

# LOCAL 252

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LONG ISLAND, NEW YORK



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First Student, Inc. Center Moriches Terminal

First Student, Inc. Center Moriches Terminal

and

Transport Workers Union, Local 252, AFL-CIO

*COLLECTIVE BARGAINING*  
*AGREEMENT*



**TABLE OF CONTENTS**

Article 1: Recognition ..... 1

Article 2: No Discrimination ..... 2

Article 3: Union Security and Union Check-off ..... 2

Article 4: Management Functions ..... 3

Article 5: Seniority ..... 4

Article 6: Grievance Procedure ..... 5

Article 7: No Strikes - No Lockouts ..... 7

Article 8: Non-Modification of Agreement..... 8

Article 9: Union Representative ..... 8

Article 10: Union Visitation ..... 8

Article 11: Guarantees and Hours of Work..... 8

Article 12: Holiday Pay/Guaranteed Weeks..... 11

Article 13: Benefits..... 13

Article 14: Sick Days ..... 14

Article 15: Personal Leave of Absence..... 14

Article 16: Picking Runs Schedules..... 15

Article 17: Bereavement Pay ..... 21

Article 18: Jury Duty..... 21

Article 19: Dress Code..... 21

Article 20: Drivers’ Responsibilities ..... 22

Article 21: Medical Examinations ..... 23

Article 22: On The Job Injuries ..... 24

Article 23: Pay Claims..... 24

Article 24: Overnight Trips..... 24

Article 25: Discharge and Discipline ..... 25

Article 26: Personnel Issues..... 25

Article 27: Drug and Alcohol Testing ..... 26

Article 28: Wages..... 26

Article 29: Attendance Bonus ..... 27

Article 30: Longevity..... 27

Article 31: General Provisions ..... 27

Article 32: Decertification ..... 28

**TABLE OF CONTENTS (cont.)**

Article 33: Life Insurance ..... 28  
Article 34: Taking Bus Home..... 28  
Article 35: Union Release Time ..... 28  
Article 36: Savings Clause ..... 29  
Article 37: Complete Agreement..... 29  
Article 38: Duration of Agreement ..... 29

ATTACHMENT "A": COMPANY'S DRIVER HANDBOOK

ATTACHMENT "B": MEMORANDUM OF AGREEMENT DATED  
SEPTEMBER 4, 2018 and SIDE LETTER  
AGREEMENT DATED OCTOBER, 2012

ATTACHMENT "C": SIDE LETTER AGREEMENT DATED OCTOBER 2012

ATTACHMENT "D": WAGE INCREASE TABLE and ANNUAL WAGE RATE  
PROGRESSION TABLE

**COLLECTIVE BARGAINING AGREEMENT**

**THIS AGREEMENT** made this      day of September, 2022 (effective August 1, 2022) by and between First Student, Inc. (hereinafter referred to as the "Company" or the "Employer") and the Transport Workers Union, Local 252, AFL-CIO (hereinafter referred to as the "Union").

**WITNESSETH:**

**WHEREAS**, this Collective Bargaining Agreement (“CBA”) is entered into to further the mutual interests of the parties; to stabilize the employment relationship with reasonable hours, rates of pay, working conditions and other terms and conditions of employment; to actively promote cooperation between the parties and to regulate the relations between them; to actively promote efficient and safe transportation; to maintain superior and uninterrupted service to our customers;

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

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

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**Article 1:    Recognition**

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The Company recognizes, pursuant to a decision and certification of representative, issued on February 11, 1997 by the National Labor Relations Board in Case No. 29-RC-8735, the Union as the sole and exclusive representative of all full time and regular part time drivers, driver's assistants and school bus trainers operating out of the Employer's premises located at 180 Railroad Avenue, Center Moriches, New York and 44 Kreamer Street, Bellport, New York.

Including all fulltime drivers, regular part time drivers, school bus drivers, and driver's assistants but excluding all office, clerical, janitorial/cleaning, security maintenance employees, and all supervisors and management employees. Casual employees, which are defined as those employees who are not working a two (2) or more report (e.g., A.M., P.M. or mid-day) package, are included in the unit, but will not be on the seniority list of regular drivers. In no event shall the number of casuals exceed 10% of the bargaining unit. All work must be picked before becoming available to casual employees, and there shall be no “open” packages. i.e., casuals shall not have the right to bid a package and remain a casual. Work assignments shall be made to regular and casual employees on the same basis that such assignments were made during the contract year 1999-2000, i.e., generally, regular employees are used before casuals, however, for example, if the Company does not have enough regular drivers

with opens to cover all the runs in a given package, the Company will offer all runs in that package to casuals.

Non-bargaining unit trainers may be utilized by the Company, if their use does not result in a reduction in the number of bargaining unit trainers and use of the inhouse trainers is maximized to the extent practical.

*Note: In all places in the Agreement which identifies the bargaining unit, the CBA shall include Driver's Assistants.*

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**Article 2: No Discrimination**

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The Company and the Union agree that neither party will discriminate against any person because of their membership or non-membership in a union, age, color, religion, sex, national origins, disability or veteran status. The parties agree that the Company's policy prohibiting sexual harassment is incorporated into this Agreement. An employee who files a discrimination claim before an outside agency or court, waives the right to submit such discrimination claim to the grievance arbitration procedures.

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**Article 3: Union Security and Union Check-off**

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**Section 1.** All Drivers and Driver's Assistants of the Company covered by this Collective Bargaining Agreement, on the thirty-first (31st) calendar day following the beginning of their employment or thirty-one (31) calendar days following the date of the execution of this Collective Bargaining Agreement, whichever is later, shall become members of the Union in good standing, as a term and condition of employment. The Union agrees to admit all eligible Drivers and Driver's Assistants of the Company to membership, without discrimination upon payment of the customary Union dues and initiation fee.

**Section 2.** New hires\* shall not be entitled to additional work outside their permanent Package during their thirty (30) day probationary period, unless all bargaining unit members have been exhausted, except for home-to-school and school-to-home.

**Section 3.** The Company agrees to deduct Union monies from employee's earnings, when authorized to do so by signed written assignment, conformable with the requirements of law. All deductions shall be turned over to the treasurer of the Union promptly.

Union dues will be deducted weekly from the Drivers' and Driver's Assistants' earnings. The remittance shall be accompanied by a list

showing individual names and amounts deducted. The total remittances are to be made monthly.

The employer shall notify the local Union steward of all new employees covered by this Agreement upon completion of the trial probation period, giving to the Union the name(s), address, social security number, date of hire and position of employment.

The Union agrees that all such employees will be accepted into membership upon the same terms and conditions generally applicable to other members. The Union shall indemnify and save the Company harmless against any and all claims, suits, demands, judgments, attachments, and from any other form of liability that shall or may arise out of, or by reason of action taken or not taken by the Employer as a result of complying with any list, notice or assignment furnished under the above provision of this Collective Bargaining Agreement.

*\*New hires for the purposes of this CBA are those employees hired after the date of ratification of this Agreement unless otherwise noted.*

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**Article 4: Management Functions**

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**Section 1.** Except as expressly limited and set forth in writing in this Agreement, the management of the business and the direction of the employees, including but not limited to, the direction of its employees, the rights to hire, transfer, demote, promote, assign work, discipline, discharge, schedule overtime, schedule working hours, working days, and making and enforcing the work rules are vested exclusively in the Employer. The Employer, agrees to discuss and negotiate work rules with the Union prior to their implementation.

**Section 2.** The Company will make a reasonable effort to notify a Union representative of any investigative interview with an employee, held for the purpose of determining any potential disciplinary action. The employee shall ultimately be responsible for having a Union representative present.

**Section 3.** Provided the Company receives more than five (5) days actual notice of any change to the posted school calendars, regarding early dismissals, testing schedules and parent conferences, the Company will provide five (5) days notice to the employees. In the event the Company receives less than five (5) days actual notice, it will advise the employees as soon as reasonably possible.



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**Article 5: Seniority**

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**Section 1.** Probationary Employees: The Company may hire new employees in the open market with the understanding that said new employees may be employed for a trial period of sixty (60) worked days. This trial period may be extended at the option of the Company in individual cases for an additional thirty (30) worked days upon notice to the Union. New employees, during this sixty (60) worked day probation period (or a 30 worked day extension thereof) may be discharged at the will of the Company and such discharge shall not be deemed subject to the grievance procedure or arbitration.

**Section 2.** Seniority Date: All bargaining unit employees shall have terminal seniority rights as determined according to length of service with the Employer. The starting seniority date for hires is the first day of work after the completion of training, but in case of a tie, seniority shall be determined by reference to the tied individuals' last four digits of their Social Security number.

*Note: (Seniority for those employees currently on the Employer's payroll and seniority as currently practiced, using a "blended seniority" is acceptable).*

**Section 3.** Recalls, Layoffs: Employees on a layoff list shall be recalled by notice, by telephone, or by other means. If they cannot be reached, then they shall be recalled by notice in writing by certified mail or registered mail to their last known address, copy to the Union. Employees shall be required to report to work within five (5) worked days after the notice of recall has been sent in accordance with the above provisions. The Employer shall have the right to recall the next most senior employee on layoff to fill vacancies until employees recalled return to work. Employees who fail to report for work within the required time shall forfeit all seniority rights.

**Section 4.** Seniority Broken: An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:

1. a) Resignation/Voluntary Quit
- b) Any union member resigning his or her position to obtain a position of employment with the Company will have a thirty (30) calendar day period to return to his/her former position without loss of seniority, pay or benefits.

2. Discharge
3. If following layoff, he or she does not return to work within seven (7) work days or ten (10) calendar days, whichever is less, after the date of receipt of a certified letter, return receipt requested, of recall to his or her last address appearing in the records of the Company, or ten (10) days following return by the Postal Service to the Company of such properly addressed and postage prepaid letter. The Company shall provide the Union with a copy of each recall letter sent.
4. If a Driver overstays a leave of absence granted by the Company in writing without securing an extension of such leave in writing, unless extenuating circumstances warrant a review as determined by the Company.
5. Absence for three (3) consecutive working days, no call in, no show, unless circumstances warrant a review as determined by the Company. Absence due to layoff or disability exceeding twelve (12) months.

Time limits specified in this Section may be modified by mutual agreement between the Union and the Company.

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**Article 6: Grievance Procedure**

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**Section 1.** The Company retains the right to discharge or discipline any member of the bargaining unit for just cause. All discharges and other disciplinary actions shall constitute cases which come under the method of adjusting grievances herein and shall be subject to arbitration if not amicably settled. All Driver claims for unjustifiable discharge and all other disciplinary actions must be made in writing, within ten (10) work days after receipt of written notice from the Company of the pending discharge or disciplinary action by certified mail to the Union office, otherwise such claims shall be deemed waived by both the Driver and the Union. A Driver found to have been unjustifiably discharged may be reinstated to his or her former position with unbroken seniority and back pay if applicable.

**Section 2.** A grievance is a complaint, question or controversy in which it is claimed that the Company has failed to comply with an obligation assumed by it under the terms of this Collective Bargaining Agreement, or in which a question arises concerning the meaning, interpretation, scope or application of this Collective Bargaining Agreement.

**Section 3.** The Company and the Union will immediately investigate any Driver's grievance on claims or allegations of physical damage to person or property.

**Section 4.** Grievances shall be handled in the following manner:

- a) The aggrieved Driver shall present his or her grievance orally to his or her immediate supervisor within ten (10) work days after it arose. In presenting a grievance, a Driver may request a Union representative to accompany him or her. If the matter is not settled to the satisfaction of either the Company or the Union, the matter shall be presented in writing to the Area General Manager of the Company.
- b) The Area General Manager of the Company, or his designee, will meet with the business representative of the Union and discuss the grievance or else submit his or her response in writing within seven (7) working days.
- c) If the Union and/or Driver is dissatisfied with the response of the Area General Manager, within seven (7) working days the Union shall present the grievance to the Director of Labor Relations or his or her designee. The Director of Labor Relations will submit his/her response in writing to the Union within seven (7) working days.
- d) In the event they are unable to settle the matter, either party may refer the matter to arbitration by noticing their intention to arbitrate the matter in writing by mail to the other party within ten (10) working days following their grievance meeting.

**Section 5.** Only the Union and Employer may submit a dispute to arbitration. Individual employees shall have no right to submit a dispute to arbitration.

**Section 6.** The Union may raise any controversy, dispute, or grievance in the first instance directly with the Employer. Any controversy, dispute or grievance raised by the Union pursuant to this Article, will be submitted pursuant to Section 4(b) of this Article.

**Section 7.** Matters noticed for arbitration shall be assigned to the American Arbitration Association (Garden City/New York City Office).

A panel of five (5) arbitrators to be selected jointly by the parties will be used on a rotating basis.

The fees and expenses of the arbitrator shall be shared equally by the Company and the Union. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this Agreement. The decision of the arbitrator within the limits herein presented shall be final and binding upon the Company, the Union and the Driver(s) affected.

Only in cases presented to an arbitrator involving possession of illegal or prohibited substance, testing positive for alcohol or drugs, operating a vehicle with an improper driver's license, or drinking while on duty, the issues to be determined by the arbitrator, shall be strictly confined to the facts of the alleged unacceptable, improper or illegal action. If the facts alleged by the Company are found to be so by the arbitrator, the arbitrator shall not be authorized to disturb the disciplinary action imposed by the Company but shall sustain and affirm such disciplinary action in the written award. Such award shall include findings of fact and a written discussion of all of the issues involved.

**Section 8.** Contract grievances must be submitted orally within ten (10) work days after the grievance arose. The Company will meet with the Union within ten (10) days of submission of the grievance. The Company will issue its decision within ten (10) days of such meeting. If the matter is not resolved, it shall be submitted to arbitration before the American Arbitration Association (Garden City/New York City Office) within ten (10) days of such decision. A party under said deadlines may extend up to ten (10) work days such time periods unilaterally upon notice to the other side. If an extension of more than ten (10) days is needed, it shall be upon mutual written agreement of the parties.

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**Article 7: No Strikes - No Lockouts**

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While this Agreement is in effect, it shall be a violation of the contract to participate in any of the following events; there shall be no strikes, work stoppages of any kind, in relation to First Student. The Company agrees that there shall be no lockouts.

In the event any of the above listed acts occur against the Company, the Union hereby agrees to actively use all of its best efforts and resources to bring such action to an immediate end and such employees alleged to be involved in such actions shall be subject to discipline up to and including discharge.

Any such disciplinary action imposed by the Company shall be subject to the grievance and arbitration provisions of this contract.

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**Article 8: Non-Modification of Agreement**

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Neither the Union nor the Employer shall modify or waive any provision of this Agreement.

The Employer shall not enter into any contract or agreement, with any employee or groups of employees, specifically pertinent to bargaining unit driving work, without the written consent of the Union.

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**Article 9: Union Representative**

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The Employer shall recognize one (1) local Union steward representative and two (2) assistant shop stewards at its yard located at 180 Railroad Avenue, Center Moriches, New York, who shall be authorized as such in writing by the Union for the purposes of discussion with the Employer of matters which relate to the employees and their terms and conditions of employment.

Such Local Union Representative (Shop Steward) shall be elected by the employees of the bargaining unit. In addition, Vice President, Assistant Shop Stewards and Recording Secretary may be designated as the representative.

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**Article 10: Union Visitation**

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An official designated representative of the Union shall be permitted to visit the Employer's premises at 180 Railroad Avenue, Center Moriches, New York and 44 Kreamer Street, Bellport, New York during working hours provided that such representative shall report in at the office of the Employer prior to proceeding into the general work area and secure an authorization pass to proceed with the visitation. Said authorization will not be unreasonably withheld. The Union representative shall in no manner interfere with the work of any employee and will comply with all Company rules and regulations while on Company premises. The Union agrees that should the Union be involved in any strike or concerted work stoppage activities against the Company, authorization to visit the Company premises during such periods is withheld.

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**Article 11: Guarantees and Hours of Work**

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**DRIVERS**

**Section 1.** All Drivers will be paid their regular rate of pay for all home-to-school and school-to-home runs, including overtime where applicable.

**Section 2.** All Drivers shall be paid at the rate of time and one-half for hours worked in-excess of forty (40) in a work week.

**Section 3.** If Drivers have completed their assigned runs for the day and have left the premises and are subsequently recalled into work in the same day, the Driver shall receive a two (2) hour guarantee. Any driver with a PM package reporting for AM work shall receive a two (2) hour guarantee.

**Section 4.** When computing work on a run, the following time shall be included:

All actual time worked, including pre-check and post trip.

The agreed upon time allotted for a driver to be dispatched, pre-check and post trip the vehicle and exit the branch is fifteen (15) minutes.

- Travel time to and from school.
- Travel time between schools.
- Time ends when the school bus has been parked, secured, *and the key returned to office.*
- Securing of the yard (if locked gate).

**Section 5.** The parties agree that retraining time shall be performed with compensation.

**Section 6.** The Company will provide six (6) hour guarantees to be picked by order of seniority.

In the event that the Company, in good faith, determines that any additional work awarded after the execution of this Agreement does not support six (6) hour packages based on the structure of the additional work awarded, the company will provide immediate notice to the Union and disclose relevant documentary evidence in support of its position. The parties will discuss their respective positions and absent any agreement between the parties, the issue shall be submitted to expedited arbitration for determination.

The Company shall post estimated pre-calculated run times as calculated at the time of the pick. There will be no liability on the part of the Company for subsequent deviation from pre-calculations with respect to the guarantees. Fueling, cleaning, pre-trip, post trip when required by the Company, opens, and travel after last school are to be included in calculation of run time.

A subsequent reduction or increase of run time shall not affect the employees' six (6) hour guarantee. In the case of a subsequent increase, if such increase goes over the guarantee, the Company will pay for time worked over the guarantee.

The Company will follow the current practice regarding payment for extra work. Extra work is defined as any extra routes/runs outside of the picked package, and shall also include assistance provided during breakdowns and lot work. If the parties are not in agreement as to whether a specific assignment constitutes "extra work", they shall meet and confer in an effort to resolve their differences prior to the filing of a grievance. Time to file a grievance, if necessary, shall be stayed pending the attempted resolution of the dispute. When drivers/driver assistants do not have to transport students due to student absence, not a closing, the drivers/driver assistants must notify the office and be available to work during that time if needed.

Opens are to be calculated on all the packages at the time of the pick and listed on the packages with specific time slots. If an open begins or completes a Driver's A.M. portion and/or begins or completes a Driver's P.M. portion, it will be calculated unless it extends past a Driver's guarantee.

**Section 7.** The current practice regarding the mid-day guarantee (1 hour 15 minutes); school runs (45 minutes); late runs 4 P.M. or later (1 hour); Brookhaven BOCES (1 hour 15 minutes); Islip BOCES (1 hour 30 minutes); early dismissal (1 hour) or actual time worked, whichever is greater is incorporated into this Agreement. The guarantees in this Section shall not apply if the work is included in the Driver's package.

### DRIVER'S ASSISTANTS

**Section 8.** All Driver's Assistants will be paid their regular rate of pay for all home-to-school and school-to-home runs, including overtime.

**Section 9.** When computing work on a run, the following time shall be included:

- Travel time to and from school, including pick-up and drop off of a Driver's Assistant.
- Travel time between schools.
- Time ends when the Driver's Assistant has been dropped off.
- This Section is limited by Section 8 above.

- Section 10.** The Driver's Assistant has a daily guarantee of four (4) hours or actual time worked, whichever is greater. Any Driver's Assistant with ten (10) years of employment or greater will have a daily guarantee of five (5) hours or actual time worked, whichever is greater. Those employees entitled to a five (5) hour guarantee shall pick a package of 3 hours or greater.
- Section 11.** All Driver's Assistants will be paid a five (5) or four (4) hour guarantee depending on years of employment and shall pick in order of seniority. A reduction or increase of run time shall not affect the guarantee. In case of increase, the Company will pay for time worked over the guarantee.
- Section 12.** Extra work shall be guaranteed forty-five (45) minutes. Extra work is defined as any home-to-school or school-to-home work outside the Driver's Assistant's picked work. Late runs (4 P.M. or later) shall be guaranteed one (1) hour. Mid-days shall be guaranteed one (1) hour and fifteen (15) minutes. The guarantees in this Section shall not apply if the work is included in the Driver's Assistant's picked work.

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**Article 12: Holiday Pay/Guaranteed Weeks**

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**1. SUPPLEMENTAL WEEKS**

Employees shall be entitled to the following number of supplemental weeks based on length of service, as noted below. Employees entitled to one (1) week of supplemental pay shall receive it during the Christmas recess. Employees entitled to two (2) weeks of supplemental pay shall receive the second week during the Easter recess. Employees entitled to three (3) weeks of supplemental pay shall receive the third week during the Winter recess. To be eligible for supplemental pay, the employee must work his or her full package the day before and day after the recess in question. Only a documented medical emergency (other than a doctor's note) shall be an exception for the day before and day after requirement. If there is a dispute as to whether the provided medical documentation constitutes a medical emergency, the Company and Union shall meet and confer in an effort to resolve their differences prior to the filing of a grievance. Time to file a grievance, if necessary, shall be stayed pending the attempted resolution of the dispute. The supplement shall be in an amount that makes eligible employees whole, as measured against their package pay.

Employees with 10 years or more of service: 3 weeks

Employees with 3 years or more of service: 2 weeks

Employees with one year or more of service and less than 3 years of service: 1 week



## **2. GUARANTEED WEEKS**

The following reference to guarantees is not a strict guarantee of continuous employment to any and all Drivers/Driver's Assistants. Rather, it is representative of the normal work year that Drivers/Driver's Assistants shall work. In the event the Company loses contract work, the Company shall not be liable for any compensation and/or benefits to any employee subsequent to losing said contract work. Effective, as noted below, Drivers/Driver's Assistants, who as of the start of a given school year have completed the months of service noted below, shall be guaranteed thirty-nine (39) weeks of employment. The Union representative and the Company shall meet to discuss the guaranteed weeks schedule before the beginning of each school year.

Those employees with 0 to twelve (12) months of service will receive thirty-eight (38) guaranteed weeks. Based on their start date, they shall be guaranteed weeks for the weeks remaining in the thirty-eight week period for that school year.

Those employees with, twelve (12) plus months of service will receive thirty-nine (39) guaranteed weeks. Based on their start date, they shall be guaranteed weeks for the weeks remaining in the thirty-nine (39) week period for that school year.

To be eligible to be paid for any scheduled school closings, the employee must work the full day before and the full day after any scheduled school closing. Only a documented medical emergency (other than a doctor's note) shall be an exception for the day before and day after requirement. If there is a dispute as to whether the provided medical documentation constitutes a medical emergency, the Company and Union shall meet and confer in an effort to resolve their differences prior to the filing of a grievance. Time to file a grievance, if necessary, shall be stayed pending the attempted resolution of the dispute. Emergency school closings, and other unscheduled school closings, are excepted from this provision. Days off for unused snow days that are pre-scheduled and published in the school calendar (or that are set forth in a letter from the school district(s) to the Company not later than April 15th of that school year) will be treated as scheduled school closings and days off for unused snow days that are not pre-scheduled and published in the school calendar (or in an April 15th notice as discussed above) will be treated as unscheduled school closing for purposes of the section. All current federal holidays will be paid the employees package pay or guarantee whichever is greater other than federal holidays which fall within the employees' supplemental weeks. If an employee is required to work on scheduled school closings, the employee will be paid the daily guarantee in addition to the guaranteed week.

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**Article 13: Benefits**

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**1. MEDICAL INSURANCE**

- (A) Company's Monthly Contribution to Medical Premiums for plans offered by the Company or the Union:
- Single: 80% Company; 20% Employee
  - EMP +1: \$940/month
  - Family: \$1160/month

The Company shall make the same monthly contribution as Year 1, plus subsequent yearly premium increases shall be divided 70% Company; 30% Employee.

- (B) Medical insurance coverage shall commence on the first day of the calendar month which coincides with or follows the employee's sixtieth (60<sup>th</sup>) day of employment within the bargaining unit, provided that the employee has properly completed and submitted all enrollment forms and requests for information not later than the fifteenth (15<sup>th</sup>) day of the month preceding the anticipated start date of the coverage. If the employee completes and submits the enrollment forms and other required materials later than the fifteenth (15<sup>th</sup>) of the month prior to the calendar month that coverage is to begin and the insurance provider agrees to accept the employee's enrollment, coverage will date from and the employee cost for such coverage will still begin with the date it would have begun had enrollment been timely. Different providers have different rules regarding how long after the date a new hire is to enroll that the enrollment will nevertheless be accepted. Employees not enrolled as new hires must wait to enroll at the next annual open enrollment period, unless they meet the standards of any applicable law allowing an earlier enrollment. The employees shall pay their portion, of the annual cost for medical insurance by the end of the school year over the course of 36 weeks. The Company shall continue to make their monthly contributions for all participating employees out on medical leave as may be required by federal/state law.

**2. RETIREMENT PLAN**

- (A) Effective in the first year of the Agreement, the Company agrees to contribute to the Retirement Plan ("the Plan") per member per month for the ten (10) months of the school year, for those employees with one (1) or more years of service the sums listed in the table below:

September 1, 2022	\$80
September 1, 2023	\$85
September 1, 2024	\$90
September 1, 2025	\$95
September 1, 2026	\$100

(B) The contribution will be made monthly. Employees shall not be entitled to a contribution for any months during which they are on non-work related leave. Twice a year, employees shall have a chance to set the amount that they are contributing to the Plan. The Plan shall have a vesting period of five (5) years.

### **3. DENTAL PLAN**

The Company will make available to the bargaining unit a dental plan it currently has available to other employees. It is understood that the premiums are to be paid by the employees with no contribution by the Company. The Company shall be free to change the plan provider without prior negotiations with the Union if, in its reasonable business judgment, it constitutes a comparable plan.

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#### **Article 14: Sick Days**

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All employees are eligible for six (6) sick days per year as needed. Where an employee is sick for three or more days, the Company may require that the employee submit a doctor's note. Any unused sick days will be paid to the employees at their current rate of pay on the last paycheck of the year. To receive pay for unused sick leave, employees must be employed on the last day of the school year.

The parties acknowledge that the comparable benefits/paid days off for employees provided pursuant to this CBA comply with New York State Labor Law 196-b.

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#### **Article 15: Personal Leave of Absence**

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All employees with one (1) or more years of service shall be entitled to one (1) unpaid excused absence. Employee must submit his/her request in writing three (3) working days in advance. Such absences will not affect the attendance bonus for that month. Subject to operational requirements, requests will not be denied.

For matters of utmost urgency, the Company will consider leaves for employees. Each employee request for leave of absence ("LOA") must be made in writing and submitted to the Employer supervisory representative in charge of the facilities two (2) weeks in advance of the time the leave is requested to be taken and not more than two (2) months in advance of the time leave is requested to be taken (emergency requests such as leave to take care of family members who are ill and unable to care for

themselves or be cared for by others, will be given priority status and may not be subject to the normal time limits stated herein). Each request for LOA will be dealt with according to the nature and urgency of the request and the current manning requirements and absentee factor within the Company at the time the LOA is requested to be taken. No leaves will be granted to Drivers in order to seek employment elsewhere. If an employee takes unauthorized personal time off or leave of absence, the Company will consider this action to be an abandonment of the job and the employee will be subject to disciplinary action up to and including termination.

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**Article 16: Picking Runs Schedules**

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Schedules shall be arranged with picks containing run packages estimated pre-calculated hours pursuant Article 11, §§4, 6 and 9 and shall be posted. Runs for Drivers and Driver's Assistants shall be posted on some type of vertical display, in numerical order and sectioned by guarantees, two days before the pick. Copies of the packages to be picked shall be furnished to the Union as soon as available from the school district and at least five (5) days prior to the posting date for review and input by the union. All employees will be notified in writing by the Company to the employee's last known address on file with the Company of the upcoming pick. The scheduling shall contain runs which are to be picked and the Driver and driver assistants shall pick their runs on each schedule and in order of their seniority.

All vacancies and runs shall be posted and handled the same way as regular picks, with the same seniority rules applying.

Pick dates are as follows:

1. The first pick shall be in late August - prior to school opening.\*
2. The Union shall be furnished with a list of late runs of schools; late runs will be assigned prior to picks.\*
3. The Union shall be notified regarding changes in runs, additions, and deletions which could constitute a new pick.\*
4. Any additions to picked runs must be added by availability and seniority. Drivers will complete the run when assigned, and the Union shall be notified within forty-eight (48) hours of any changes in runs.\*\* If a question arises regarding the assignment of a regular or late run, the Union representative or alternative Union representative will meet with Management to, resolve any questions.

**\*\*** *Drivers and driver assistants on disability leave or on Workers Compensation who are medically cleared to return to work, shall pick either an open run (a run which has not been bid on) or bump the least senior person in their driving classification. The displaced employee shall have the choice of filling any open run or bumping the least senior person in the other classification. Only qualified Drivers (Drivers having a valid Commercial Driver's License; valid automobile insurance; valid medical certification and who are certified by the relevant School District) and driver assistants that are available to work the first day of the school year shall be allowed to participate in the first pick.*

Where an employee is unavailable for the first day of work but, is available to work the school year, the employee shall be allowed to participate in the pick and the employee's picked run will be held down for six (6) weeks; provided, however, the employee is unavailable due to legitimate family leave issues.

5. If available, the Employer shall provide a school calendar with all packages at the time of the pick.
6. When the Employer shall receive the runs from the school district sufficiently in advance of the beginning of the school year, the Employer shall notify the Union so that the picks may be made in time for the Drivers to make their dry runs.
7. All vacancies shall be posted on the bulletin board. Employees who bid for a vacancy will be assigned in order of seniority. If an employee is assigned to a vacancy, the vacancy created by that change will be filled by order of seniority from the number one senior person down. However, the chain reaction for filling a vacancy shall be limited to three (3) changes per category, but in no case will any bumps occur after April 1<sup>st</sup>. Provided that the Company shall still post vacancies for bid after April 1<sup>st</sup>, but shall not allow any additional bumps to occur from the vacancy created by the bid. Any vacancy created beyond three (3) changes shall be filled by the Employer. In the event that a Big Bus run cannot be posted due to the bump process it will be offered to Van Rate of Pay drivers, holding the proper license, that were not able to pick a Big Bus run with less seniority than the previous driver. The subsequent Van run will not go through the bump process.
8. All Summer school work shall be posted in the month of June\* on a mutually agreed upon date. The employee shall pick the work and the runs according to their bargaining unit seniority. Drivers and Driver's Assistants shall not be required to do any yard work in order to fill out their day. It is the Employer's intention to provide an air conditioned bus to each driver during the summer months. If the company is unable to supply an air conditioned bus for operational reasons, the Company will discuss with the Union and attempt to

resolve the situation in an expeditious manner with the intent to provide air conditioned buses to all employees during the summer and out of the garage the employee normally works out of during the school term. Summer home-to-school and school-to-home work shall receive a daily guarantee of six (6) hours. In the event that the Company, in good faith, determines that any additional work awarded after the execution of this Agreement does not support six (6) hour packages based on the structure of the additional work awarded, the Company will provide immediate notice to the Union and disclose relevant documentary evidence in support of its position. The parties will discuss their respective positions and absent any agreement between the parties, the issue shall be submitted to expedited arbitration for determination.

9. Route Elimination - In the event a route is eliminated by the School District or by the Employer, the displaced employee shall take the last available pick. However, if a vacancy occurs, such displaced employee may pick in accordance with paragraph 7.
10. Charter Work - the Company shall provide the Charter list to the Union three (3) days in advance of the Charters, provided the Company has received the Charter list at least four (4) days ahead. A day Charter list shall be posted. Day trips will be offered to employees on the charter list in rotating, seniority order. Any Charter work not posted within forty-eight (48) hours advanced notice and offered to a Driver in seniority order will not result in a refusal charged to the Driver.
11. Employees may do "Charter work" provided it does not interfere with the regularly scheduled run. Employees will be deemed available for Charter Work provided it does not interfere with their arrival time to their schools and departure time for the Charter.
12. Employees doing Charter work that requires them to be on a continuous extended run of not less than nine (9) hours shall receive a meal allowance of ten (\$10.00) dollars. A meal allowance of ten (\$10.00) dollars is to be paid when an employee drives a six (6) hour, continuous charter directly after finishing his/her am or pm package. Advances to cover authorized tolls or other authorized expenses shall be paid by the Company.
13. In order to be eligible for day Charter work, the work must not conflict with the employee's AM/PM school. In the event there are no employees eligible for a particular day trip or in the event no eligible employee accepts the offer of a trip, then the Employer has the right to assign that trip to the employee on the availability list in inverse order of seniority.
14. Charter Cancellations - The Company shall pay two (2) hour show up pay to any employee, including casuals, who reports to a school for a weekday Charter

that is cancelled. In the event of a weekend Charter or non-school day Charter, an employee, including casuals, who shows up a maximum of one half (1/2) hour prior to sign on time at the yard shall receive two (2) hours show up pay in the event of a charter cancellation. Any employee whose Charter is cancelled will receive the two (2) hour show up pay and be put back on the list for the next available Charter. This provision shall apply to Drivers and Driver's Assistants, including casuals. Any casual must be notified ½ hour of cancelation prior to report time or be paid a guarantee of two hours.

15. The following rules shall apply to Trip and Charter Lists:
  - a) The trip and charter list for field trips, athletic events, school trips, weekend charters shall be posted weekly until 2:00pm on Thursday at each yard. After 2:00pm on Thursday, the dispatcher shall assign extra work in accordance with seniority and availability. Any employee who voluntarily chooses to drive to a yard that is not the employee's normal yard of report to sign up for a Trip or Charter List shall not be entitled to extra time worked, provided both yards are open.
  - b) The trip and charter list shall rotate in seniority order, starting with the senior driver and rotating down to the least senior driver. As newly hired drivers reach their thirtieth (30th) day of service and wish to be added to the trip and charter list, they shall be added to the bottom of the trip and charter list prior to any rotations in that week.
  - c) A driver needs to sign the trip and charter list every week. If they do not sign they will be placed at the bottom of the list with a number "1" for the first week. If they do sign the following week the number is removed and they follow the rotation. If they do not sign the following week, they are placed to the bottom and are marked with the number "2" for the second week. If they sign in the third week the numbers are removed and they follow the rotation. If they do not sign in the third week, they will be removed from the list for thirty (30) working days. They will be returned after the thirty (30) days.
  - d) If a trip or charter is cancelled, the driver will be placed at the top of the list for the next week. If multiple trips or charters are cancelled, the drivers will be placed at the top of the next week's list in order of their previously cancelled trips or charters.
  - e) If a trip or charter is cancelled at the school, the driver will be placed at the top of the list and will be paid for two (2) hours.

- f) If a trip or charter is cancelled on a given day and on the following day the school adds the same cancelled trip or charter for the following week, the driver who previously picked that trip or charter will be offered the trip or charter. If that driver is unavailable to work the rescheduled trip or charter, then that driver will be placed at the top of the next week's list and the trip or charter will be posted on the trip or charter list.
- g) If a new trip, charter or cancelled trip or cancelled charter comes in before noon on Wednesday, it will be added to the bottom of the current list.
- h) All early dismissal notices will be posted in the same location where the extra work list is posted as well as on the board. Early dismissal notices will be posted as soon as possible. It is the driver's responsibility to check the early dismissal notices.
- i) If there is no school, for example, during Christmas vacation, winter break, spring break, etc., the trip or charter list for the week following the vacation or break shall be posted the week prior to the vacation or the break. In the event the Company does not have sufficient notice of what trips or charters will be placed on the trip or charter list to comply with this provision, then the Company will post the trip or charter list immediately after it receives such notice.
- j) Employees are required to provide the Company with twenty-four (24) hours notice in the event they are unable to fulfill their trip or charter obligations on any given day. Failure to provide notice will result in removal from the trip or charter list for thirty (30) days.
- k) Dispatch must make up Availability Lists for Driver's and Drivers Assistants for Extra Work by school time slots in seniority order by the fourth week of the new school year. All drivers and driver assistants wanting to be on the

Extra Work Lists must complete an availability form by school time slots by the end of the second week of school. Any driver or driver assistant wanting to be added to the Extra Work Lists at a later date will be placed on the bottom of each time slot list as is the current practice.

- l) Drivers or driver assistants who sign up for extra work and then refuse the extra work three times in a three month period shall be removed for the following three months. Provided however that any driver or driver assistant who successfully bids on other extra work or charter work and



is therefore unable to do the work second awarded shall not be penalized and shall be offered the next turn on the rotation list.

16. All pick-ups and drop-offs shall have a combined minimum of a two (2) hour guarantee for day time trips performed in between a Driver's report. All pick-ups and drop-offs out of district shall have a combined minimum of four (4) hour guarantee for all day trips performed in between and after a Driver's report.
17. The Company will establish the report in time for each package. The Company will have the driver's room open for use fifteen minutes prior to the first sign on time for weekday reports.

After the first week, an employee who believes his/her report in time to the first pick-up is not sufficient, shall bring the matter to the attention of his/her supervisor and together resolve this issue. If the matter is not resolved to the satisfaction of the Employer, the supervisor or employee, a meeting shall be held with the employee, the supervisor and a Union representative to resolve the issue.

Advances to cover authorized tolls or other authorized expenses shall be paid by the Company. The Company shall pay for tolls and parking in approved parking areas designated by the Company on Charters. The Company shall also pay one half (1/2) of any parking ticket received by an employee on a Charter

*\* To the extent the Employer receives adequate notice, such will be posted.*

The following rules shall apply to "hold downs":

1. A "hold down" is defined as either an open run as of the first day of school or arising when a driver is absent for any reason from his or her run for more than three (3) days.
2. Hold downs are assigned according to scheduled package availability and are not excluded because of unscheduled early dismissals.
3. Hold downs are to be listed on a chart with start and stop dates to be held by the dispatcher.
4. If you are absent from a hold down for three consecutive days or five cumulative days, you will lose the hold down; however, in no event shall absences due to jury duty, bereavement leave, union release, or a workers'

compensation hearing be considered “absences” for the purposes of removing a driver from their hold down.

18. Spare Drivers will not be permitted child ride-alongs without prior authorization.

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**Article 17: Bereavement Pay**

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Bargaining unit employees who have completed their probationary period shall be entitled to receive up to four (4) days of paid leave to attend the funeral of either their current spouse or child. Bargaining unit employees who have completed their probationary period shall be entitled to receive up to three (3) days of paid leave to attend the funeral of other members of their immediate family. Other members of immediate family shall be defined as father, mother, brother, sister, stepparent, grandparent, grandchild, current mother-in-law and father-in-law.

Bereavement leave as specified above cannot be denied. The Company can require proof of death. Payment will be made for up to four (4) or three (3) working days lost during the four (4) or three (3) calendar days immediately following the death. Employees will be reimbursed for up to one (1) working days for the death of an aunt, uncle, niece or nephew.

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**Article 18: Jury Duty**

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A bargaining employee who is called for Jury Duty shall make a good faith effort to defer said attendance to the summer month where attendance will not cause the Driver to miss work.

Should the employee be denied deferrals until summer and be required by order of the Court to attend jury duty during the normal work year, and the employee has been scheduled to work during the time period in question, the employee shall receive the difference in pay between the daily jury duty fee allowed by the Court and up to five (5) days regular guaranteed time pay provided such employee promptly presents to the dispatcher’s office a notice to report, a copy of his or her employee’s request for rescheduling and the Court’s denial thereof.

A copy of the check received by the employee for jury duty must be submitted to the Employer in order to receive jury duty pay.

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**Article 19: Dress Code**

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For safety purposes and proper dress appearance, all employees are required to adhere to the following rules and regulations for proper dress at work:

1. All employees must be clean and neatly groomed.
2. The following attire is prohibited:
  - Any “short” shorts. (“Bermuda” shorts are allowed.)
  - Spandex tops or bottoms, worn as “Outerwear”.
  - Worn out, low-cut, see-through and/or unbuttoned articles.
  - Shirts and/or clothing with inappropriate lettering or pictures.
  - Tank tops, halter tops, mini-skirts, bare midriff blouses/shirts.
  - Hats with inappropriate lettering or pictures.
  - Tops or bottoms with holes.
  - Bathing suits
  - Any new type of clothing, style, design and/or materials that may be deemed inappropriate will be reviewed for acceptability by the Company and the Union.
3. Footwear such as thongs, clogs, sandals, etc., which are not strapped to your feet are prohibited. Shoes must be low-heeled or have flat heels and have closed toes or capped toes for safety.
4. Shorts and summer attire will be allowed as long as they are not in conflict with any school/agency policy and are not prohibited as outlined above.

The Company reserves the right not to permit an employee to begin or continue to work if not properly attired. An employee sent home for violation of dress code will not be paid for time not worked.

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**Article 20: Drivers’ Responsibilities**

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Drivers shall be responsible to keep the interior of their vehicle clean and neat, sweep the floors, close windows and check the lights and brakes. Drivers are not responsible for cleaning bodily fluids from the vehicle except as necessary to contain the bodily fluids. Vehicles shall be moved and in the yard as directed by the Employer. If required to do so, Drivers shall remove ignition key, the first aid kit, and the fire extinguisher and deposit same in the office of the terminal at the place designated by the Employer. The Driver shall be responsible for performance pursuant to the rules and regulations of the Employer as negotiated and approved by the Company and Union.

The job descriptions for, Drivers and Driver’s Assistants (referred to as School Bus Monitors/Aides in the attached), as contained in the Company’s Driver Handbook, are attached hereto and made a part of this Agreement as Attachment “A”. The

terminal manager will consult with a Union representative to finally resolve any disputes that may arise regarding the job descriptions.

Employees will place placards or operate child checkmate system and close hatches and secure seats and conduct Zonar inspection pursuant to Company policy. Employees must report malfunctioning child checkmate systems. The operating condition of a child checkmate system shall not be a defense to leaving a child on a bus.

Drivers shall submit to fingerprinting. The initial expense for said fingerprinting shall be borne by the Company.

All employees shall attend any driver education courses mandated by the State or pursuant to Federal law or regulation when and if it becomes effective and applicable to the employer's operation, whenever instructed to do so by the Employer. The employee will be paid his or her regular rate of pay for attending all mandated State or Federal when effective and applicable and Company classes excluding the thirty (30) hour course. The provisions of this paragraph apply to Driver's Assistants, as may be applicable.

The Employer will provide monthly safety instruction classes without charge. The Company will pay a Driver the regular rate for time in attendance at the Company's monthly safety meetings.

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**Article 21: Medical Examinations**

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All examinations, when required by the Employer, whether they be Federal, State, or any other examination when performed pursuant to the Employer's direction, shall be paid for by the Employer.

Each bargaining unit employee shall undergo a physical examination by an Employer-approved doctor. The Employer may require an employee to submit to a physical examination where there is a question of an employee's fitness to work or a concern that the employee's physical condition may pose a safety or health threat to himself or herself or to other employees and/or students.

The cost of the medical examination shall be absorbed by the Employer other than when an employee seeks a second medical opinion using a doctor of their choice, then the employee shall pay any associated fees or expenses on their own behalf. In those circumstances wherein the Employer directs that a physical examination be taken where there is a question as to an employee's fitness to work, the Employer reserves the right to select its own physician. However, if the employee believes that an injustice has been done, or in the event of a disagreement between the doctor selected

by the Employer and the employee's own doctor, then the parties shall agree to select a third doctor within thirty (30) days whose opinion shall be final.  
The expense of the third doctor shall be split by the Employer and employee.

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**Article 22: On The Job Injuries**

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Any employee who is involved in or who observes any accident, injury or incident, involving the employee's vehicle or passengers (for example, the presence of an unauthorized person on the bus or a confrontation involving students, school personnel, parents and/or d. Before coming off duty the employee shall prepare an accident/incident report in writing on forms furnished by the Employer and shall report all available names and addresses of witnesses to the accident. Such report shall be prepared while on Company time.

The Company will pay a full day's pay at regular guaranteed hours for an employee receiving a Worker's Compensation injury during his or her work day, and the Company will pay for actual time worked on non-Workers Compensation injuries or sicknesses incurred during the course of the employee's work day.

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**Article 23: Pay Claims**

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**Section 1.** An employee who is short in his/her paycheck due to an Employer error shall receive payment upon establishing such shortage. Pay shortages over \$50 must be paid within forty-eight (48) hours, and otherwise will be paid in the following pay period.

**Section 2.** Pay day is once per week on Friday. Each employee's pay check will consist of payment for work performed during the prior week, Sunday through Saturday. If a banking holiday falls on a pay day, employees will receive their paychecks on the preceding day. Payroll checks will be itemized to show deductions.

**Section 3.** All employees must swipe in and out for each report.

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**Article 24: Overnight Trips**

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Drivers who are required to work because of a special assignment or Charter which is twenty-four (24) hours or more, shall be paid a meal allowance not exceeding ten (\$10.00) or breakfast, ten (\$10.00) for lunch and ten (\$10.00) for dinner, providing the employee submits a valid receipt to the Employer:

On the first day of a multiple trip, breakfast is allowed if departure time is before 6:00 a.m.; lunch is allowed if departure time is before 11:00 a.m., and dinner is allowed if departure is before 4:00 p.m.

On the last day of a multiple day trip, breakfast is allowed if arrival time is after 8:00 a.m.; lunch is allowed if arrival time is after 1:00 p.m.; dinner is allowed if arrival time is after 9:00 p.m. No allowance will be given if meals are provided.

Drivers will be provided at no cost, the same lodging at the same hotel or motel as is provided to the students being transported. Each Driver shall be afforded a separate room.

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**Article 25: Discharge and Discipline**

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Where practical and reasonable to do so, the Employer will give the Union reasonable notice stating the reason for the discharge of non-probationary employees. The Union may intercede on behalf of such employee discussing the merits of the discharge with the Employer, and the Employer agrees to discuss the matter with the Union. Suspension pending investigation or pending termination is an acceptable practice of the parties.

The employer will give the Union reasonable prior notice stating the reason for any discipline of any non-probationary employee. The Union may intercede on behalf of such employee discussing the merits of the discipline with the Employer and the Employer agrees to discuss the matter with the Union. Suspension pending investigation is an acceptable practice of the parties and shall not be subject to the notice requirements set forth above.

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**Article 26: Personnel Issues**

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Warnings on file of singular occurrence will be “stale-dated” and placed within a close tab in the file eighteen (18) months from date of occurrence. Where an employee has more than one warning of a similar nature placed within their file within the time frame above, warning notices on file will not be “stale-dated” after 18 months, rather the warnings will have “full effect” in the Company’s application of the progressive disciplinary process for a further “rolling” eighteen (18) month period and each successive violation occurrence will be added to a “rolling” eighteen (18) month time period. It is further agreed that safety offenses will be stale-dated twenty-four (24) months after occurrence. The employer agrees to physically remove any “stale-dated” time and attendance violations from an employee’s personnel file.

An “incident” shall mean any accident resulting in damage to a vehicle for less than \$250 dollars. A “collision” shall mean any accident resulting in damage to a vehicle for more than \$250 dollars.

Employees shall be advised of any warnings placed in their personnel file, and shall be given a copy of said warnings.

Employees shall be entitled to write comments on any warning notice to be placed into his/her personnel file.

Employees may inspect their personnel files within forty-eight (48) hours of providing the Company with notice of their desire to do so. Such inspection may be done with a Union representative.

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**Article 27: Drug and Alcohol Testing**

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This Agreement incorporates the Company's Substance Abuse Policy by reference herein and copies of the Substance Abuse Policy will be provided to employees at the time of hiring and upon request. An employee is either paid for the time lost if the test comes back negative, or is employed as a Driver's Assistant or in the office pending the results of the test.

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**Article 28: Wages**

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**WAGE SCHEDULE**

(A) The increments provided for in the following wage schedule shall take effect on the dates noted if such dates are the first day of a payroll period. Otherwise, they shall take effect with the first full payroll period following such date.

(B) It is expressly agreed that employees opting out of the medical coverage shall receive fifty cents (.50) per hour for each hour paid in their wage rate pursuant to the wage schedule.

(C) WAGE RATES:

Wage Rates

The Company shall provide Big Bus Drivers, Van Drivers and Driver Assistants as of contract ratification, wage increases according to the table annexed hereto as Attachment "D": Wage Rates and Annual Wage Rate Progression Table. The increase in Year 1 shall be retroactive to August 1, 2022.

(D) DRIVER TRAINERS

Driver Trainers shall be paid an additional amount per hour as follows while training:

- Year 1 \$1.00/hr
- Year 2 \$1.00/hr
- Year 3 \$1.00/hr

- Year 4 \$1.00/hr
- Year 5 \$1.00/hr

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**Article 29: Attendance Bonus**

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1. An employee who has 100% attendance for the respective month, shall be paid a forty (\$40.00) dollar bonus during the second pay period of the following month throughout each year of the agreement.
2. Any employee with perfect attendance for the entire school year shall receive an additional bonus of two hundred (\$200.00) payable in the last paycheck effective the 2016 & 2017 school year and each year thereafter.
3. An employee who is absent because of an approved bereavement leave, union release, or jury duty will be deemed to have maintained perfect attendance for the bonus period.

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**Article 30: Longevity**

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Effective the 2022-2023 academic year, all drivers and driver assistants shall be entitled to the following annual longevity payments.

YEAR(S) WITH COMPANY	LONGEVITY PAY
5+	\$200
10+	\$350
15+	\$450
20+	\$750

Payable the first pay date following anniversary.

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**Article 31: General Provisions**

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**Section 1.** Bulletin Board: The Employer will supply a bulletin board to be placed in the Driver's room of the Center Moriches premises where notices of the Union may be posted upon obtaining written (initialed) approval from the Company. Approval will not be unreasonably withheld. No notices of a controversial, political, religious, or electoral nature, other than Union Election Notice(s) that may only specify the date, time and place the Union election will be held, will be posted by the Union, or approved for posting by the Company.

**Section 2.** Safety: The Employer shall replenish body fluid kits as needed.

**Section 3.** Employee Handbook: The Employer will publish and furnish to each employee a handbook that outlines the work rules with respect to



disciplinary action and terminal procedures. Such rules and regulations shall be binding upon the Employer and employees as long as such rules and regulations do not conflict with the terms of this Agreement.

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**Article 32: Decertification**

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The Company shall allow voluntary swaps between decertified drivers and out-of-district drivers, with approval by the school district. In the event there is no voluntary swap or a swap is not to be approved by the school district, the decertified driver may opt to become a casual employee or be subject to layoff.

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**Article 33: Life Insurance**

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The Company shall provide and pay for a Fifteen Thousand Dollar (\$15,000.00) Life Insurance policy for each employee.

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**Article 34: Taking Bus Home**

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Buses can be taken home if am, mid-day or pm school is closer to home than the yard, or if driver lives in the district unless the bus is needed for DOT or other servicing. Drivers may not take the bus home in inclement weather and they may not use the bus for personal use and they must keep an updated address on file with the employer.

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**Article 35: Union Release Time**

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The Union shall have the right to request that members be released to perform Union related activities, subject to the requirements of the company's operations and in consideration of the number of employees affected so to minimize disruption as to lack of available employees. The Union will give the Company one (1) week's notice. All such requests will be responded to as soon as practicable. No such request will be unreasonably denied.

It is agreed by the Employer that if any employee shall be elected or appointed to any office within the Union which require such employee's absence from the service of the Employer for varying lengths of time, the Employer will grant leaves without pay to such employee for such absence, until such term of office of responsibility expires or is terminated or this Agreement expires, whichever is sooner. The seniority and tenure of the employee shall not be affected by such leave of absence. It is understood that the leave of absence referred to in this section may be had only for Union business.

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**Article 36: Savings Clause**

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In the event that any Federal or State Legislation, Governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. Upon a clause being so invalidated, the parties to this Agreement shall meet in order to negotiate a replacement clause.

---

**Article 37: Complete Agreement**

---

It is understood and agreed that this Collective Bargaining Agreement constitutes the entire Agreement between the parties. There are no supplemental agreements, oral or written, other than the provisions contained herein, except those that may be agreed to, in writing, signed by the parties. Any supplements to this Agreement hereinafter entered into by the parties shall be in writing and executed in the same manner of this document.

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**Article 38: Duration of Agreement**

---

The provisions of this Agreement shall be effective as of August 1, 2022 and shall continue in effect until midnight, July 31, 2027.

**FIRST STUDENT, INC.**

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

\_\_\_\_\_  
Tom McEnany, Area General Manager

*Debra Hagan 10/25/22*  
\_\_\_\_\_  
Debra Hagan, President

\_\_\_\_\_  
Location Manager

*Genise Fleming*  
\_\_\_\_\_  
*Joey Banks*  
\_\_\_\_\_  
*Julie Stant*  
\_\_\_\_\_  
*Carol Ede*  
\_\_\_\_\_  
*Kimmarie Reitzly*  
\_\_\_\_\_  
*Bonnie Bland*  
\_\_\_\_\_  
*Christine Wright*  
\_\_\_\_\_  
*Barbara Kayla*  
\_\_\_\_\_

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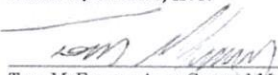
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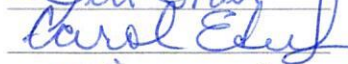

FIRST STUDENT, INC.

  
Tom McEnany, Area General Manager

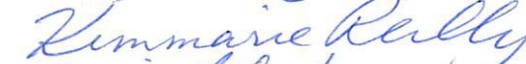



Location Manager

TRANSPORT WORKERS UNION,  
LOCAL 252, AFL-CIO

 10/25/22  
Dana Hagan, President

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**ATTACHMENT A**  
**COMPANY'S DRIVER HANDBOOK**

**ATTACHMENT B**

**MEMORANDUM OF AGREEMENT DATED SEPTEMBER 4, 2018**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FIRST STUDENT, INC.  
AND  
TRANSPORT WORKERS UNION OF AMERICA,  
LOCAL 252, AFL-CIO**

This Memorandum of Agreement ("MOA") is entered into as of the 7<sup>th</sup> day of September, 2018 by and between First Student, Inc. ("Company") and Transport Workers Union of America, Local 252, AFL-CIO ("Union").

**WHEREAS** the parties had a long-standing collective bargaining relationship which ceased on or about June 30, 2016, when non-party, Floyd Bus Co., Inc., was awarded the home-to-school pupil transportation contract by William Floyd School District ("School District");

**WHEREAS** such pupil transportation contract was re-bid in the summer of 2018 and the Company submitted a bid on the large bus portion of such contract only;

**WHEREAS** the initial successful bidder was unable to staff the large bus portion of such contract resulting in the School District awarding the large bus portion of such contract to the Company;

**WHEREAS** the Company contacted the Union to staff its large bus contract with the School District;

**NOW, THEREFORE**, the parties to this MOA consent and agree as follows:

1. Except as modified by enhancements to Article 28, "Wages", and with the mutual understanding that this MOA is only applicable to large school bus drivers, the Company and the Union agree to the terms and conditions contained in their August 1, 2015 through July 31, 2018 collective bargaining agreement ("CBA") as expressly stated therein and as interpreted and applied by the Company and the Union for a four (4) year term expiring on July 31, 2022. A copy of such CBA is attached hereto and made a part hereof as Exhibit "A".
2. Article 28, "Wages", of the CBA shall be modified as follows:


<u>Year</u>	<u>Percent Increase</u>	<u>Effective Date</u>
1	2.0%	Upon ratification
2	2.5%	8/1/19
3	2.5%	8/1/20
4	2.5%	8/1/21

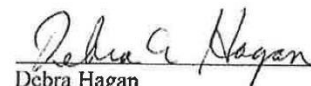
3. This MOA shall become effective immediately upon ratification by the large school bus drivers represented by the Union who serve the School District

CONSENTED AND AGREED TO:

First Student, Inc.

TWU, Local 252

  
\_\_\_\_\_  
Tom McEnany  
Area General Manager  
9/4/18

  
\_\_\_\_\_  
Debra Hagan  
President  
9/4/18

**ATTACHMENT B**

**Driver's Assistants Grandfathered under  
Article 11, Section 8 & 9**

Caroline Farley  
Rose Maiorana



SIDE LETTER AGREEMENT BETWEEN  
TRANSPORT WORKERS UNION, LOCAL 252,  
AFL-CIO AND FIRST STUDENT, INC. CENTER MORICHES TERMINAL

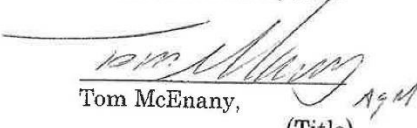
WHEREAS, the Collective Bargaining Agreement between Transport Workers Union, Local 252, AFL-CIO ("the Union") and First Student, Inc. Center Moriches Terminal ("the Company") for the period August 1, 2012 through July 31, 2015 provides for Guarantees and Hours of Work for Drivers' Assistants under Article 11,

IT IS HEREBY AGREED, by and between the undersigned, to Grandfather Five current drivers' assistants, as identified in the Attachment "B" to this agreement, that are currently eligible to be picked up and dropped off at home because they do not have a driver's license and they live within five (5) miles of a route, will continue to be eligible to pick-up and drop-off at home. All other drivers' assistants must report to the yard. The five grandfathered drivers' assistants shall be so grandfathered for the duration of their employment with the employer as drivers' assistants. The practice of paying them from the time of pick-up and drop-off at home shall be continued, and

IT IS FURTHER AGREED that this Side Letter Agreement shall be incorporated in the aforesaid Collective Bargaining Agreement.

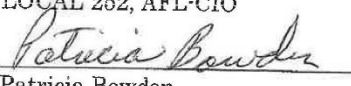
Dated: October , 2012

FIRST STUDENT, INC.

  
Tom McEnany,

(Title)

TRANSPORT WORKERS UNION,  
LOCAL 252, AFL-CIO

  
Patricia Bowden,  
President

**ATTACHMENT C**

**Grandfathered Drivers  
Under New Article 28**

Barbara Salzillo  
Maryellen Montella  
Marla Fridenberger  
John Blasi  
Joanne Fusco  
Judi Barros  
Judy Taboda

SIDE LETTER AGREEMENT BETWEEN  
TRANSPORT WORKERS UNION, LOCAL 252,  
AFL-CIO AND FIRST STUDENT, Inc. CENTER MORICHES TERMINAL

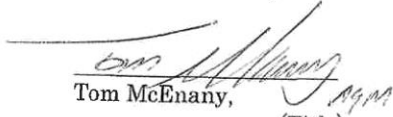
WHEREAS, the Collective Bargaining Agreement between Transport Workers Union, Local 252, AFL-CIO ("the Union") and First Student, Inc. Center Moriches Terminal ("the Company") for the period August 1, 2012 through July 31, 2015 provides for the Grandfathering of Senior Drivers under Article 28,

IT IS HEREBY AGREED, by and between the undersigned, to Grandfather 14 senior drivers hired before January 22, 1998, as identified in the Attachment "C" to this agreement, to receive big bus pay regardless of what they drive since they are either currently eligible for big bus pay because they have driven a van for three (3) years, or they could acquire that eligibility during the term of this successor agreement because they have driven a van for at least one (1) year prior to this agreement. These drivers are so grandfathered for the duration of their employment with the company.

IT IS FURTHER AGREED that this Side Letter Agreement shall be incorporated in the aforesaid Collective Bargaining Agreement.

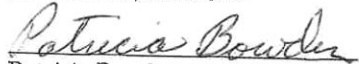
Dated: October     , 2012

FIRST STUDENT, INC.

  
Tom McEnany,

(Title)

TRANSPORT WORKERS UNION,  
LOCAL 252, AFL-CIO

  
Patricia Bowden,

President

**ATTACHMENT D**  
**WAGE INCREASE TABLE**

Article 28(C): Wage Rates:

BIG BUS DRIVERS	
August 1, 2022:	\$4.00 increase per hour
August 1, 2023:	\$1.75 increase per hour
August 1, 2024:	3.50% increase
August 1, 2025:	3.25% increase
August 1, 2026:	3.00% increase
VAN DRIVERS	
August 1, 2022:	\$2.75 increase per hour
August 1, 2023:	\$1.00 increase per hour
August 1, 2024:	3.50% increase
August 1, 2025:	3.25% increase
August 1, 2026:	3.00% increase
DRIVER ASSISTANTS	
August 1, 2022:	\$1.75 increase per hour
August 1, 2023:	\$0.75 increase per hour
August 1, 2024:	3.50% increase
August 1, 2025:	3.25% increase
August 1, 2026:	3.00% increase

**ATTACHMENT D**

**ANNUAL WAGE RATE PROGRESSION TABLE**

Article 28(C): Annual Wage Progression Chart:

	8/1/2022	8/1/2023	8/1/2024	8/1/2025	8/1/2026
			3.50%	3.25%	3.00%
<b>Big Bus Driver</b>					
0-24 Months	25.89	27.64	28.61	29.54	30.43
24-36 Months	27.19	28.94	29.95	30.92	31.85
Top Rate of Pay 36+ Months	29.76	31.51	32.61	33.67	34.68
<b>Van Driver</b>					
0-24 Months	20.96	21.96	22.73	23.47	24.17
24-36 Months	22.03	23.03	23.84	24.61	25.35
Top Rate of Pay 36+ Months	24.17	25.17	26.05	26.90	27.71
<b>Driver's Assistants</b>					
0-12 Months	17.60	18.35	18.99	19.61	20.20
12-24 Months	18.53	19.28	19.95	20.60	21.22
Top Rate of Pay 24+ Months	20.39	21.14	21.88	22.59	23.27