconsistent with a school district contract, PTSB, or NYS DOT.

Section 5. Overtime

1. Time and one-half after forty (40) hours.
2. The Company agrees to equitably rotate all extra work in the Transit/ADA departments, in seniority order and list must be posted each Monday morning in each yard and posted on the portal weekly.

Section 6. Uniform Allowance

1. Full-time Transit drivers shall be given an annual (July through June) uniform allowance in the amount of \$300.00. The company will specify uniforms. After five years of continuous employment, a full-time Transit driver may elect the option to be paid between \$50.00 and \$100.00 of their uniform allowance at end of year. A requirement of Christmas bonus is not applicable for uniform allowance pay out.
2. Part-time Drivers shall be given an annual Uniform Allowance of \$150.

Section 7. Vacation Pay

The basis for vacation pay shall be as follows:

1 full year of service	1 week
2 full years of service	2 weeks
6 full years of service	3 weeks
10 full years of service	4 weeks

1. Transit drivers and shop employees with 20 years of continuous STS and SBC service and hired before December 31, 2002, and currently in the department will receive 5 weeks' vacation. Any STS transfer to Paratransit with at least one (1) year of seniority in school bus, will be granted one (1) week vacation as available within their first year of ADA service.
2. Part-Time Employees will receive one (1) weeks' vacation at average weekly salary.

If an employee becomes unexpectedly ill or is in an accident during his/her vacation and is required under either circumstance to enter the hospital (for at least 24 hours), such employee may switch from vacation to sick time (proof of hospital stay is required). Rescheduling the vacation time will be coordinated and agreed upon between the employee and the supervisor without disrupting any existing picked vacation time.

Section 8. Call-In Procedure/Grace Period

Transit division call in: Employees must call in at 4:00 AM, or at least one hour prior to their morning work shift and two hours prior to their afternoon work shift report time, in order to collect a day's sick pay.

Employees will be given a ten (10) minute grace period. If an employee is then (10) minutes late for three (3) or more times within one calendar year, they will lose the availability of grace periods for the balance of the calendar year.

The grace period shall only be available if the employee notifies the Dispatch of his/her lateness no less than ten (10) minutes prior to their start time. Grace Periods are unpaid.

Section 9. Snow Removal

In the event of a service closure, where Drivers are needed for snow removal, they will be

selected from a Transit Division Snow Team List in seniority order. Those assigned snow removal responsibilities will be compensated for their assigned route hours in addition to all hours worked performing snow removal duties, with a minimum guarantee of two (2) hours. Overtime will be paid only after 40 hours of actual time worked (not to include guaranteed hours paid for non-working compensation).

Section 10. Cover Drivers

1. The Company shall have the right, in its sole discretion, to designate and assign Cover Drivers into various categories. The Cover Drivers shall be required to meet such Company qualification requirements as the Company may deem necessary, including but not limited to the ability to pass a Company map test, ability to communicate adequately, and satisfactory safety record, among other Company qualifications. The wages and benefits of the various categories of Cover Drivers shall be contained in an agreement between the Union and the Company.
2. Cover drivers will be told the time of run-in advance upon the driver's request.

Section 11. Sick Leave

1. Sick Leave – An employee will be eligible for up to 56 hours of sick leave per year. The Company will reimburse the employee for wages lost on a picked assignment for Transit drivers.
2. Sick time shall be accumulated from January 1 through December 31st.
3. If terminated or retired from employment, any used sick time not accrued shall be paid back to the company, taken from the individual's final check. Sick days not used will be paid for within two weeks of the December 30th pay period. Sick time to be used as needed, based on that day's hours of pick when calling in sick.

4. If an employee utilizes an authorized unpaid day, such utilization of an unpaid day off will not affect the sick day bonus and job performance evaluations.

New York State Sick Leave Law: On behalf of itself and all its members covered by this Agreement, the Union and management acknowledge any and all rights under the New York State Sick Leave Law Section 196-b. The parties agree that leave provided for under this Agreement can be used for the purposes allowed under the New York State Sick Leave Law and that the total benefits provided under this Agreement is comparable to or otherwise exceeds the requirements of the New York State Sick Leave Law.

Section 12. Holidays

New Year's Day, Martin Luther King's Birthday, President's Day, Christmas Day, Decoration Day, Columbus Day, Labor Day, Thanksgiving Day, Independence Day and Juneteenth. Transit Drivers shall have the option to request an exchange of one the following paid holidays (Martin Luther King's Day, Presidents Day, Columbus Day) for Veteran's Day, as long as the exchange is operationally feasible. In order to exchange the paid holiday, a Transit Driver must submit a written Day Off Request form two weeks prior to the date. Transit Drivers that are veterans will have priority for approval of the request, based upon their seniority.

Section 13. Banked Holidays & Banked Sick Days

1. The Company will allow Employees to bank sick days and holidays up to a maximum of twenty-two (22) days. All days are to be banked at the rate in effect when the time was earned. Holidays may be taken in conjunction with other days off with the Supervisor's approval. Such approval shall not be unreasonably withheld.
2. If required to work on a holiday, the employee shall have his choice of a later day off, using a Banked Day, with his/her supervisor's approval.

3. All requests for time off using a Banked Holiday or Banked Sick day, shall be made at least two (2) weeks in advance in writing and the employee notified one (1) week prior to the day requested, in writing. The Company shall agree to give a maximum of three (3) people off on any day. For Call Center Agents the Company shall agree to give a max of one (1) employee off per day. Seniority shall prevail.
4. Effective after their first six (6) months of active employment, all Transit Division employees shall accrue one (1) additional paid sick day for every six (6) month period (July 1 to December 31 and January 1 to June 30) in which they have not taken any sick days or have utilized an unpaid day off (even if authorized). However, only if a personal day is requested in writing and approved by the Department Director in advance, the absence due to the use of a personal day will not count as an unauthorized absence for the purpose of effecting the accruing of additional sick days.

Section 14. Direct Deposit

The Company agrees to allow those Transit Division / ADA employees who so elect to be paid through a system of direct deposit immediately, without a probationary period.

Section 15. Transit Division Right Size Agreement

1. The Company may place Right Sized Vehicles/Equipment on transit routes at the direction of Suffolk County with the operational discretion of the Company. The Right Sized Vehicles/Equipment shall be defined as any vehicle, bus, or equipment under thirty (30) feet long.
2. Drivers assigned to operate Right Sized Vehicles/Equipment shall be subject to all rules, regulations and requirements of the Fixed Route Division.
3. During the Pick Process (as described in Article VII), Drivers shall select routes based on

seniority. Any Driver that was in the Fixed Route Division on or before July 1, 2017, shall be afforded "Pick Protection," as described below. Any Driver that becomes a Driver in the Fixed Route Division after July 1, 2017, shall do so without "Pick Protection."

A Driver in the Fixed Route Division who has "Pick Protection" shall be allowed to select a route that is assigned a Right Sized Vehicle/Equipment at his/her pay rate that existed on July 1, 2017, subject to the occurrence and limitation below.

The Company shall allow all Drivers with "Pick Protection" in the Fixed Route Division to pick from all available routes subject to the following:

Once the total number of (a) routes picked that are assigned Right Sized Vehicles/Equipment and (b) routes available that are assigned larger sized Transit Buses, added together, equals the number of Fixed Route Division Drivers with "Pick Protection," the remaining routes that are assigned Right Sized Vehicles/Equipment shall only be paid at the Right Sized Vehicle/Equipment rate.

4. Subject to the above-described exception allowing for "Pick Protection," the pay rate for a route that is assigned Right Sized Vehicles/Equipment shall be the same as the pay rate for Para Transit drivers with equal Company seniority. During the pick process, the Company will identify those routes which are assigned Right Sized Vehicles/Equipment and those that are not assigned Right Sized Vehicles/Equipment. In the event that a route fluctuates between the use of Right Sized Vehicles/Equipment and Non-Right Sized Vehicles/Equipment throughout the week, such will be indicated on the Pick Sheet, and such routes will be paid based on apportionment between the fluctuating hours scheduled for use of Right Sized Vehicles/Equipment and Non-Right Sized Vehicles/Equipment.
5. In the event that a Right Sized Vehicle/Equipment is relieved by a larger Non-Right Sized Vehicle/Equipment, the Driver's pay rate shall be at the larger Non-Right Sized Vehicle/

Equipment pay rate for all time spent operating the larger Non-Right Sized Vehicle/Equipment.

6. The pay rate for Cover Drivers and Vacation Cover Drivers with Pick Protection shall not fluctuate according to the vehicle or equipment that they are operating while covering (i.e., Right Sized Vehicle/Equipment or larger Non-Right Sized Vehicle/Equipment). A Cover Driver who becomes a permanent Driver in the Fixed Route Division after July 1, 2017, shall not be afforded "Pick Protection."

ARTICLE IX
ADA DRIVERS

Slack-Time – It is recognized that Paratransit runs have flexible break time for the Driver during the regular workday due to operational needs, and our manifests are created without indicating break-times. In lieu of scheduled break times, the Company agrees that from time to time, due to variables that are outside the control of the Company dispatch office, if a Para-Transit Driver returns to the yard early with less-than 30 minutes remaining in their regular workday, such Drivers will perform regular work. If there is no work available for this Driver, they will be relieved of their duty for the day. The time performing the work for the day and being relieved for the day shall be deemed earned time for that day.

Section 1. Benefit Category

Full Benefit Category

Within the first thirty-six (36) months of employment, ADA drivers with a Class B license may move to a full benefit category and take the thirty-six (36) month rate of pay as of the pay raise effective January 2007, and each January thereafter, or their anniversary date after January 2007. All ADA drivers shall receive ten (10) paid holidays in accordance with the Transit Holiday Schedule. All ADA drivers doing 10-hour runs will be paid for their run hours for all ten (10) paid holidays.

Section 2. Holiday Pay / 10 Hour Picks

Pay for holidays not worked shall be at the employee's earnings for the day as if he/she had worked a regular day, except as hereinafter set forth. When an employee works on a holiday, he shall be paid a regular normal day's base pay plus his or her regular base hourly rate for as many

hours worked on such day. All ADA drivers doing 10-hour runs will be paid their run hours for all ten (10) paid holidays but pay for sick days be paid based upon assigned pick hours.

Call Center Agents

Call Center agent hired after 8/4/2022:

- Will follow the DA wage scale
- FT agents are entitled to Single health insurance under the STS guidelines
- Will follow the holiday schedule for SBC
- Sick time allowance will be 56 hours for fulltime 40 hour per week employees and 28 hours for PT employees
- Can accumulate up to 5 bank days.
- Life Insurance will follow SBC schedule.

ARTICLE X

BONUS

TRANSIT / SHOP DIVISION

Section 1. Christmas Bonus

A Christmas Bonus is to be paid to all mechanics, Transit drivers, full-time cover drivers, ADA drivers and call center agents who are on the payroll and working from January 1st to Christmas. Full-time and part-time Transit/ADA Drivers, and shop employees must be actively working, and receiving a paycheck with at least 13 checks received September to Christmas in order to be eligible for a Christmas Bonus. For applicable Transit, Shop and ADA employees, absences due to an approved disability or Workers Compensation injury of no more than sixty calendar days, or 8 weeks, will be accepted as excused absences for the purpose of qualifying for the Christmas Bonus. Those within a non-guaranteed department will receive a proportionate bonus.

TRANSIT DIVISION

BONUS SCHEDULE

YEARS OF SERVICE

1	\$520
2	\$625
3	\$695
4	\$750
5	\$810
10	\$835

For Transit, Shop, and ADA employees hired before 7/1/06, the Transit/Shop/ADA Bonus for the first year of service, as reflected below, will be at the three (3) years of service level, and will

progress one level for each year of service thereafter, up to the five (5) years of service level. All employees, including Transit, Shop, and ADA, must have actually completed ten (10) years of service in order to receive the ten (10) years of service level bonus. All Transit, Shop, and ADA employees hired after 7/1/06 will receive a bonus that is based on their actual years of service. Company seniority shall prevail.

Section 2. 19A Driver Certification Bonus

19A/State Education Department Driver Certification Bonus: Any working transit/ADA driver who has a current 19A file and has completed all of the 19A requirements, as they come due and on time as instructed by management, will be paid a 19A bonus in the sum of \$100.00 prior to April 15th of each year. However, any working transit/ADA driver who is on the school bus roster who has a current 19A/SED file must complete all of the SED requirements, as well as completing the 19A requirements as they come due and on time as instructed by management in order to receive the bonus of \$150.00. No unauthorized extensions or exceptions shall be granted. In instances where attendance at the assigned class is not met, the working driver will be paid for the class attended, at a later date, and not receive the bonus. However, an approved and timely date/time change will be accepted. It is expressly understood that this bonus shall be deemed to be full compensation for time spent performing any tasks necessary for completing the requirements needed to qualify for and maintain 19A/SED certification, including compliance with all agencies and STS/SBC Drug & Alcohol programs, and for STS/SBC safety re-training requirements designated by the STS/TWU Safety Review Committee, with the exception of any time spent attending any class offered by the Company that may be required for the fulfillment of 19A/SED certification requirements. The employee will be paid their regular hourly rate payable as soon as possible after attendance confirmation for time spent attending these classes. It is also expressly understood that although the Company may offer classes and training to its working drivers to assist them in meeting the requirements needed to qualify for and maintain 19A/SED certification, it is not mandatory that the working drivers avail themselves of those classes

and training that the Company may offer to assist them in meeting the 19A/SED certification requirements. Rather, the working driver may, at their own expense for all related costs, and in their own choice and discretion, attend outside classes and training necessary to meet the requirements needed to qualify for and maintain 19A/SED certification, so long as the outside classes and training are approved by the Company and are sufficient to meet the requirements for 19A/SED certification. Attending an outside class is not an STS/SBC payroll item and those employees that do attend any class other than one conducted by STS/SBC will not be paid for attending such classes.

Section 3. ASE Mechanics Bonus

ASE Mechanic Bonus. A mechanic who passes ASE automotive excellence exams shall receive a bonus according to the following schedule:

School bus (7 exams)	\$100/Exa
Automotive (8 exams)	\$100/Exa

The maximum bonus available under this provision is \$1,500 for passing all of the 15 exams. Credit shall be given for prior ASE automotive excellence exams taken and passed while employed by the Company. Credit shall not be earned for passing the same exam more than once.

Jury Duty will become an excused absence for the purposes of calculating attendance bonus entitlement, provided, however, that the employee called for jury duty makes good faith attempts to seek a postponement, but is unsuccessful in postponing the jury duty service to the summer months.

ARTICLE XI
SHOP PERSONNEL

Section 1. Minimum Schedule of Work Hours

Shop Employees shall be scheduled for not less than forty (40) hours of work per week.

Section 2. Overtime

Any shop employee who works in excess of eight (8) hours in one (1) day or forty (40) hours in any one (1) week shall be paid for such excess at the rate of one and one-half (1-1/2) times regular rate of pay, overtime to be paid on a daily basis. This will apply to the current Employees and new Employees at the Union's and Company's discretion. The Company and the Union agree to discontinue this practice if this practice is abused.

Section 3. Road Calls Minimum Hours After Punching Out

If a shop employee has punched out from his/her regular tour of duty and is asked to go out on a road call while he/she is still on Company property, then such employee will be compensated for a minimum of two (2) hours pay.

Section 4. Rotation and Assignment of Overtime

Overtime will be rotated among shop employees based upon a sign-up sheet and in seniority order in each department when the work is available. Management will supervise the assignment and a list will be available for review by the shop steward. Overtime opportunities will be offered to qualified shop employees by category, e.g., Van/Large Bus/Transit Bus.

Section 5. Reduction of Weekly Overtime below 50 Hours

In the event there is a reduction of overtime in the shop below fifty (50) hours per week, the Company and the Union will meet and work out an agreement to satisfy both parties.

Section 6. Tour of Duty Selection

Shop Employees shall select their tours of duty in order of departmental seniority.

Section 7. Picks

There shall be two (2) picks each year in the shop (one on January 1st for inter-garage pick and one on July 1st). The company shall designate the qualification and location and time for each slot and the most senior mechanics who qualify shall select their position from a list of current School Bus, Van, ADA & Transit. The July 1st Pick shall be for location and shift in accordance with existing shop practices.

Section 8. Pay Rate When Filling in for Driving Work

If a mechanic is assigned to fill in for driving work during his regular scheduled hours of mechanics work, he/she is to be paid regular mechanics work rate.

Section 9. Saturday Work

In the event that there are not enough mechanics to run the shop, personnel will be forced to work from a reverse seniority list.

Section 10. Road Calls Guarantee

Road calls either before or after scheduled work will be guaranteed four (4) hours.

Section 11. Class IV (Utility) Duties

The duties of a Class IV will include fueling, checking oil, sweeping and washing buses.

Section 12. Mandatory Assignment by Reverse Seniority

In the event that there are insufficient shop employees during a particular shift, personnel will be forced to work in reverse seniority order.

Section 13. Transit Bus Washers Class V

1. (a) Duties of a Bus Washer shall include but not limited to sanitizing buses daily, maintaining exterior and interior appearances, salt and clear walkways, maintaining wash bays and updating notices.

(b) If required to perform duties of Class IV then the employee shall be Class IV wage rate for the time performing their duties. The hourly wage scale is in accordance with the wage scale contained in Class V of the Collective Bargaining Agreement (Exhibit "A" thereto). For purposes of this Transit Bus Washer category, "full time" employee shall mean any employee who regularly works a minimum of forty (40) hours per week. For all hours actually worked in excess of forty (40) hours per week, the employee will be paid at the overtime rate.
2. Transit Bus Washer Uniform Allowance. Full Time Bus Washers (FTBW) will be issued an annual uniform allowance of \$250 to be used for the purchase of uniform components from Goldman Brothers Inc., Wantagh, New York, or a comparable vendor as designated by the Company.

(a) Work boots \$90 two times per year

(b) Company shall provide Bus Washers with lockers to keep a change of clothing
3. Part Time Bus Washers (PTBW) will be issued an annual uniform allowance of \$125 to be used for the purchase of uniform components from Goldman Brothers Inc., Wantagh, New

York, or a comparable vendor as designated by the Company.

(a) Work boots \$90 once a year

4. Transit Bus Washer Vacation

Full time bus washers shall receive vacation based on shop benefit vacation pay schedule as per Section 6, Article XII. Weeks paid shall be If an employee regularly works forty (40) hours per week, vacation entitlement shall be forty (40). If an employee regularly works twenty (20) hours per week, vacation entitlement shall be 20 hours.

Transit Bus Washer Holidays

Employee shall be entitled to holiday pay if a holiday falls on the applicable employee's regularly scheduled workday and shall have the option to receive pay out of holiday or bank the day. Holiday pay shall be based on the employee's number of hours regularly worked. If the employee is not scheduled to work on any of the 10 federal holidays, then the employee shall be paid their regular hours normally worked.

Section 14. Sick Days

Sick Leave – An employee will be eligible for up to a max of 56 hours. Mechanics will be paid their guaranteed hours per day. They shall not be compounded to provide more than one (1) day's pay for a holiday or sick day.

Sick time shall be accumulated from January 1 through December 31.

If terminated or retired from employment, any used sick time not accrued shall be paid back to the company, taken from the individual's final check. Sick days not used will be paid for within two weeks of the December 30th pay period. Sick time to be used as needed, based on that day's hours of pick when calling in sick.

1. The Company will allow Employees to bank sick days and holidays up to a maximum of twenty-two (22) days. All days are to be banked at the rate in effect when the time was earned. Holidays may be taken in conjunction with other days off with the Supervisor's approval. Such approval shall not be unreasonably withheld.

2. All requests for time off using a Banked Holiday or Banked Sick day, shall be made at least two (2) weeks in advance in writing and the employee notified one (1) week prior to the day requested, in writing. The Company shall agree to give a maximum of three (3) people off on any day. Seniority shall prevail.

If an employee utilizes an authorized unpaid day, such utilization of an unpaid day off will not affect the sick day bonus and job performance evaluations.

ARTICLE XII
SHOP BENEFITS

Section 1. Uniforms

1. Full-time and part-time mechanics shall allow eleven (11) uniform changes per week, the cost of which is to be borne by the Company.
2. Company will supply heavy jackets for winter (6 months).
3. Company shall provide parkas to all personnel.
4. Company shall provide one (1) pair of rain boots per year to all bus fuelers.
5. Mechanics shall pay for the cost of uniforms which are abused (for example cutting off portions of the uniform).

Section 2. Tool Allowance & Boot Allowance

1. Lead-A, Lead, Class 1 and Class 11 – \$1300.00
2. Class 111 – \$1150.00
3. Part-Time – \$900.00

Mechanics may use up to 50% of this tool allowance for Company approved uniform items if they so choose, or, after five years of continuous employment, a Mechanic shall have the option of receiving \$500 of the applicable tool allowance paid at the end of December. Requirement of a Christmas Bonus is not applicable for uniform allowance payout. However, notwithstanding the foregoing, a minimum of 50% of the applicable tool allowance must be spent on tools.

The Company will reimburse the employee within ten (10) days of presentation of a receipt for a minimum purchase of \$25.00 or more.

4. New mechanics shall be given tool allowance after six (6) months' employment.

Section 3. Employees to Furnish Tools

1. Mechanics shall be required to furnish their own tools up to one-inch sizes except for special tools.

Section 4. Coffee Breaks

There will be two (2) ten-minute coffee breaks per day for shop employees.

Section 5. Vacation Pay Rate

Vacation pay for all full-time and part-time shop employees shall be paid to such Employees in such amount of money as he has earned at the normal guaranteed work week five (5) or six (6) days exclusive of any overtime providing he was working and not off on vacation.

Section 6. Basis for Vacation Pay

The basis for vacation pay shall be as follows:

1 full year of service	1 week
2 full years of service	2 weeks
6 full years of service	3 weeks
10 full years of service	4 weeks

Mechanics hired before December 31, 2002, and currently in the department will receive 5 weeks' vacation.

Part-time shop employees that work less than five (5) days a week, will receive one (1) weeks' vacation at average weekly salary. All five (5) day per week part-time shop employees shall receive vacation as per schedule. If an employee becomes unexpectedly ill or is in an accident during his/her vacation and is required under either circumstance to enter the hospital (for at least 24 hours), such employee may switch from vacation to sick time (proof of hospital stay is required). Rescheduling the vacation time will be coordinated and agreed upon between the employee and the supervisor without disrupting any existing picked vacation time. Transit mechanics shall have the ability to pick vacation within the first week of September, with management approval.

The Company will incorporate present categories with new categories without change of duties.

Section 7. Night Differential

Night differential for mechanics for a picked shift starting after 3:00 p.m. and before 3:00 a.m., 6% additional per hour for Employees hired on or before June 21, 1996, and 4% additional per hour after 3:00 P.M. for mechanics hired after June 21, 1996.

ARTICLE XIII

GENERAL RULES

TRANSIT / ADA DRIVERS AND SHOP PERSONNEL

Section 1. Vacation Allowance Upon Resignation with Notice

An employee who is not discharged for cause and who terminates his employment on two (2) weeks' notice to Employer shall receive vacation payout on a prorated basis based on their hired date.

Section 2. Holidays

1. New Year's Day, Martin Luther King's Birthday, President's Day, Christmas Day, Decoration Day, Columbus Day, Labor Day, Thanksgiving Day, Independence Day and Juneteenth. Transit Drivers shall have the option to request an exchange of one the following paid holidays (Martin Luther King's Day, Presidents Day, Columbus Day) for Veteran's Day, as long as the exchange is operationally feasible. In order to exchange the paid holiday, a Transit Driver must submit a written Day Off Request form two weeks prior to the date. Transit Drivers that are veterans will have priority for approval of the request, based upon their seniority.
2. Pay for holidays not worked shall be at the employee's earnings for the day as if he/she had worked a regular day, except as hereinafter set forth. When an employee works on a holiday, he shall be paid a regular normal day's base pay plus his or her regular base hourly rate for as many hours worked on such day. All ADA drivers doing 10-hour runs will be paid their run hours for all ten (10) paid holidays, be paid based upon assigned pick hours.
3. In order to be entitled to holiday pay, an employee must work his scheduled day of work both before and after the holiday and, if required to work on the holiday, must work the holiday.

4. If required to work on a holiday, the employee shall have his choice of a later day off with his/her supervisor's approval.

Section 3. Sick Leave

An employee will be eligible up to 56 hours of sick leave per year. The Company will reimburse the employee for wages lost on a picked assignment for Transit drivers. Shop employees will be paid his guaranteed hours per day. They shall not be compounded to provide more than one (1) day's pay for a holiday or sick day.

New York State Sick Leave Law: On behalf of itself and all of its members covered by this Agreement, the Union and management acknowledge any and all rights under the New York State Sick Leave Law Section 196-b. The parties agree that leave provided for under this Agreement can be used for the purposes allowed under the New York State Sick Leave Law and that the total benefits provided under this Agreement is comparable to or otherwise exceeds the requirements of the New York State Sick Leave Law.

Section 4. Accumulation of Sick Days

Sick days can be accumulated from January 1 of one year to December 31 of the said year. Sick days not used will be paid out in the two (2) weeks following the pay period of December 31 of said year. At the Employee's option, an Employee can bank sick days as per Sick Leave Law.

Section 5. Banking of Sick Days and Holidays

The company will allow Employees to bank sick days or holidays up to a maximum of twenty-two (22) . All days are to be banked at the rate in effect when the time was earned. Holidays may be taken in conjunction with other days off with the supervisor's approval. Such approval shall not be unreasonably withheld.

Section 6. Requests for Time Off to Use Banked Holidays

All requests for time off because of the use of a banked holiday shall be made at least (2) two weeks in advance in writing and the Company shall agree to give up to (3) three Drivers off on any day. Seniority will prevail.

Section 7. Effect on Sick Day Bonus When Using an Unpaid Day

If an employee utilizes an unpaid day, even if authorized, such utilization of an unpaid day off will still count as a day off for purposes of determining sick day bonus and job performance evaluations.

Section 8. Pay Though Direct Deposit

The Company agrees to allow those Transit Division / ADA employees who so elect to be paid through a system of direct deposit immediately, without a probationary period.

Section 9. Company Seniority Governs Pay Rate Upon Transfer

In the event that an employee transfers from one department to another department, Company seniority shall govern his/her rate of pay.

ARTICLE XIV
WAGE RATES AND INCREASES

Section 1.

All Employees in the bargaining unit on the following dates shall be entitled to the following wage increases:

Effective: January 2023	4.5%	(Note this raise will be effective 11/6/2022)
Effective: January 2024	4.00%	
Effective: January 2025	***%	
Effective: January 2026	***%	
Effective: January 2027	***%	

***The wage increases to be effective January 2025 and January 2026, and January 2027 shall be negotiated prior to the designated affective dates based on the following parameters:

- (a) The wage increases affective January 2025, 2026, and 2027 shall be at 0.50% above the CPI (New York), with a minimum increase of 3.00% and a maximum increase of 5.00% for each year.
- (b) Pay rates are calculated by applying the applicable percentage of increase to the base rate in effect in January 2022. Pay increases to take effect on the first Sunday of the applicable calendar year.

Rate charts reflecting the increases set forth in (a) above are annexed to this collective bargaining agreement as Exhibit A.

Top pay for line drivers cannot exceed TWU/MTA line rate for New York City.

(c) Van Drivers, Bus Drivers, or ADA Drivers with Class B licenses who are not regularly driving a large bus or a transit bus, may transfer to the large bus or transit department. When an opening becomes available the employee will be selected based on where the employee appears on the Company maintained Transfer List.

(c-1) Van Drivers with Class C licenses hired before July 1, 1991, shall receive the van rate in that category.

(c-2) Within the first thirty-six (36) months of employment, van drivers with a Class B license may elect a guaranteed benefit category.

(d) If during the term of the contract another school bus company in Suffolk County with at least fifty drivers performing work under the New York State Education Department pays a higher rate of pay for all of the incumbents in the appropriate category, the Company will match such rate of pay while it is in effect at such other school bus company during the term of this contract, provided that such other Company continues to have fifty drivers performing such work in Suffolk County .

(e) It is the intent of the parties that the Company be in the position to bid and acquire new work at competitive rates and therefore the Union and the Company will cooperate to permit the Company to pay rates for such work which will permit the Company to successfully bid new work. The Union's consent is necessary for the institution of this program and the details of this program must be agreed to by the Company and the Union.

(f) In the event that an employee transfers from one department to another department, Company seniority shall govern his/her rate of pay.

(g) Senior school bus drivers coming into the Transit bus department shall start at the bottom of the Transit driver's seniority list.

- (h) In case of a work reduction within the Transit department, previous senior school bus drivers shall maintain their departmental and company seniority.
- (i) Any full-time employee hired at the 36-month rate of pay will not be eligible for any benefits such as, but not limited to: weeks per year guarantee, life insurance, health insurance, and mid-year or Christmas bonus. They will be paid for days worked only. If at any time the driver would like to take advantage of the above-mentioned benefits, he/she will be dropped down in salary to his/her appropriate slot on the wage scale which is governed by length of service and current year. Any changeover must be made after June 30th and before school opening each September, unless another date is requested by the Company. In the event an employee decides to change over to full benefits he/she shall receive those benefits as if he/she had started his/her employment at the lowest rate of pay and his/her company seniority shall prevail. All full-time employees, as described in this subsection, regardless of their assignment or department, will automatically receive the adjusted pay scale after 36 months of continuous service and full benefits after June 30th and before school opening each September after the completion of 36 months of continuous service, for as long as they remain full time employees.
- (a) Any existing driver who is not now at the 36-month rate of pay and would like to be raised to the 36-month rate of pay may do so by forfeiting his/her guarantees and benefits. Any changeover must be made after June 30th and before school opening each September.
- (j) Clerical Office Duty Wage - An employee who is assigned to perform clerical/office duties on a part time basis incidental to their normal work assignment, shall be paid at the Driver Assistant rate for the time spent performing clerical/office duties, based upon company seniority.

(k) The Company shall have the right in its sole discretion, upon prior notice to the Union, to hire School Bus Drivers at a rate designated to be greater than the "Start Rate," i.e., at the 12 Month, 24 Month or 36 Month Rate, with specified benefits. In the event that the Company exercises the right to hire School Bus Drivers at such a greater rate, its exercise of that right shall not result in a disadvantage to existing school bus employees. This means that the pay rate and benefits of any existing school bus employees, at the time newly hired school bus employees are hired at a rate and benefits greater than the "Start Rate," will be adjusted so that they will be paid at a rate and benefits no less than the rate at which the newly hired school bus employees are designated to be paid. In the event that the Company exercises its right to hire School Bus Drivers at a rate greater than the "Start Rate," such employees shall be treated as newly hired "Start" employees for all other purposes, including moving up steps for wage and benefit increases. Such wage and benefit increases shall be based solely on the actual number of months of employment service, and not the wage and benefit rates at which such employees were hired.

EXHIBIT "A"

STS/SBC WAGE SCALE

		Min 3.0%/Max 5.0%				
		1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
		Year 1	Year 2	Year 3	Year 4	Year 5
		4.50%	4.00%	CPI +.5%	CPI +.5%	CPI +.5%
Van	Start	\$22.57	\$23.48			
	12 Month	\$23.75	\$24.70			
	24 Month	\$25.00	\$26.00			
	36 Month	\$26.33	\$27.39			
	48 Month	\$27.20	\$28.29			
	10yr	\$27.66	\$28.76			
	7/1/1991	\$28.08	\$29.20			
Bus	Start	\$26.70	\$27.77			
	12 Month	\$28.10	\$29.22			
	24 Month	\$29.59	\$30.78			
	36 Month	\$31.14	\$32.39			
	48 Month	\$32.78	\$34.09			
	10yr	\$33.23	\$34.55			
	7/1/1991	\$34.49	\$35.87			
Driver Assistant Call Center Agents	Start	\$17.07	\$17.75			
	12 Month	\$17.99	\$18.71			
	24 Month	\$18.92	\$19.68			
	36 Month	\$19.92	\$20.71			
	48 Month	\$20.97	\$21.81			
	10 yr	\$21.42	\$22.28			
	7/1/1991	\$22.06	\$22.95			
Line	Start	\$29.68	\$30.87			
	12 Month	\$31.23	\$32.48			
	24 Month	\$32.88	\$34.19			
	36 Month	\$34.60	\$35.99			
	48 Month	\$36.43	\$37.89			
	10 yr	\$36.89	\$38.36			
	7/1/1991	\$38.34	\$39.87			
ADA Class C License	Start	\$25.00	\$26.00			
	18 Month	\$26.33	\$27.39			
	36 Month	\$27.20	\$28.29			
	10 yr	\$27.66	\$28.76			
ADA Class B License	Start	\$27.20	\$28.29			
	36 Month	\$28.08	\$29.20			

Min 3.0%/Max 5.0%				
1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Year 1	Year 2	Year 3	Year 4	Year 5
4.50%	4.00%	CPI +.5%	CPI +.5%	CPI +.5%

Lead A	Start	\$40.64	\$42.26
	12 Month	\$41.48	\$43.14
	24 Month	\$42.32	\$44.01
	36 Month	\$44.55	\$46.33
	48 Month	\$46.89	\$48.77
	10 yr	\$47.35	\$49.24
	7/1/1991	\$49.36	\$51.34

Lead	Start	\$36.16	\$37.61
	12 Month	\$36.90	\$38.37
	24 Month	\$37.65	\$39.15
	36 Month	\$39.64	\$41.23
	48 Month	\$41.73	\$43.40
	10 yr	\$42.19	\$43.87
	7/1/1991	\$43.92	\$45.68

Class I	Start	\$34.95	\$36.35
	12 Month	\$35.66	\$37.09
	24 Month	\$36.38	\$37.83
	36 Month	\$38.30	\$39.83
	48 Month	\$40.32	\$41.94
	10 yr	\$40.76	\$42.39
	7/1/1991	\$42.44	\$44.13

Class II	Start	\$33.30	\$34.63
	12 Month	\$33.97	\$35.33
	24 Month	\$34.67	\$36.05
	36 Month	\$36.51	\$37.97
	48 Month	\$38.42	\$39.95
	10 yr	\$38.86	\$40.41
	7/1/1991	\$40.44	\$42.06

Class III	Start	\$31.12	\$32.37
	12 Month	\$31.74	\$33.01
	24 Month	\$32.40	\$33.70
	36 Month	\$34.10	\$35.47
	48 Month	\$35.89	\$37.33
	10 yr	\$36.35	\$37.80
	7/1/1991	\$37.78	\$39.29

Class IV	Start	\$26.55	\$27.61
	12 Month	\$27.08	\$28.16
	24 Month	\$27.63	\$28.74
	36 Month	\$29.10	\$30.26
	48 Month	\$30.62	\$31.85
	10 yr	\$31.08	\$32.32
	7/1/1991	\$32.24	\$33.53

Class V- Full Time	Start	\$21.01	\$21.85
	12 Month	\$22.12	\$23.00
	24 Month	\$23.28	\$24.21
	36 Month	\$24.51	\$25.49
	48 Month	\$25.80	\$26.83

Class V Part time	Start	\$23.54	\$24.48
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Note: Omnibus rates = \$1.00 over Driver Assistant pay scale

ARTICLE XV

MAINTAINING INDUSTRY STANDARDS

Section 1.

The Union agrees, that to the extent permissible by law, the Union shall use its best efforts to secure through collective bargaining the following requirement on any other company whose employees it may represent, that obtains a contract to perform transportation work that was previously performed at any other time by the Company. The Union shall use its best effort on collective bargaining to require that such other companies pay its employees, who may perform such work previously performed by the Company, at a rate and with benefits no less than those that are provided in the then most current collective bargaining agreement between the Company and the Union.

Section 2.

The Union agrees, that to the extent permissible by law, they shall never allow any other transportation company whose employees it represents, degrade the pay scale contained in this collective bargaining agreement between the company and the union.

EXHIBIT "B"

AUTHORIZATION FOR DEDUCTION OF DUES

I hereby authorize SUFFOLK BUS CORPORATION and SUFFOLK TRANSPORTATION SERVICE, INC. to deduct weekly from my wages the amounts certified to it from time to time by Local 252 of the Transport Workers Union of America, AFL-CIO, and to transmit the same to said Union in payment of my monthly membership dues in the Union or Agency Fee.

This authorization shall remain in effect unless and until written notice of revocation is given by me to SUFFOLK BUS CORPORATION and SUFFOLK TRANSPORTATION SERVICE, INC.

Signature

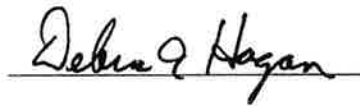
Date

ARTICLE XVI

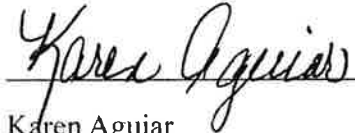
POLITICAL EDUCATION

The Company will deduct two dollars (\$2.00) quarterly to be paid to the Union's committee on Political Education from the pay of each employee who authorizes such deduction in writing (on forms approved by Suffolk Transportation Service, Inc.). The amount deducted shall be paid to the Union within seven (7) days in a check separate from the Union dues deducted pursuant to the deduction of dues agreement. The Company shall be entitled to receive such authorization at least ten (10) days prior to the first payroll upon which it is to become effective. New authorizations may not be submitted as a group more than monthly. The cost to process this deduction will be paid for by the Union.

Approved By Union:



Debra Hagan
Union President



Karen Aguiar
VP STS



John Olivera
VP SBC

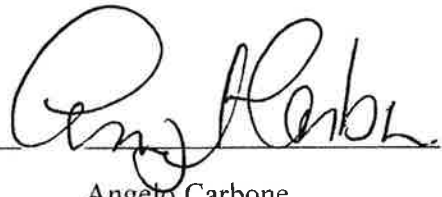
Approved By Company:



John Corrado
CEO & President



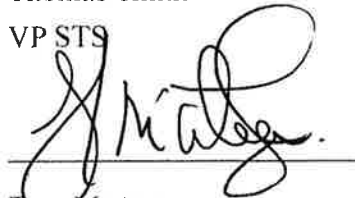
Thomas Smith
VP STS



Angelo Carbone
Director SBC



Teresa O'Halloran
Chief Admin Officer



Tom McAteer
Chief of Staff



Monica Miranda
HR Mgr

Category #1 – The A-Team

- Guarantee
 - 40 hours a week; 8 hours a day
 - 52 weeks (September thru August) / 40 weeks (September thru June)
 - Must work 5 days a week
 - 56 hours of sick time
 - Christmas Bonus as per the SBC schedule
 - Mid-Year Bonus
 - 19A / SED Bonus
 - Paid Time Off Days - These days include payment for holidays, plus additional days to be taken at the discretion of the company.
 - Thanksgiving, Christmas, and New Year's Day are paid holidays

<u>52 Weeks</u>	<u>40 Weeks</u>
40 weekers – 25 paid days	40 weekers – 19 paid days

- Life Insurance
- Medical Coverage
- 401K
- Bereavement
- Requested to report to work during snow days
- May not use time off days when school is open, unless approved by the company
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.
- All A-Teamers are considered 40 week guarantee employees

Category #2 – Cover – 2 Reports

A- Guarantee

- Large Bus Covers: 6.5 hours a day; 32.5 hours a week
- Van Covers: 5.75 hours a day; 28.75 hours a week
- Must work 5 days a week
- May work 52 weeks (September thru August) / 40 weeks (September thru June)
- Attendance Bonus to include 2nd & 3rd trimester bonus days
- Sick Hours are based on report hours, up to six (6) reports
- Christmas Bonus
- Mid-Year Bonus
- 19A / SED Bonus
- Paid Time Off Days at the 6.5/ 5.75 hours a day

<u>52 Weeks</u>	<u>40 Weeks</u>
40 weekers – 25 paid days	40 weekers – 19 paid days
39 weekers – 19 paid days	39 weekers – 15 paid days
38 weekers – 13 paid days	38 weekers – 10 paid days
37 weekers – 7 paid days	37 weekers – 5 paid days

- Life Insurance
- Medical Coverage
- 401K
- Bereavement
- Requested to report to work during snow days
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

B- Non-Guarantee

- Large Bus Covers: 6.5 hours a day; 32.5 hours a week
- Van Covers: 5.75 hours a day; 28.75 hours a week
- Must work 5 days a week
- May work 52 weeks (September thru August) / 40 weeks (September thru June)
- Attendance Bonus
- Sick Hours are based on report hours up to six (6) reports
- 19A / SED Bonus
- 401K
- No Paid Time Off Days
- Higher Rate of Pay – 36-month rate
- Requested to report to work during snow days
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

Category #3 – Cover – 1 Report

A- Guarantee

- Large Bus: 3.25 hours a day; 16.25 hours a week
- Van Covers: 2.875 hours a day; 14.375 hours a week
- May work 52 weeks (September thru August) / 40 weeks (September thru June)
- Must work 5 days a week
- 50% of Attendance Bonus
- 50% of Christmas Bonus
- 50% of a Mid-Year Bonus
- 19A / SED Bonus
- Paid Time Off Days at the 3.25 / 2.875 hours a day
- Sick Hours will be based on report hours up to three (3) reports

<u>52 Weeks</u>	<u>40 Weeks</u>
40 weekers – 25 paid days	40 weekers – 19 paid days
39 weekers – 19 paid days	39 weekers – 15 paid days
38 weekers – 13 paid days	38 weekers – 10 paid days
37 weekers – 7 paid days	37 weekers – 5 paid days

- 401K
- Bereavement
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

B- Non-Guarantee

- Large Bus: 3.25 hours a day; 16.25 hours a week
- Van Covers: 2.875 hours a day; 14.375 hours a week
- May work 52 weeks (September thru August) / 40 weeks (September thru June)
- Must work 5 days a week
- 50% of Attendance Bonus
- 19A / SED Bonus
- 401K
- No Paid Time Off Days
- Higher Rate of Pay – 36-month rate
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.
- Sick Hours will be based on report hours up to three (3) reports

Category #4 – The Per Diems

A- Non-Guarantee

- Follows minimum guarantees of those in category #2 and #3 for both large bus and van drivers
- Per Diem is defined as any cover driver who does not work 5 days a week
- 50% of Christmas bonus (must work a minimum of 30 days between September through December)
- 19A / SED Bonus
- 401K
- If assigned a charter, driver falls under charter guarantee structure
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

Category #5 – The Cover Driver Assistant

A- Guarantee

- Matrons hired after July 1, 2006, will receive 4.0 hours a day; 20.0 hours a week
- Matrons hired before July 1, 2006, will receive 4.75 hours a day; 23.75 hours a week
- May work 52 weeks (September thru August) / 40 weeks (September thru June)
- Must work 5 days a week
- Attendance Bonus to include the 2nd & 3rd trimester bonus days
- Sick Hours are based on report hours up to six (6) reports
- Christmas Bonus
- Mid-Year Bonus
- 19A Bonus
- Guarantee Days at their minimum hours per day

<u>52 Weeks</u>	<u>40 Weeks</u>
40 weekers – 25 paid days	40 weekers – 19 paid days
39 weekers – 19 paid days	39 weekers – 15 paid days
38 weekers – 13 paid days	38 weekers – 10 paid days
37 weekers – 7 paid days	37 weekers – 5 paid days

- Life Insurance
- Medical
- 401K
- Bereavement
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

Qualifications for all Cover Drivers / DA's

- Must pass a map test (drivers only).
- Properly outfitted in a uniform.
- Excellent attendance record as defined in the Suffolk Transportation Attendance Policy.
- Satisfactory safety record. The company reserves the right to disqualify a driver from continuing their service in the cover department for being involved in more than two at-fault accidents. These employees will be asked to pick a route.
- No cover can be disqualified from more than one school district. If more than one disqualification exists, the Driver / Driver's Assistant may be asked to pick a route.
- All covers must have a strong command of the English language.
- Must scan before and after every report.
- Must return all buses / vans to the yard after their am and pm runs.
- May be required to report to work at different time periods (must be flexible and ready for changes) depending on the work needed for the day.
- Cover Drivers are requested to help with snow clean up weekdays and weekends.
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

FIFTY-TWO (52) WEEK ADULT PROGRAM DEPARTMENT

Drivers may switch from non-guaranteed to a guaranteed department on their anniversary.

All pick issues will be dealt in department seniority order similar to all other departments.

First 12 months of service - Start

Guarantee – DRIVERS / DRIVER ASSISTANTS

- 7 paid days off – Holidays & additional guaranteed days change yearly and will follow program calendar
- Attendance Bonus
- 56 hours of sick time
- Christmas Bonus
- Mid-Year Bonus
- 19A / SED Bonus
- Life Insurance
- Medical Coverage
- 401K
- Bereavement
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

NON-Guarantee – DRIVER ONLY

- 36-month rate of pay
- Attendance Bonus
- 56 hours of sick time
- 19A / SED Bonus
- 401K Plan
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

12-24 months of service

Guarantee – DRIVERS / DRIVER ASSISTANTS

- 13 paid days off – Holidays & additional guaranteed days change yearly and will follow the program calendar

- Attendance Bonus
- 56 hours of sick time
- Christmas Bonus
- Mid-Year Bonus
- 19A / SED Bonus
- Life Insurance
- Medical Coverage
- 401K
- Bereavement
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

NON-Guarantee – DRIVER ONLY

- 36-month rate of pay
- Attendance Bonus
- 56 hours of sick time
- 19A / SED Bonus
- 401K Plan
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

24-36 months of service

DRIVERS / DRIVER ASSISTANTS

- 19 paid days off – Holidays & additional guaranteed days change yearly and will follow the program calendar
- Attendance Bonus
- 56 hours of sick time
- Christmas Bonus
- Mid-Year Bonus
- 19A / SED Bonus
- Life Insurance
- Medical Coverage

- 401K
- Bereavement
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

NON-Guarantee – DRIVER ONLY

- 36-month rate of pay
 - Attendance Bonus
 - 56 hours of sick time
 - 19A / SED Bonus
 - 401K Plan
 - All Cover Drivers will be held to all Rules and Regulations as that of any Driver.
-

37 months of service

Non-Guaranteed drivers automatically become Guaranteed and receive all benefits listed below

- 25 paid days off – Holidays & additional guaranteed days change yearly and will follow the program calendar
- Attendance Bonus
- 56 hours of sick time
- Christmas Bonus
- Mid-Year Bonus
- 19A / SED Bonus
- Life Insurance
- Medical Coverage
- 401K
- Bereavement
- All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

Qualifications for Transit Cover Drivers

1. Cover Drivers must maintain an acceptable attendance record, as outlined within the CBA Article VIII Section K.
2. Satisfactory safety record (The company reserves the right to disqualify an operator based upon their safety record, based on company policies). Suffolk Bus reserves the right to ask the Cover Driver to pick a run.
3. All Cover Drivers are required to scan in and out
4. Cover Drivers will be required to report to work at different time periods (flexibility is a requirement), all Cover Drivers must be available and ready for changes depending on the needs of the operation.
5. Cover Drivers must be available on Saturdays and Sundays, as well as AM and PM to cover the needs of the operation.
6. Cover Drivers are guaranteed 40 Hours of work per week
7. Cover Drivers are required to have knowledge of all Transit Routes, including any/all seasonal routes.
8. Cover Drivers are not guaranteed consecutive days off
9. Cover Drivers assigned to Cover Work, do not have departmental seniority.
10. The pay rate for Cover Drivers and Vacation Cover Drivers with Pick Protection shall not fluctuate according to the vehicle or equipment that they are operating while covering (i.e., Right Sized Vehicle/Equipment or larger Non-Right Sized Vehicle/Equipment).
11. A Cover Driver who becomes a permanent Driver in the Fixed Route Division after July 1, 2017, shall not be afforded "Pick Protection."
12. To be available to cover School Bus work if needed, Picked and Charter work.
13. All Cover Drivers will be held to all Rules and Regulations as that of any Driver.

SIDE LETTER OF AGREEMENT BY AND BETWEEN
SUFFOLK TRANSPORTATION SERVICE, INC./SUFFOLK BUS CORP.
AND LOCAL 252, TWU

Call Center Agents hired before 8/4/2022 have two options as it relates to wages and benefits as union members. For purposes of this MOU one option will be called the 'Red Circle Option' and the other option will be called 'DA Wage Scale'.

Option # 1 Red Circle:

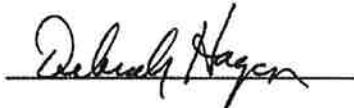
- 1. Vacation:** Existing vacation weeks shall not be degraded. Remain at their current level until they reach the next level of the SBC scale.
- 2. Christmas Bonus:** Shall keep the existing bonus scale paid out in Dec. 2021 (less the \$100 that was given based on no Christmas Brunch.)
- 3. Wages:** Maintain their existing hourly wage and follow the CBA increases.
- 4. 401K Plan:** Immediate enrollment in union 401K plan, no waiting period. Existing funds in mgt. 401K plan can remain in mgt plan.

Option # 2 DA Wage Scale:

- 1. Vacation:** # of weeks based on SBC schedule.
- 2. Christmas Bonus:** Agents will follow the Transit/Shop Division Christmas bonus schedule.
- 3. Wages:** You elect to move to the DA scale and follow the CBA increases.
- 4. 401K Plan:** Enroll in Union 401K plan after 1 year of Company service. If already enrolled in mgt. plan Immediate enrollment in union 401K plan, no waiting period. Existing funds in mgt. 401K plan can remain in mgt plan.

All agents will receive the following:

- 1. Holidays:** Follow SBC Schedule. Call Center agents will have the option to sign-up to work a holiday. Holiday schedule will be based on business needs. If not enough agents sign for a holiday, agents who are scheduled to work on the day of the holiday but have not signed up will be mandated to work in reverse seniority order.
- 2. Bank Days:** Accumulate up to 5 banked days.
- 3. Sick Time:** 28 hours for P/T and 56 hours for full time.
- 4. Health Insurance:** FT agents are eligible for existing single policies following STS rules with no waiting period.
- 5. Life Insurance:** No waiting period and follow the SBC scale.



Debra Hagen
TWU, Local 252 President

Date: 9/7/22



Teresa O'Halloran
Suffolk Transportation, CAO

Date: 9/7/22

SIDE LETTER OF AGREEMENT BY AND BETWEEN
SUFFOLK TRANSPORTATION SERVICE INC./SUFFOLK BUS CORP.
AND LOCAL 252, TWU
REGARDING PAID SICK TIME

This is to acknowledge that Suffolk Bus Corporation and Suffolk Transportation Service, Inc., and Local 252, TWU of America, AFL-CIO (collectively referred to as “the parties”) have met and discussed the impact, if any, of the New York Labor Law Section 196-b (“196-b”) on the parties’ collective bargaining agreement (“CBA”) currently in effect until the last day of school of June 2022. As a result of such meetings and discussions:

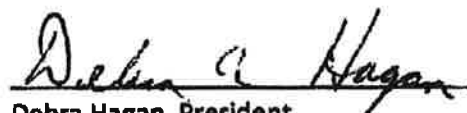
1. The parties agree that 196-b does not contemplate the renegotiation of any CBA terms until the CBA expires in June 2022.
2. In recognition of the hardships imposed by the Covid-19 Pandemic, STS agrees to a one-time voluntary concession, not to be deemed a modification of the CBA, as follows: STS will allow the two paid sick days for school bus drivers and drivers assistants under the CBA (Article VII, Section 8) to be available as of the first day of school in September 2021, without the need for the days to be accrued.
3. The parties commit themselves to specifically negotiate in good faith over any aspects of 196-b that require such negotiation and implementation under any new successor agreement to the CBA expiring in June 2022.

Dated: 4/19/21


Teresa O'Halloran, Chief Admin Officer

SUFFOLK TRANSPORTATION SERVICE, INC.

Dated: 4/19/21


Debra Hagan, President

LOCAL 252, TWU

SIDE LETTER
SUFFOLK TRANSPORTATION, INC. ET AL
TRANSPORT WORKERS UNION LOCAL 252
JANUARY 2, 2019

The parties hereto agree as follows:

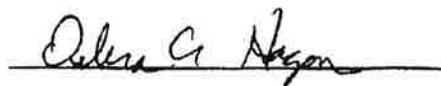
1. It is understood and agreed that times may arise in which Suffolk Transportation Service, Inc./ Suffolk Bus Corp. (the "Company") may assign a current Driver Assistant employee or a newly hired Driver Assistant employee an assignment in which the Driver Assistant may be required, in a medical emergency situation, to provide prior designated specific medical assistance to a designated student bus passenger with special needs.
2. Only a Driver Assistant who holds a current valid New York State license in a health care designation (such as Registered Nurse, Certified Nursing Assistant, etc.) that legally authorizes the licensed Driver Assistant to provide the prior designated specific medical assistance, shall be eligible for the increased compensation described in this agreement. Additionally, the Driver Assistant must have sufficient and adequate training in the designated specific medical assistance. Proof of such license and training shall be required.
3. This agreement applies to providing medical assistance to a student, based on a student's IEP, for example an EPI Pen being administrated or providing assistance, implanted medical magnet device, such as a pacemaker or a vagus nerve stimulator, for the emergency medical treatment of seizures.
4. It is understood and agreed that the assigned Driver Assistant will only be eligible for the increased compensation for the actual time that the specific special needs student passenger is on the bus under their care (a minimum of 4 hours - 2 hours am - 2 hours pm).
5. Such an assigned Driver Assistant meeting the requirements of this agreement shall be paid at the following rates of pay.
 - Forty (\$40) Dollars an Hour - Registered Nurse (RN) or Licensed Practical Nurse (LPN)
 - Twenty (\$20) Dollars an Hour - Certified Nursing Assistant (CNA) or Certified Medical Assistant (CMA)
 - One (\$1.00) over the current driver assistant hourly rate - CPR/First Aid Certified. Otherwise known as an on board assistant.
6. The assigned Driver Assistant shall be provided with information, such as the location of the implanted medical magnet device and the magnet device to administer the emergency treatment, in order to facilitate emergency medical assistance to the special needs student.

Dated: 1/3/19



SUFFOLK TRANSPORTATION SERVICE, INC.

By: Phil DiDomenico, COO



LOCAL 252, TWU

By: Debra Hagan, President, and TWU

SIDE LETTER OF AGREEMENT BY AND BETWEEN
SUFFOLK TRANSPORTATION SERVICE, INC./SUFFOLK BUS CORP.
AND LOCAL 252, TWU
REGARDING MEDICAL BENEFITS

The parties hereto agree as follows:

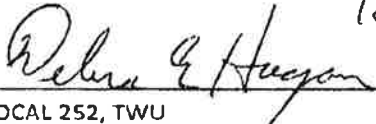
1. It is understood and agreed that during the term of the Collective Bargaining Agreement by and between Suffolk Transportation Service, Inc./Suffolk Bus Corp. ("STS") and Local 252, Transport Workers Union of America ("Local 252"), which is due to expire in June 2022 ("CBA"), Article V (Medical Benefits) has been correctly applied and administered regarding co-payment schedules and the allocation of the sharing of premium increases as between STS and its employees.
2. However, notwithstanding the foregoing paragraph "1", STS and Local 252 recognize that over the term of the CBA, the correct application of Article V has created an unintended and unexpected imbalance in allocation of health insurance premium increases with respect to the "0-2 Years of Coverage" category of employees, only, and STS and Local 252 are desirous of rectifying that imbalance, only, i.e., in the "0-2 Years of Coverage" category of employees, only.
3. In order to rectify the imbalance, STS agrees to the following modification to the calculation of employees' medical benefits premium cost in the above category (0-2 Years of Coverage) as outlined in schedule A attached for health insurance premium increases in effect as of the insurance policy renewal date in December 2021.
4. It is acknowledged and understood that this Agreement, and the terms contained herein, is not to be deemed precedent and shall only be applied to the renewal date premium calculation effective December 2021, and shall not be applied to any other health insurance premium calculation.

Dated: 12/1/21



SUFFOLK TRANSPORTATION SERVICE, INC.

By: TERESA D'HALLORAN

12/1/21


LOCAL 252, TWU

By: DEBRA A HAGAN

SUFFOLK TRANSPORTATION SERVICE, INC.
SIDE LETTER

Agreement between Local 252 of the Transport Workers Union of America, referred to as the “Union” and Suffolk Transportation Service, Inc., referred to as the “Company”.

Whereas the Company has been awarded the contract to perform work for the Commack School District which will create more bargaining unit positions at the Company.

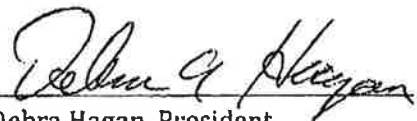
Now, therefore, it is mutually agreed as follows:

Employees hired to work for the Company that were active employees of a transportation company providing transportation for the Commack School District will be treated as follows:

- Employees will have pick protection for the purpose of picking in the Commack School District, only, for two years. Pick seniority will be based on the hire date at the prior transportation company for this two-year period.
- For the purpose of the pick they will be assigned a Company transfer seniority date based on the start of school program.
- Hourly wage will be paid according to the appropriate rate to match one of the steps in the CBA, up to a maximum of thirty-six (36) month hourly wage. Once they are on the payroll, STS seniority will advance them through the appropriate steps, e.g. if they start with credit for a 24-month step, they will not be advanced to the 36-month step until after 36 months of actual STS service. This applies as well to credit for days off (guaranteed days & weeks).
- However, they will be treated as “new employees” for all other benefits as outlined in the STS/SBC CBA, with the exception of the following:
 - a. They will be eligible to participate in the TWU/STS 401k plan after one (1) year of combined service, including actual service with prior transportation company.
 - b. They will be eligible for the mid-year bonus without meeting the minimum of one (1) year of actual full-time service, as long as the other requirements are met.
 - c. Health insurance and Life insurance upon hire.



Tommy Smith, Vice President of School Operations
Suffolk Transportation Service



Debra Hagan, President
TWU Local 252

SUFFOLK TRANSPORTATION SERVICE, INC.
SIDE LETTER

Agreement between Local 252 of the Transport Workers Union of America, referred to as the "Union" and Suffolk Transportation Service, Inc., referred to as the "Company".

Whereas the Company has been awarded the contract to perform work for the Three Village School District which will create more bargaining unit positions at the Company.

Now, therefore, it is mutually agreed as follows:

Employees hired to work for the Company that were active employees of a transportation company providing transportation for the Three Village School District will be treated as follows:

- Employees will have pick protection for the purpose of picking in the Three Village School District, only, for two years. Pick seniority will be based on the hire date at the prior transportation company for this two-year period.
- For the purpose of the pick they will be assigned a Company transfer seniority date based on the start of school program.
- Hourly wage will be paid according to the appropriate rate to match one of the steps in the CBA, up to a maximum of thirty-six (36) month hourly wage. Once they are on the payroll, STS seniority will advance them through the appropriate steps, e.g. if they start with credit for a 24-month step, they will not be advanced to the 36-month step until after 36 months of actual STS service. This applies as well to credit for days off (guaranteed days & weeks).
- However, they will be treated as "new employees" for all other benefits as outlined in the STS/SBC CBA, with the exception of the following:
 - a. They will be eligible to participate in the TWU/STS 401k plan after one (1) year of combined service, including actual service with prior transportation company.
 - b. They will be eligible for the mid-year bonus without meeting the minimum of one (1) year of actual full-time service, as long as the other requirements are met.
 - c. Health insurance and Life insurance upon hire.



Tommy Smith, Vice President of School Operations
Suffolk Transportation Service



Debra Hagan, President
TWU Local 252

SIDE LETTER OF AGREEMENT BY AND BETWEEN
SUFFOLK TRANSPORTATION SERVICE, INC./SUFFOLK BUS CORP. ("STS")
AND LOCAL 252, TWU ("Local 252")
REGARDING ONE TIME ACCELERATION OF CONTRACTUAL WAGE RATE INCREASES

WHEREAS, STS and Local 252 recognize that there are unusual and unprecedented conditions detrimentally impacting STS employees who are members of Local 252; and

WHEREAS, STS and Local 252 desire to alleviate such detrimental impact;

NOW, THEREFORE, the parties hereto agree as follows:

1. The wage increases to be effective January 2, 2022, as provided in Article XIV, Section 1 of the Collective Bargaining Agreement between STS and Local 252, shall be expedited so as to be effective on the first Sunday in September 2021 (September 5, 2021) and not in January 2022.
2. The modification contained in paragraph "1," above, shall in no way change, affect, or modify any other provision or benefit contained in the Collective Bargaining Agreement between STS and Local 252.
3. Nothing contained in this Agreement shall be deemed to be precedent in the future.

Dated: June 25, 2021
SUFFOLK TRANSPORTATION SERVICE, INC.
By: Teresa Mallon
Chief Admin Officer

June 25, 2021
LOCAL 252, TWU
By: William G. Hagan
President

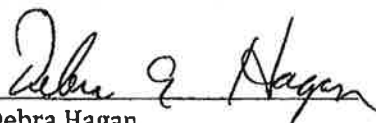
SIDE LETTER AGREEMENT

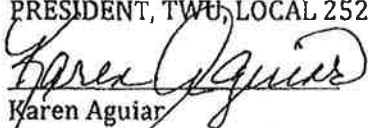
2/25/19

BETWEEN THE TRANSPORT WORKERS UNION (LOCAL 252)
AND SUFFOLK TRANSPORTATION SERVICE INC., SUFFOLK BUS CORP.

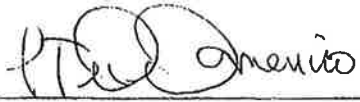
1. The Company is creating a 52-week department consisting of drivers and driver assistants that transport adult handicap clients 52 weeks per year. Employees hired prior to August 1, 2017 and currently performing such work that are on the school bus seniority list shall maintain their position on the school bus seniority list. They shall be carried over in that order to the new 52-week department seniority.
2. Drivers that are approved by the Company and hired prior to August 1, 2017 may choose to go back to school bus department and return to their original school bus seniority for route picks. Drivers that are approved by the Company and hired after August 1, 2017 that choose to transfer to school bus department would go to the bottom of the school bus seniority list for route pick purposes. All drivers moving to the school bus department must meet the qualifications for school bus drivers as outlined by the NYS Department of Education.
3. Drivers that are approved by the Company and hired prior to August 1, 2017 shall have the one-time option to go back to school bus department and maintain their school bus pick seniority. If they choose to return to the 52-week department, they will move to the end of the 52-week department seniority list.
4. For PTO (paid time off) purposes, guaranteed 52-week department employees may select in order of their company seniority hire date. All PTO will include payment for holidays plus pay for additional days to be taken. The CBA (Collective Bargaining Agreement) outlines the entitlement of additional days. Additional days are scheduled based on the discretion of the Company.
5. The Company retains the discretion to pay out guaranteed drivers and driver assistants in the 52-week department for PTO in lieu of paid time off.
6. The entitled days for guaranteed 52-week department employees will be based on January 1st instead of September 1st up to the point they reach 40 weeks of employment. Guaranteed employees will receive entitled days on September 1, 2019 and again on January 1, 2020.

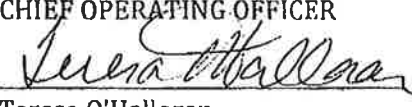
APPROVED FOR UNION:


Debra Hagan
PRESIDENT, TWU, LOCAL 252


Karen Aguiar
VICE PRESIDENT, TWU, LOCAL 252

APPROVED FOR COMPANY


Phil DiDomenico
CHIEF OPERATING OFFICER


Teresa O'Halloran
EXECUTIVE DIRECTOR

SIDE LETTER OF AGREEMENT BY AND BETWEEN
SUFFOLK TRANSPORTATION SERVICE, INC./SUFFOLK BUS CORP.
AND LOCAL 252, TWU
REGARDING PAYOUT OF UNUSED SICK DAYS DURING COVID-19 EMERGENCY

The parties hereto agree as follows:

1. The impact of the COVID 19 pandemic on business operations at Suffolk Transportation Service, Inc./Suffolk Bus Corp. (“STS”), and the effective failure of employees to be actively working from March 13, 2020 to the end of the school year 2020, has resulted in employees not accruing some sick days under Article VII Section 8 of the Collective Bargaining Agreement.
2. During the current COVID 19 pandemic emergency, Article VII Section 8(2) of the Collective Bargaining Agreement is modified for the second (June 2020) sick day “buy back,” only, as follows:
 - a. The second (June 2020) sick day “buy back” will not occur in June 2020, but will be paid within thirty (30) days of the commencement of school transportation for the 2020/2021 school year.
 - b. At the employee’s option, the applicable employee may choose to bank unused sick days from the 2019/2020 school year, for use in the 2020/2021 school year, in lieu of obtaining a “buy back.” Such banked unused sick days from the 2019/2020 school year will be “bought back” in February 2021 if unused prior to February 2021.
 - c. In order to exercise the option to bank unused sick days, as in (b) above, the applicable employee must notify STS within two (2) weeks of STS’s request for the election of the option to bank to be made by the employee, otherwise it will be deemed that the employee has rejected such option.
3. The modification to Article VII Section 8 contained herein is limited to the above identified timeframe under the emergency COVID 19 circumstances, only, and shall not otherwise serve as precedent.

Dated: 
SUFFOLK TRANSPORTATION SERVICE, INC.

By: 

 6/26/20
LOCAL 252, TWU

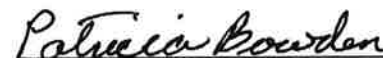
By: PRESIDENT

SIDE LETTER AGREEMENT of July 1, 2011:

BETWEEN THE TRANSPORT WORKERS UNION (LOCAL 252)
AND SUFFOLK TRANSPORTATION SERVICE INC., SUFFOLK BUS CORP.

1. Increase "vacation relief" from 2 weeks to 3 weeks during the months of July and August. This will be done as long as there is no substantial reduction in transit work (cut 3 drivers or more and provided there are sufficient qualified drivers to perform necessary work).
2. If a shop employee is called to do a school run, such shop employee will be picked on a voluntary basis first. In the event that there are no volunteers amongst the shop employees, shop employees will be assigned the school run in reverse seniority order.
3. Runs sheets will be available for review upon request of the shop steward on company property.
4. On an early dismissal there will be no extra pay on the first and last schools. Time normally allocated to do the AM, Mid-day, or PM normal schools' arrival and/or dismissals will be used to do any and all early dismissals or change of schedules due to a schedule change requested by the districts. If it is required that you work beyond your normal daily guaranteed hours, you will be paid for time worked for all time worked over daily guaranteed hours.
5. The Company will use its best efforts to assign outside vendor repair work on vehicles to union shops so long as the shops can and will do the work as well, as expeditiously and as economically as other vendors.

APPROVED FOR UNION:



PATRICIA BOWDEN
PRESIDENT, LOCAL 252



JUANITA SAMUELS
VICE PRESIDENT, LOCAL 252

APPROVED FOR COMPANY:



JOHN J. CORRADO
PRESIDENT



PHILIP T. DI DOMENICO
EXECUTIVE VICE PRESIDENT

