

AGREEMENT

BETWEEN

FIRST STUDENT, INC.  
GOUVERNEUR, NY

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION  
DISTRICT UNION  
LOCAL NO. ONE

EFFECTIVE DATE: SEPTEMBER 1, 2022

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## AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September 2022 by and between FIRST STUDENT, INC., (hereinafter known as “Employer” or “Company”) and the UNITED FOOD AND COMMERCIAL WORKERS, DISTRICT UNION LOCAL ONE affiliated with AFL-CIO, CLC (hereinafter known as the Union or Local).

## PREAMBLE

WHEREAS, the above parties desire to maintain harmonious relations, to agree upon wage rates, standards and conditions of employment, to eliminate strikes, lockouts, boycotts, stoppages of work and other forms of industrial disturbances with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Employer and the Union acting through their duly authorized representative hereby agree as follows:

## ARTICLE 1

### RECOGNITION AND JURISDICTION

1.1 The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the employees in the bargaining unit as follows:

1.2 All full-time and regular part-time bus drivers, monitors, and mechanics employed by the Employer at its Gouverneur, New York facility, but excluding all office clerical employees, dispatchers, technicians in charge, guards and supervisors and professional employees within the meaning of the Labor Management Act of 1947, as amended.

## ARTICLE 2

### BULLETIN BOARD

2.1 The Union will provide a bulletin board in the employee’s break room where the Union may post notices of Union recreational affairs, social affairs, elections and Union meetings for the information of members.

2.2 All material posted on the Union bulletin board shall be approved and initialed by the authorized Union Representative prior to being posted. It is understood that no offensive or derogatory material shall be placed on such bulletin board.

### ARTICLE 3

#### UNION VISITATION

Union representatives shall be permitted limited access to the Company's premises during working hours, for the purpose of determining whether this Agreement is being observed and for the adjustment of complaints and grievances with the Company. Union visitors must check in with the Operations Manager, or designee, prior to a site visit and may enter locations beyond the drivers' lounge only with specific permission of the Company. In any event, there shall be no interruption of or interference with the Employer's business.

### ARTICLE 4

#### UNION SECURITY

4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members in good standing on the date on which this Agreement is signed shall on the thirty-first (31st) day following the date on which they begin employment, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the thirty-first (31st) day following the date they begin employment become and remain members in good standing in the Union. Good standing shall be defined as the payment or tender of initiation fees, assessments, and/or union dues.

4.2 Any employee who is expelled or suspended from the Union because of nonpayment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947) shall be subject to dismissal after notification in writing to the Employer by the Union, provided however, that the employee may have a reasonable time within which to make such payments of initiation fees, dues and assessments, the failure of payment of which has caused expulsion or suspension.

4.3 To simplify the Employer's and the Union's administration of Article 4, Union Security, the Employer shall upon the hiring of new employees provide each employee an application for Union membership and dues checkoff authorization form. The Employer shall collect the completed forms and on a monthly basis the Union Representative will collect the completed forms from the Contract Manager or his/her designee. Once the Union Representative has reviewed and collected the completed forms, he/she shall submit the forms to the Union's bookkeeping office for processing.

## ARTICLE 5

### UNION CHECKOFF

5.1 Upon receipt of proper written authorization from an employee, the Employer agrees to deduct from the wages of said employee, and to forward to the General Office of the Union, within fifteen (15) days after the last day of the last payroll period each month, dues assessments and initiation fees as listed by the Union in duplicate schedules, which shall be furnished to the Employer once a month. It is understood that any authorization of payroll deduction shall be voluntary on the part of the employee and may be canceled at yearly intervals or at the termination of this Agreement, whichever occurs first.

5.2 The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article, except the failure of the Employer to forward to the Union checkoff dues and initiation fees as provided in this Article.

5.3 Employees will have dues deducted from their pay in any month in which they work twenty (20) hours or more. Such deduction will be effective on the 31st day following the date on which they begin employment in accordance with Article 4 (Union Security).

## ARTICLE 6

### BIDDING AND JOB VACANCIES

6.1 a) All home-to-school runs, mid-days, four o'clock (4:00), BOCES and other non-temporary runs shall; be open for bid on a classification seniority basis prior to the start of school. Written notice of bidding shall be sent to all employees who worked for the Employer during the previous school year, at their last known home address. Preferential treatment of individual employees shall be avoided. Drivers must be qualified on the vehicle in order to bid a particular route. No later than three (3) days before the annual bid, copies of all known bids shall be available at the bus garage. Said bids shall contain a description of the run, the appropriate time the run will take and the start time. A.M. at P.M. runs are packaged together for bidding and may not be split apart and bid separately.

No bargaining unit employee will be allowed to enter into a bid situation wherein, by virtue of awarding said bid, it would result in an employee's entire bid route to be in excess of eight (8) hours/day or forty (40) hours/week. The procedure outlined above with regard to bid routes will not affect an employee's seniority rights with respect to the extra trip bid process, providing that by completing said extra trip work, the work would not put an employee into a premium paid overtime situation where the work could be completed, by another bargaining unit employee at a non-premium paid rate.

ARTICLE 6 - BIDDING AND JOB VACANCIES – CONTINUED

Except for the annual bid, days on which school is closed shall not be considered in determining the number of days the bid was posted.

b) NON-DRIVING WORK- Non-driving work shall be posted for bid on an annual basis, or as needed and awarded to the most senior qualified employee.

c) Any new route or routes becoming vacant during the school year shall be subject to bid according to seniority within seventy-two (72) hours, if possible, and shall be posted for at least seventy-two (72) hours for information of bidders. Successful bidders shall be on their new bid no later than four (4) calendar days from the date of the bid posting.

If routes are available, an employee shall have the right to bid on an available route up to three (3) times in a school year. Those three (3) times are the annual bid plus two (2) additional times, following the annual bid. The vacancy created by an employee who, subsequent to the annual bid, successfully bids an available route shall likewise be posted for bid. Any other vacancy created as the result of the preceding procedure shall be filled by the Employer's assignment of a person to fill the position.

A new route is defined as a route received after the September yearly route bid process or as a result of combining existing routes during the remaining school year. New routes shall have a contract period of no more than the remainder of the school year.

d) With mutual consent to the Union and the Employer, the Employer may reassign an employee to a route.

e) Except as provided in Article 22, Non-Base Runs, an employee's route will be held open for sixty (60) calendar days while on leave of absence and the route will be filled by assignment during this period. If the leave of absence exceeds sixty (60) calendar days, or two (2) or more personal leaves exceed ninety (90) calendar days in one (1) school year, the employee's route will be subject to bid as specified in Paragraph (c) above.

f) If an employee's assigned route is eliminated, the employee shall bump the least senior employee in the bargaining unit, assuming vehicle qualification.

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

## ARTICLE 6 - BIDDING AND JOB VACANCIES – CONTINUED

1) There will be a sign-up list for, those employees who desire to be upgraded at the initial bid period (prior to the start of school). If an insufficient number of employees sign the list, the Employer may assign the employees to be upgraded, and such employees shall be the last to be trained in reverse order of seniority.

2) The number of employees to be upgraded will be determined by the Employer. Employees will be upgraded based on seniority provided they are qualified. The Employer will notify the employee and the Union of the disqualification of any employee who has applied, subject to review through the grievance procedure.

3) The Employer will schedule upgrading sessions whenever appropriate and employee will be trained in seniority order. However, the employee will be required to take the training at the Gouverneur terminal if the need arises and such training is scheduled. If the employee does not attend a scheduled session at his home terminal, unless impossible to do so, his name will be removed from the upgrading list. Employees will be given one (1) week's notice of a training session.

## ARTICLE 7

### ANTI-DISCRIMINATION

7.1 The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, sexual orientation, disability, age, marital status, race, color, creed or national origin in accordance with applicable Federal and State laws.

7.2 The Employer, either in hiring, promoting, advancing, assigning to jobs or with respect to any other term or condition of employment, will not discriminate against any employees because of Union membership or activity.

7.3 Any reference to the male gender in this Agreement shall apply equally to the female gender and vice-versa.

## ARTICLE 8

### OVERTIME

Time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours per week.



## ARTICLE 9

### SENIORITY

9.1 Each employee will be considered as probationary during the first sixty (60) calendar days after hire or rehire, and at any time during this period, the employee may be dismissed or otherwise terminated by the Employer; and the dismissal or termination shall not be subject to the grievance and arbitration provisions of this Agreement.

9.2 The Employer shall recognize classification seniority rights from the employee's first day of work or date of transfer into a classification (driver, monitor, substitute driver, substitute monitor, mechanic) covered by this Agreement. If more than one (1) employee begins work on the same day, the employee's seniority position in that classification will be determined by alphabetical order. The official classification seniority list shall be posted on a monthly basis, copy to the Union.

9.3 Within thirty (30) days after the signing of this Agreement, and again at the start of each school year and in January of each year thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union. Upon an employees' request, the Company will provide the employee with a copy of the seniority list.

9.4 An employee shall lose his/her seniority if he/she:

- a) Quits
- b) Is discharged for just cause.
- c) Is absent for three (3) consecutive working days without properly notifying the Employer.
- d) Fails to return to work at the conclusion of a leave of absence or vacation.
- e) Is laid off for a period exceeding twelve (12) months.
- f) Fails to report back to work within eight (8) calendar days after receiving notice of recall. Such notice shall be sent by registered mail to the employee's last known address. The employee shall be responsible to ensure that the Employer has current address.

ARTICLE 10

BARGAINING UNIT WORK

Non-bargaining unit employees shall not perform work customarily performed by bargaining unit employees where the effect is to deny such bargaining unit employees work to which they otherwise would be entitled except when such work arises:

- a) In line or in course of supervisory duties including the training and instruction of employees on operations.
- b) To assure proper standard of work and job performance.
- c) To protect safety of employees and equipment.
- d) To overcome production or operational difficulties or troubles.
- e) To avoid temporary interruption of continuous operation of schedule.
- f) To cover for absentees or other employee changes when bargaining unit employees are not immediately available.

## ARTICLE 11

### GRIEVANCE AND ARBITRATION

11.1 For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the written terms of this Agreement. Disciplinary action may be grieved under this Article.

11.2 The Grievance or dispute shall be reduced to writing within ten (10) days after it arises or within ten (10) calendar days after the employee, the Union or the Employer become aware of such dispute or grievance. To be considered, grievances must be raised within said ten (10) calendar day period. The aggrieved party shall serve a copy thereof upon the other party to this agreement. There shall be an earnest effort made by the parties to settle promptly through the following procedure:

First: The Union Steward and/or the Union Representative, the aggrieved employee, and the Location Manager shall meet and confer as promptly as possible. The Location Manager must give a written response to this first step meeting within ten (10) calendar days. If not settled satisfactorily:

Second: The Union Steward, Union Representative and/or the Union's Area Director, the aggrieved employee and the Region Operations Manager or designee, shall meet and confer as promptly as possible. The Region Operations Manager or designee must give a written response to this second step meeting within ten (10) calendar days. If not satisfactorily settled, the matter may be referred to arbitration:

Third: After a demand for arbitration has been made, within ten (10) calendar days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of five (5) names of impartial Arbitrators in the region nearest to the Company's premises. No "FMCS Priority Appointments" are permitted. The Company and the Union shall alternately strike names from the list until only one (1) name remains, and a toss of the coin shall determine who strikes first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue. In the event that the Company or Union "delay" in selecting an arbitrator, the other party will be authorized to unilaterally select an arbitrator provided written notice has been given to the other party that such selection will be made within five (5) business days absent a response. For the purposes of this paragraph, "delay" will be considered any case where an arbitrator has not been selected after thirty (30) days of receipt of the list of arbitrators. Where expediency, efficiency or convenience of the parties will be served, and upon mutual agreement, an arbitrator may be selected through the services of the New York State Mediation Board, or any mutually agreed to arbitrator may be designated to serve.

## ARTICLE 11 – GRIEVANCE AND ARBITRATION – CONTINUED

11.3 The arbitrator so selected shall have no authority to add to subtract from, change or modify any provision of this Agreement, but shall interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance, controversy or dispute in question. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding upon both parties. The expense of the arbitrator shall be shared equally by the parties hereto.

11.4 The Arbitrator's decision shall be in writing and served on the Company and Union and is due thirty (30) calendar days following the date of hearing or submission of briefs by the parties. The decision of the Arbitrator shall be final and binding upon the Company, the Grievant and the Union.

11.5 It is the intent of the parties that the time limits provided for in this Article shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties. Failure of either party to adhere to the time limits set forth in this Article shall cause forfeiture of that party's case without setting precedent.

## ARTICLE 12

### NO STRIKE - NO LOCKOUT

12.1 The Union, its members and each employee member, individually and collectively, agree that they will not authorize, cause or permit, instigate, aid or condone or take part in any strike, work stoppage, slowdown or interruption of production of any kind during the term of this Agreement. The Employer agrees that under the same terms and conditions of the preceding sentence, it shall not cause or sanction any lockout of its employees.

12.2 The Union recognizes that in the event of a work action, as described above, the Union, its Officers and Stewards, have an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. In no event shall the Officer or Steward who is an employee of the Company engage in any activity prohibited by this Article.

12.3 An employee who has been determined by the Company to have violated the provisions of this Article may be disciplined up to and including discharge. Such discipline shall be subject to the Grievance and Arbitration provisions of this Agreement.

12.4 It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent.

ARTICLE 13

PERSONAL LEAVES OF ABSENCE

13.1 Employees may submit requests for personal leaves of absence to the General Manager.

13.2 The Company will make every reasonable effort to accommodate the employee's request.

13.3 A personal leave of absence shall not be granted for the purpose of taking another job.

13.4 A personal leave of absence is an excused absence without pay and without loss of seniority.

ARTICLE 14

MILITARY LEAVE

The Employer agrees to comply with the "Uniformed Services Employment and Reemployment Rights Act" (USERRA).

ARTICLE 15

SAVINGS CLAUSE

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

## ARTICLE 16

### MEMBER PROMOTED OUT OF BARGAINING UNIT

16.1 An employee who is awarded a different position out of the bargaining unit shall serve a trial period for the first 180 calendar days following the commencement date for the position. The Company has the right to return the employee to the employee's previously held position at any time during the trial period and the employee will retain the seniority and return to the wage scale in the previous bargaining unit position. Should the employee return to the bargaining unit after 180 calendar days, the employee will be assigned to the bottom of the seniority list for all purposes (including layoffs, recall and job bidding) except they will retain the earned vacation weeks.

16.2 Any member of the Union, upon being elected or appointed to a permanent office in the Union or as a delegate to any Union activity necessitating a temporary leave of absence, shall be granted such leave of absence not to exceed one (1) year without pay or benefits, and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed reemployment at his former wage rate, plus any increase or less any reduction that may become effective during his absence. Duration of the leave shall be stated in the request for such leave.

## ARTICLE 17

### DIRECT DEPOSIT

The Employer will provide a service in which employee paychecks can be directly deposited to a bank or credit union account of the employees' choice.

## ARTICLE 18

### UNIFORMS

18.1 The Company shall supply uniforms for all drivers and monitors, where required.

18.2 The Company shall provide mechanics with a uniform consisting of:

5 shirts	1 winter jacket
5 pair of pants	1 warm weather/spring jacket

18.3 The Company shall provide monitors and drivers with a safety vest. The Company will replace safety vests that are not in good repair or good condition.

## ARTICLE 19

### SUBCONTRACTING

The Employer and the Union agree that stabilized employment is an important objective to be obtained. The Employer will not subcontract work normally performed by bargaining unit employees or any work hereafter assigned to bargaining unit employees unless:

- a) The Employer gives prior notification to the Union.
- b) The subcontracting will not result in the layoff of employees covered by the collective bargaining agreement.
- c) No bargaining unit employees are on layoff and available for recall at the time of the subcontracting.

## ARTICLE 20

### CATEGORIES OF BUS DRIVERS

20.1 Regular school bus driver is a driver who bids on and is awarded a regular home to school run.

20.2 Standby bus driver is a driver who bids on and is awarded a driving position and receives a daily guarantee.

20.3 Substitute driver is a driver that reports to work on an on-call basis.

## ARTICLE 21

### FMLA

The Company agrees to comply with its obligations under the federal Family and Medical Leave Act.

## ARTICLE 22

### NON-BASE RUNS

In the event a regular driver, is absent for more than five (5) working days, such driver's 'non-base run', if any, will be put up for bid for seventy-two (72) hours and awarded to the most senior bidder. Upon return to work, the absent driver shall have all such 'non-base runs' returned to him.

## ARTICLE 23

### HOME TO SCHOOL WORK

23.1 School Work will be defined as all Home-To-School runs for the Gouverneur School District.

23.2 Home-to-school work shall consist of picking up student/client passengers at a prescribed location and delivering them to a school and/or returning them to the original location following the end of the school day. This is the essence of the Employer's business and its primary source of revenue. All other categories of work described are subordinate to home-to-school work.

23.3 Drivers performing a.m. and p.m. routes which have permanently been decreased by more than fifty (50) percent as determined by the difference between the bid paid time and the revised routing paid standard, may elect to remain on said run or bump the lease senior driver. The displaced employee will be assigned the decreased route.

23.4 Routes which have permanently been increased more than thirty percent (30%) as determined by the difference between the bid paid time and the revised routing paid standard will be posted for bid and awarded pursuant to this Article.

A. Whenever circumstances occur that a route changes for more than two (2) consecutive weeks, that is a permanent change and will be subject to article 23.4.

23.5 Drivers performing a mid-day or four o'clock (4:00) runs which have their start time permanently changed by one-half (1/2) hour or more may elect to have said runs rebid.

23.6 Drivers performing a sick child run or disciplinary run which requires a student to be taken home from school before normal dismissal time will receive a one (1) hour guarantee.

23.7 If the appropriate announcement for a school closing is made less than forty-five (45) minutes before an employee's report and swipe in time, the employee will be paid one (1) hour at the home-to-school rate if he reports to the terminal by his normally scheduled report time. If the appropriate announcement for a school closing is made forty-five (45) minutes or more before an employee's scheduled report time, no payment will be made for the lost time. The intent of this article is to compensate employees who are en route to work at their assigned location (within the forty-five (45) minute window) when the announcement regarding school closing is made. This one (1) hour pay provision applies only to the cancellation of regular bus routes during the school year.

23.8 Drivers performing a late run will receive a one (1) hour guarantee regardless of the amount, if any, of students. (TA)



ARTICLE 24

FUNERAL LEAVE

Paid funeral leave for three (3) workdays shall be granted to employees in the event of the death of the employee's immediate family. The employee's immediate family shall be defined as spouse, child, stepchild, parent, parent of spouse, stepparent, grandparent, sister or brother, brother-in-law, sister-in-law, grandchildren, and domestic partners. Proof of death may be required by management.

ARTICLE 25

JURY DUTY

The Employer will reimburse any employee for wages lost due to their appearing for jury duty. Reimbursement will be made for the difference between wages normally received for that period and those received for jury duty. Written evidence of monies received for jury duty will be required before reimbursement is made. Employees excused from jury duty who can work two (2) or more hours of their regular shift that day are expected to do so.

ARTICLE 26

PAYCHECKS

All paychecks will be distributed every Friday. The paychecks distributed on Friday will cover all monies due the employee through Saturday of the preceding week. If Friday is the holiday, paychecks will be dated and distributed the working day before the holiday. All paychecks will be enclosed in an envelope and cannot be open without the employee's consent. Payroll checks issued during school recess will be mailed to the employee at the employees' designated address if that employee does not pick up their paycheck on Friday.

ARTICLE 27

SAFE VEHICLES

No Driver shall be disciplined for refusing to drive an unsafe vehicle. If the Company's position is that the vehicle is safe, the dispute as to whether the vehicle is unsafe shall be referred to the State Motor Carrier for final determination and the Driver shall drive the vehicle during the interim period. Under no circumstances will a Driver be required to drive a bus without the maintenance department's signed and written determination that the vehicle is safe. Whenever a spare vehicle, which meets the client's route requirements are available at the terminal in question, the driver will be permitted to drive such spare vehicles until the dispute is resolved.

ARTICLE 28

PROTECTION OF CONDITIONS

The Company shall not enter into any agreement or contract with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void. All employees shall work in accordance with this Agreement. The parties recognize and acknowledge this Agreement.

ARTICLE 29

SUPPLIES AND MATERIALS

The Company shall furnish all necessary supplies for drivers to maintain Company vehicles such as brooms, ice scrapers, squeegees and other materials as required by the Driver.

ARTICLE 30

RECEIPTS

30.1 The Employer shall reimburse an employee for telephone calls, tolls, parking charges or any other expenses incurred that have a direct relation to the employees' successful completion of operations.

30.2 All requests for reimbursement shall be accompanied by a receipt signed by the employee.

30.3 To avoid any disputes as to the amount owed, all advance monies provided to an employee shall be fully documented with receipts and returned to Dispatch upon completion of an assignment.

ARTICLE 31

UNION NOTIFICATION

The Company agrees to notify the Union of all new employees hired before the employee starts to work. The Company also agrees to notify the Union promptly of all employees leaving its employment.

ARTICLE 32

NOTIFICATION OF SALES OR TRANSFERS

This Agreement shall be binding upon the parties hereto, their heirs, successors administrators, executors and assigns. The Employer shall give notice of the existence of this Agreement to any heir, transferee, purchaser, lessee, assignee, etc., of the operations covered by this Agreement. Such notice shall be in writing with a copy to the Union not less than thirty (30) days prior to the effective date of sale or transfer or the date such sale or transfer is finalized by written agreement. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization or ownership.

### ARTICLE 33

#### PRIOR PRIVILEGES

This agreement shall not alter, change or deprive any of the employees of conditions, which they are presently enjoying or working under, which conditions may be better than those specified, herein.

### ARTICLE 34

#### SAFETY VIOLATIONS

34.1 Employees shall not be held responsible for vehicles not properly equipped to comply with State or Federal Motor Vehicle laws, and shall be compensated for fines, time lost and travel expenses if summoned in court, etc., because of such violation. The above indemnification shall not apply in a situation in which a Driver has failed to properly "pre-trip" his/her vehicle and ensure that all required materials are on board.

34.2 Employees shall not be held responsible for overloading vehicles when required to do so by the Location Manager or designee. Whenever a Driver is penalized because of such overload, the Company shall bear all costs in connection with such overload penalty and shall pay all damages and assessments against the Employee including accrued overtime for delay and any lost earning opportunity that the Employee might suffer.

### ARTICLE 35

#### UNION STEWARD

35.1 The Union shall designate at least one (1) member of the unit as Union Steward, who shall not be discriminated against due to legitimate Union activity.

35.2 A Union Steward shall be the last employee to be laid off provided the Steward is qualified to do the remaining work.

35.3 One (1) employee who serves as a Union Steward shall be entitled to take one (1) additional unpaid personal day per year to attend a Union sponsored Steward Conference or Seminar.

35.4 Performance of Duties: The Union Steward shall be permitted reasonable time to investigate, present, and process grievances on the Company's property without loss of time or pay during regular working hours, provided there is no interference with school bus runs, or with the proper performance of duties of any employee. When the Union Steward is asked to attend a meeting by the Company consistent with his/her duties, he/she will not lose compensation for time away from his/her regularly scheduled duties.

## ARTICLE 36

### DISCIPLINE AND DISCHARGE

36.1 The Company shall not discipline or discharge an employee without just cause.

36.2 The Company will provide the Union Steward with a copy of all written discipline.

36.3 After twelve (12) months, from each date of occurrence, all disciplinary material, other than safety related, will not be used in evidence in any subsequent disciplinary action with the exception of suspensions and attendance related discipline. The latter two (2) exceptions will not be considered after two (2) years as long as they are not safety-related and not in conflict with current safety policies.

## ARTICLE 37

### SCHOOL DISTRICT'S REMOVAL OF A DRIVER OR MONITOR

If the Company is required to remove a driver or monitor from a route at the School District's request, the Company agrees to discuss the matter with the School District as soon as practical to attempt to adjust or resolve the issue. If the School District maintains its position on the removal of the driver or monitor, the Company will meet with the Union to discuss the status of the driver or monitor. The Union will be given a copy of the directive requiring the removal of the driver or monitor where appropriate and will make every effort to place the employee in work within the bargaining unit or at another of the Company's locations for which the driver or monitor is qualified. If the School District does not provide a directive requiring removal of an employee in writing, First Student will, in writing, provide the Union and the employee with a description of the directive. The Company shall have no further obligations to the employee.

## ARTICLE 38

### MANAGEMENT RIGHTS

38.1 The Union recognizes the exclusive right and responsibility of the Company to manage its facility and to direct its workforce. All rights of the Company, which have not been specifically abridged or modified by this Agreement are retained by the Company including, but not limited to, the right to make and modify reasonable work rules and regulations (such as the First Student National Employee Handbook). The Company agrees to post and distribute copies of any new work rules, or changes to existing work rules or regulations, at least fourteen (14) workdays prior to implementation.

ARTICLE 38 - MANAGEMENT RIGHTS - CONTINUED

38.2 Such rights and functions include, but are not limited to:

- a) full and exclusive control of the management of the Company, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction and determination of the size and type of its working forces;
- b) the right to change or introduce new and improved operations, methods, processes, means, or facilities;
- c) the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- d) the right to hire, establish, and change work schedules, set hours of work, establish classifications and lay off employees; and
- e) the right to determine the qualifications of employees to suspend, discipline, and discharge employees and otherwise to maintain an orderly effective, and efficient operation.

ARTICLE 39

LAYOFFS

39.1 Layoffs will be determined by Classification Seniority. The Employee with the least amount of Classification Seniority shall be laid-off first.

39.2 When faced with a layoff, an employee may exercise their overall Company seniority by bumping the least senior employee working within another job title, provided that the least senior employee working within another job title has less overall Company seniority, and further provided the employee faced with the layoff is qualified to perform the job.

39.3 Recall of laid-off Employees shall be in reverse order of layoff.

39.4 A copy of such return to work notice to the employee shall be simultaneously be sent to the Union.

ARTICLE 40

NON-REVENUE WORK

Non-Revenue work shall be defined as all non-driving work as well as bus shuttling. Non-Driving work shall be assigned pursuant to Article 6.1 (b) (See Bidding and Job Vacancies).

## ARTICLE 41

### SUMMER WORK

The Union and the Employer agree that the need for employees for summer work shall be filled in the following manner: First, the Employer shall solicit volunteers for summer work. Should work remain available, it shall be assigned in reverse order of seniority to qualified employees.

## ARTICLE 42

### MEDICAL LEAVES OF ABSENCE

42.1 Subject to a maximum of twelve (12) months leave and provided an employee proper provides documentation, an employee shall be granted an unpaid medical leave of absence.

An extension may be granted by written agreement between the employee, the Employer and the Union when extraordinary circumstances exist to warrant such.

42.2 Seniority will continue to accrue during medical leave of absence. However, an employee's seniority will be broken when the employee has been on continuous medical leave for longer one (1) year or any extension of the one (1) year period.

42.3 Employees on medical leave of absence must, to the extent possible, keep management apprised, on a monthly basis, of their medical progress.

42.4 When an employee returns to work after an illness or injury, the employee shall be restored to their former position and their former route, if applicable, at the wage rate applicable for the position at the time of their return. If the employee was on a progression scale at the time the interruption occurred, they shall return to the same level of progression but at the wage rate applicable at the time of return.

42.5 In the event the position the employee formerly held is not in existence at the time they return to work, they shall be restored to a position with the company in accordance with the layoff and seniority provision of the contract; that is, as though the employee had been laid off at the time of the interruption in service.

42.6 Any employee who notifies the Employer that they intend to return to work shall, upon the request of the Employer, furnish the Employer with a doctor's certificate to the effect that they are fit to perform all of the duties of the job to which they are eligible to be restored. In the event the doctors' certificate includes any work restrictions, which precludes the employee from performing the duties of the job the employee previously held, the Employer will do their best to find a job with the Employer that accommodates the employees' work restrictions at the applicable rate.

## ARTICLE 43

### UFCW ACTIVE BALLOT CLUB

43.1 The Employer agrees to deduct an amount from the pay of each employee, who is a union member and who executes an appropriate voluntary checkoff authorization form to the UFCW Active Ballot Club. Deductions shall be in the amount specified in the checkoff authorization form signed by the employee and deducted every week. The deduction shall continue for those employees who sign UFCW Active Ballot Club checkoff authorization forms unless they are revoked individually and in writing.

43.2 The Employer agrees to transmit UFCW Active Ballot Club deductions to the UFCW Active Ballot Club in care of the Local Union, within fifteen (15) days after the last day of the last payroll period each month. The Employer further agrees to transmit to the Local Union at the same time the names of those employees for whom deductions have been made and the amounts deducted for each employee.

## ARTICLE 44

### CREDIT UNION

At the written request of an employee, and in accordance with appropriate procedures to be mutually agreed upon concerning the frequency and amount of payments, the Company shall deduct weekly from the employee's wages such amount as the employee has elected. These deductions shall be remitted within 15 days after the last day of the last payroll period each week to the Empower Federal Credit Union.

## ARTICLE 45

### EXTRA DRIVING WORK

45.1 Extra driving work is any work outside a Driver's normal home to school run and includes extracurricular and charter work.

45.2 Management will attempt to fill all extra driving work by using seniority and in accordance with this Article.

45.3 The dispatcher will bid out every morning any known extra driving work. Such work will be awarded to the most senior qualified employee.

## ARTICLE 45 – EXTRA DRIVING WORK – CONTINUED

### 45.4 BIDDING - (Extracurricular/Charter Work)

a) Employees interested in extra work must sign up to be placed into the bid process.

1) A bid board will be established in the Terminal, which is easily accessible to all interested employees. A signature clipboard will be placed on the Bid Board.

2) Upon signing, the employee will be placed in qualified seniority order on one (1) appropriate list, commencing their bid rights on the following Friday during the 9:15 a.m. bidding.

3) Employees may bid off their assigned route to do extra work if their assigned Home to School route can be covered by a fully qualified and available driver or monitor. Coverage of the Home to School route takes precedence over any other assignment in all cases.

4) Dispatch is not required to verbally notify drivers when additional work is received. It is the driver's responsibility to monitor the bid board for additional work they would be interested in bidding on.

5) Posted additional work will show the following information:

- a) Day and Date of Trip to be covered
- b) Pick up Time and Place
- c) Destination
- d) Estimated Time of Departure from Destination

6) Commencing each Friday at 9:15 a.m., per the dispatch clock, extra work shall be offered to employees on one (1) list, by the trip coordinator, according to qualified seniority, one (1) assignment per employee. Employees must be physically present and be prepared to accept or refuse work assignments at this time. Once work is awarded, the bidding shall not be reopened. There will be no exceptions.

7) If an employee, on a current work list, cannot be present at the 9:15 a.m. Friday's bidding, the employee must complete a separate "proxy bid" for any extra work they may be interested in bidding. Proxy bids are only acceptable if an employee is working another job or assignment or has a medical emergency. Bidding days will vary with school schedules

8) All "proxy bid" sheet(s) shall be in the dispatch office by the end of the a.m. route on the day of bidding. When an employee utilizes a proxy bid, the employee's name shall be entered into bidding by seniority rotation, for work desired, by the Trip Coordinator, during the bidding process.



## ARTICLE 45 – EXTRA DRIVING WORK – CONTINUED

9) The employee with the most qualifying seniority will bid for any open trip first and work will be awarded to this employee. The next senior employee present selects their bid, and the process continues until every employee present on the extra work list has been offered one (1) work assignment. The process then repeats from top to bottom (seniority order) of the work list until all work available has been offered and filled.

10) A line will be drawn after the name of the last employee to accept any bid. Future additional extra work offered shall be bid with the next employee on the list, below the red line.

11) Any unfilled extra work assignments, which remain at the end of this bidding process, shall be reported to the dispatcher, and will be bid over the radio and then assigned to available employees. At the end of the process, should trip work remain such work shall be assigned in reverse order of seniority based on an inverse seniority force list.

a) If an employee had volunteered for a trip, that will count towards their turn on the forced list.

12) Extra trip requests received by the Dispatcher after Friday bidding, for that Friday, or next week prior to bid award time, will be as follows:

a) Upon receipt, the Trip Coordinator will offer the work to the next employee below the line on the work list, in rotation.

b) The Trip Coordinator will continue down work list until a qualified employee agrees to take trip. A line will be drawn under this name. Any additional work for bid will start at this point.

c) Trip Coordinator will record drivers contacted by placing date and either REF (refused trip) or ACC (accepted trip) on the Bidding List.

Repeated failure to honor assigned commitments may result in disciplinary action to limit future bidding by employees for failure to complete work.

### Discipline Extra Trip Work (Sports or Special)

After bidding is complete on Friday, any driver that surrenders a trip will receive the following actions. The only exception to the following is medical emergency or family medical emergency as long as notice is given.

- a) First offense- Employee shall receive written warning.
- b) Second offense- Employee loses the right to bid for three (3) consecutive weeks.
- c) Third offense- Driver loses right to bid for the remaining School Year.

ARTICLE 45 – EXTRA DRIVING WORK – CONTINUED

13) All summer extra trip work will be bid only to employees that have contract summer runs. Any work that is available after the bidding process will be offered to the drivers that have signed the extra work summer sheet and awarded to the most senior qualified driver.

14) A Trip Coordinator will be hired at the rate of \$25.00 per week, excluding summer months, which will be covered by dispatch, to fill the trip board with the appropriate information needed for bidding and to complete the bidding process every Friday at 9:15 am. In addition, the trip coordinator will inform management at the end of every bidding process as to who is taking that work.

15) Cancellations of an Extra Trip: If an employee has a trip that is canceled and it becomes available on the same day that the employee has another trip scheduled, the employee will be able to choose between the two (2).

16) A one (1) hour minimum shall apply to all extra trip work. If extra work is cancelled, the driver who has accepted the extra trip work shall get the next available bid.

ARTICLE 46

RECORDING CAMERAS AND DEVICES

Drivers and Monitors will be informed by Management when, cameras are in use on their bus, unless extenuating circumstances prevent notification.

ARTICLE 47

SAFETY AND HEALTH

47.1 The Employer agrees that it has the responsibility to provide a safe workplace and to correct safety hazards

47.2 The Union will appoint one (1) employee to act as a Safety and Health Representative.

47.3 An employee who serves as a Safety and Health Representative shall be entitled, if operationally feasible, to take one (1) additional unpaid personal day per year to attend a Union sponsored Safety and Health Conference provided he/she also requests the day off at least one (1) week in advance.

ARTICLE 48

LABOR MANAGEMENT COMMITTEE

The Employer and Union agree to the establishment of a joint labor management committee, which will meet, as needed, to discuss matters of mutual concern. The committee will consist of the following:

UNION

Union Representative  
Union Steward

MANAGEMENT

Location Manager  
One (1) additional member of management

The Union steward will not be paid for any time attending such meetings.

ARTICLE 49

EXAMINATIONS

49.1 All examinations, when required by the Company, whether it is Federal, State or any other examination performed under the Company's direction, shall be paid for by the Company providing the employee is examined by the physician or medical facility designated by the Company.

49.2 It is understood that the employee retains the right to be examined by a physician or medical facility of their choice. If the employee is examined by a physician or medical facility designated by the employee, the employee shall pay for the examination.

ARTICLE 50

HOURS OF WORK

50.1 Guarantees: A regular working day shall be a minimum of two (2) hours in the AM and two (2) hours in the PM, including pre and post-trip inspections. Temporary drivers shall be guaranteed two (2) hours pay whenever called in. The Company shall designate the starting time of all shifts.

50.2 Run Guarantees: Any time a driver works over his guarantee, he will be paid at the applicable rate.

## ARTICLE 51

### PAID TIME OFF

51.1 The Company and the Union agree to maintain the Paid Time Off program (formerly Incentive Day Program) in a fashion that complies with New York Labor Law Section 196-B.

51.2 All Drivers and Monitors shall receive up to seven (7) paid time off (PTO) days per school year, which may be accumulated to a maximum of twenty (20) paid days off and carried over from year to year. Paid Time Off will be front-loaded at the start of the calendar year and will be pro-rated for employees that are not with the Company for the full calendar year.

51.3 Paid time off may be requested off in one half-day (1/2) or full day increments.

51.4 Those employees with no absences for the entire school year will receive an additional paid day off at the end of the school year.

51.5 Employees that work during summer school programs that have not taken unexcused days off, will receive an additional pay day off at the end of the summer program.

51.6 Paid Time Off days utilized for anything other than an absence covered under Section 196-B (Paid Sick Leave Law) must be approved in advanced by the terminal manager.

## ARTICLE 52

### MONITOR UPGRADE

Any monitor who qualifies as a driver and who has been monitor for the Employer for at least two (2) years as of the date of qualifying as a bus driver shall be entitled to be paid at the Interim 1 (60 days – 1 year) rate if there is a regular bus position in which to employ the then monitor and the monitor accepts the regular bus driving position. If there is a substitute who has been working in hopes of securing a regular driving position, when a regular position becomes available, the position shall be awarded to the substitute or the monitor who is now qualified as a driver, based on which employee has the earlier original (as a substitute or monitor) hire date.

ARTICLE 53

SICK LEAVE

On a calendar year basis, mechanics shall receive five (5) paid sick days payable at eight (8) hours on their anniversary date. Paid sick leave will be given for excused absences from work due to illness. The Company must be notified as early as possible before the mechanic's regular starting time. There shall be no carry over of unused sick days into the next calendar year. Mechanics will not receive pay for any unused sick days.

ARTICLE 54

PRESCRIPTION SAFETY GLASSES

Effective 9/1/19, the Company will reimburse mechanics up to \$170.00 every two (2) years for the cost of prescription safety glasses.

ARTICLE 55

CLASS BPS DRIVER'S LICENSE

All drivers and mechanics are required to maintain a valid commercial (Class BPS) driver's license.

ARTICLE 56

EMPLOYEE ASSISTANCE PROGRAM

In cases where employees are experiencing personal problems that affect employee job performance and in accordance with Company policy, the Company will provide employees with a confidential, professional counseling and referral service that provides assistance to employees and their immediate families free of charge.

ARTICLE 57

SHORT TERM DISABILITY INSURANCE

The Employer shall pay all premiums necessary to obtain Short Term Disability Insurance for all employees as required by law.

ARTICLE 58

GROUP LIFE INSURANCE

58.1 a) The Company agrees to provide drivers and monitors with Company paid life and AD&D in the amount of \$20,000.

b) Effective 9/1/14, the Company agrees to provide drivers and monitors with Company paid life and AD&D in the amount of \$30,000.

58.2 The Company agrees to provide mechanics with Company paid life insurance and AD&D in an amount equal to one (1) times their annual salary.

ARTICLE 59

UFCW LOCAL ONE 401K SAVINGS FUND

59.1 The Employer shall contribute within ten (10) days after the last day of the last payroll period each month to the UFCW Local One 401k Savings Fund the following sums per employee per month:

<u>Effective:</u>	<u>9/1/21</u>
Mechanics, Bus Drivers & Trainers	\$60
Substitute Bus Drivers, Bus Monitors & Substitute Bus Monitors	\$45

59.2 Contributions shall be made for all employees who have been paid or are entitled to payment for the performance of duties including vacation and holiday pay at any time during the month.

59.3 Contributions on behalf of all employees shall commence on the first day of the month following the completion of twelve (12) months of employment with the Employer. In the event the Employer hires an employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, then, in such event, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior cumulative service with any participating Employer, shall aggregate twelve (12) months.

59.4 The Employer hereby agrees to be bound by the terms of the Trust Agreement and the policies and procedures adopted by the Board of Trustees which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected as provided therein, as its representatives in the joint administration of the Fund.

59.5 The Fund shall have its principal office in Oriskany, NY and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with the Declaration of Trust.

59.6 The Employer hereby acknowledges the provisions of the Trust Agreement dealing with the authority of the Trustees to compel and enforce the payment of contributions required hereunder. The Trustees, or their designated representatives, shall have the right to inspect payroll records, time records and such other records maintained by the Employer in the normal course of business as the Trustees shall believe pertain to the Fund. The Employer shall make available such records during reasonable business hours upon receipt of notice from the Trustees that they intend to conduct an audit or examination of such records for the purpose of verifying payments due to the Fund and to ensure compliance by the Employer with its obligation to make contributions pursuant to the terms of this Agreement, the Agreement and Declaration of Trust and applicable law.

59.7 If an employee who has previously qualified to have contributions made in their behalf is absent from work due to illness or injury, the Employer shall continue contributions for the first six (6) months of absence in any twelve (12) month period. If an employee is on layoff, the Employer will continue to make contributions for a period of three (3) months.

ARTICLE 59 - UFCW LOCAL ONE 401K SAVINGS FUND - CONTINUED

59.8 The Employer agrees to take the actions indicated below with respect to its employees:

a) Deduct from pay and transmit to the Fund Employee contributions as elected by Employees and as permitted by law. Employee contributions are subject to the rules of the Fund. Employee contributions shall be remitted to the Fund as soon as they can be reasonably segregated from the Employer's general assets, but no later than the 10th day of the month following the month in which the covered period of employment was performed. Employer agrees to remit such contributions on such forms and in accordance with such procedures as prescribed by the Trustees.

b) Contribute to the Fund the Employer contributions as set out in this Agreement and as permitted by law.

ARTICLE 60

HEALTH INSURANCE

60.1 Drivers and monitors shall be eligible to participate in the Company's part-time employee health insurance plans.

60.2 Mechanics shall be eligible to participate in the Company's full-time employee health insurance plan(s) offered to all full-time employees at the Gouverneur, New York Facility.

ARTICLE 61

VACATIONS

61.1 Mechanics shall receive paid vacation according to the following schedule:

- Two (2) weeks after one (1) year of service
- Three (3) weeks after five (5) years of service
- Four (4) weeks after ten (10) years of service

61.2 All mechanic vacation requests must be submitted to the Technician in Charge for approval.

61.3 The mechanic's vacation period shall be from April 1 to March 31. Unused vacation shall not be carried over from one (1) year to the next.



ARTICLE 62

HOLIDAYS

62.1 Mechanics who have completed the probationary period shall receive eight (8) hours straight time pay for the following holidays.

New Years Day	Thanksgiving Day
Martin Luther King Jr. Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas
Labor Day	*1 floating holiday

\*With approval from management, the floating holiday may be taken on a day other than the mechanic's actual birthday.

62.2 Mechanics must have worked the entire scheduled workday before and the entire first scheduled workday after the holiday in order to receive holiday pay.

ARTICLE 63

SHOE ALLOWANCE

The Company will reimburse mechanics up to the following amounts for the cost of steel-toed safety shoes:

09/01/22                      \$200.00 per year

ARTICLE 64

MEAL ALLOWANCE

64.1 Drivers who work eight (8) consecutive hours shall receive a cash reimbursement up to \$20.00 to pay for reimbursement of a meal. Drivers will be required to provide a receipt to show proof that the meal was purchased.

64.2 Drivers who perform overnight charters shall receive a cash reimbursement up to \$30.00 to pay for reimbursement of a meal. Drivers will be required to provide a receipt to show proof that the meal was purchased.

## ARTICLE 65

### NEW TECHNOLOGIES

65.1 The parties agree that the installation and activation of new technologies, including but not limited to GPS, Zonar, and FOCUS equipment on Company vehicles, is for the primary purpose of further enhancing safety, operational efficiency, and quality of delivery of services to the customer.

65.2 The Employer shall provide the Union and Employees with advanced notice prior to the implementation of new technologies or any changes to current technology that affect employees' job duties.

65.3 The parties acknowledge that disciplinary action based upon GPS equipment findings or reports must comport with the "just cause" standard set forth in this Agreement. Minor infractions, discovered through the utilization of GPS data, will generally be addressed through verbal counseling. However, it is agreed that the immediate supervisor and/or Location Manager shall have the sole discretion to make an initial determination whether an employee's activity is subject to discipline in accordance with Company policy.

65.4 The Company shall provide the Union with GPS reports if relevant to a lawful Union concern.

65.5 The parties agree that the tampering with or disabling of any GPS system is subject to discipline up to and including termination.

65.6 It is understood that excessive monitoring of employees is neither a primary purpose nor an intended result of the utilization of GPS equipment.

65.7 The Company agrees that it shall not target specific employees for discipline using advanced technology, including GPS. Further, arbitrary use of such equipment by management shall be subject to the grievance and arbitration procedure outlined in Article 11.

65.8 Employees shall report, in writing, any defects in any Company equipment including new technology, to management. Vehicle defects should be reported to management by Zonar.

65.9 The Company shall provide training to employees when any new technology or changes in current technology applicable to their job duties is introduced.

## ARTICLE 66

### PRE-TRIP AND POST-TRIP INSPECTIONS

#### 66.1 PRE-TRIP INSPECTIONS:

Pre-trip inspections should be completed the first time any driver uses a bus each day. Pre-trip allowances are:

- 8 minutes for air-brake bus
- 6 minutes for hydraulic bus
- 2 additional minutes for wheelchair lift (if applicable)

If a bus is parked away from a First Student location (park-outs, etc.) the driver will receive a 1-minute allowance to perform a walk-around prior to starting their next route. A complete pre-trip inspection must be performed and documented prior to starting next route:

- If a bus was parked at a First Student location but was used by another person, the same day (check mileage to ensure it matches) or
- If the bus undergoes mechanical service between runs

66.2 Note: If a driver used the same bus on the same day and parks in the Employer's lot for subsequent routes (mid-day, pm, etc.) and no other driver has used the bus, no other pre-trip inspections or walk around bus checks are required.

Post-trip inspections should be completed after every route. Post trip allowances are:

- 2 minutes total for child search and post-trip inspection to ensure the vehicle is safe for any later routes.

66.3 Reasonable accommodations in allowance time shall be made for individual drivers with a disability.

#### 66.4 EXCEPTIONS:

If any defect or problem is detected in a pre- or post-trip inspection, the driver should file an exception request to be paid for the time required to document and resolve the problem provided the employees combined total time on the run and the inspection exceeded the hourly guarantees in Article 50.1. Exceptions for extra time required for Safety inspections may also be needed when a driver is using a vehicle other than his/her regularly assigned vehicle.



ARTICLE 67 – WAGES - CONTINUED

67.4 Cleaning Wages - Drivers shall be paid at the non-revenue rate to wash, clean and refuel their buses when requested by the Company.

67.5 \*All Wage Increases are effective on the dates indicated above in Article 67 or the first day of school, whichever occurs first.

ARTICLE 68

SAFETY BONUS

Drivers and monitors shall be eligible to receive a safety bonus if they complete a full year without a preventable accident or injury and attend one hundred (100%) of the safety meetings. Determination of preventability will be based on whether the employee in question failed to do everything he/she as a professional reasonably could have done to prevent the occurrence. The bonus amount is \$200.00 per year for drivers and \$100 per year for monitors, to be paid in the last pay period in June.

ARTICLE 69

TERM OF AGREEMENT

This Agreement shall be effective from September 1, 2022 through and including August 31, 2025, except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least ninety (90) days but not more than 120 days prior to the expiration date or any anniversary date thereof.

FIRST STUDENT, INC.  
GOUVERNEUR, NY

UNITED FOOD AND COMMERCIAL  
WORKERS, DISTRICT UNION  
LOCAL ONE

\_\_\_\_\_  
Kyle Manfre  
Area General Manager

\_\_\_\_\_  
Frank C. DeRiso  
International Vice President/  
President, UFCW Local One

\_\_\_\_\_  
Tony DeRiso  
Union Representative