

First Student, Inc. (Lincoln/Smithfield)
Complete Final Proposal

1. Wages (App. A)

	9/1/26	7/1/27*	7/1/28*	7/1/29*
CDL	S1: \$34.00 S2: \$34.00 S3: \$34.00	S1: \$34.34 or PW, whichever is higher S2: \$34.68 or PW whichever is higher S3: \$35.02 or PW whichever is higher	S1: \$34.68 or PW, whichever is higher S2: \$35.37 or PW whichever is higher S3: \$36.07 or PW whichever is higher	S1: \$35.03 or PW, whichever is higher S2: \$36.08 or PW whichever is higher S3: \$37.15 or PW whichever is higher
Non- CDL	S1: \$23.60 S2: \$23.80 S3: \$23.99	S1: \$23.84 or PW, whichever is higher S2: \$24.28 or PW whichever is higher S3: \$24.83 or PW whichever is higher	S1: \$24.08 or PW, whichever is higher S2: \$24.77 or PW whichever is higher S3: \$25.70 or PW whichever is higher	S1: \$24.32 or PW, whichever is higher S2: \$25.27 or PW whichever is higher S3: \$26.60 or PW whichever is higher
Aides	S1: \$22.08 S2: \$22.08 S3*: \$23.60 *step compression	S1: \$22.30 or PW, whichever is higher S2: \$22.52 or PW whichever is higher S3: \$24.37 or PW whichever is higher	S1: \$22.52 or PW, whichever is higher S2: \$22.97 or PW whichever is higher S3: \$25.16 or PW whichever is higher	S1: \$22.75 or PW, whichever is higher S2: \$23.43 or PW whichever is higher S3: \$25.98 or PW whichever is higher

* Based on our understanding from RI DLT, even though the prevailing wage is set each January, increases do not become effective until July 1st if the Employer has a revenue contract in place covering the period between January 1 and June 30. If the DLT changes its interpretation, the parties shall meet to discuss the dates of wage increases.

Trainer Pay: Drivers who the Company selects to work as trainers shall receive their driver rate plus an additional one dollar (\$1.00) per hour when performing such training work when directed by the Company.

2. Healthcare (App. B)

- Effective January 1, 2027, Company will offer 251 HSIP Premium Plan to employees at 65/35 split.
- Annual cost increase capped at 6%
- Effective January 1, 2028, 80/20 split.
- Effective March 1, 2027, employees not selecting the 251 HSIP Premium Plan may select Company provided dental and/or vision benefits at the employee's own cost.

3. Retirement (App. B)

- Effective 9/1/26, Company shall contribute the amounts below per hour paid to a cap of 40 hours per week to Teamster 401k Plan and the Company match shall cease

	9/1/26	7/1/27	7/1/28	7/1/29
Lincoln/Smithfield	\$1.00	\$1.00	\$1.25	\$1.50

4. **Sick Days:** Add the following:

Paid Time Off (PTO) Program

Effective January 1, 2027, the Employer shall provide Paid Time Off (“PTO”) in accordance with this Agreement and applicable Rhode Island law, including the Rhode Island Healthy and Safe Families and Workplaces Act (the “Act”) and the Rhode Island Payment of Wages Act. PTO provided under this section is intended to satisfy the Employer’s obligations under the Act.

The PTO benefit year shall run from January 1 through December 31. Employees who have completed at least one (1) year of service as of January 1 shall receive forty (40) hours of PTO front loaded on January 1.

Employees with less than a one (1) year of service as of January 1 shall accrue PTO at the rate of one (1) hour for every thirty-five (35) hours worked, up to forty (40) hours per benefit year, unless a greater amount is required by law. Employees who reach one (1) year of service during the benefit year shall continue accruing PTO through December 31 and shall be eligible for the front-loaded PTO allotment the following January 1. Employees who remain on the accrual plan for more than one benefit year may carry over unused accrued PTO, up to a maximum of forty (40) hours, or as required by law, until they become eligible for the frontloaded PTO allotment. Upon becoming eligible for the front-loaded PTO allotment, employees shall be eligible to cash out any unused accrued PTO, subject to applicable law.

Frontloaded unused PTO shall be paid out at year-end and shall not carry over, except as required by law. Payouts will occur no later than the second payroll in January. Any separation payment of unused PTO shall be made only to the extent required by applicable law.

PTO may be used in increments that equal the length of a run or task per use, unless a smaller increment is required by law, and shall be paid that the employee’s home to school rate.

Employees may use PTO for reasons covered by the Act and for cancellation days or applicable Company practice. PTO used for Act-covered reasons shall be subject to the Act’s notice, documentation, confidentiality, and anti-retaliation requirements. PTO requested for non-Act reasons, require as much advance notice as possible, but no less than seven (7) calendar days, unless emergency circumstances exist, and must be approved by the Company, which approval shall not be unreasonably denied.

Employees who have accrued, but unused sick time prior to December 31, 2026 shall be paid for such time in the second payroll period in January 2027.

Nothing in this Agreement shall be interpreted or applied to reduce, waive, or limit any right or protection under the Rhode Island Healthy and Safe Families and Workplaces Act, the Rhode Island Payment of Wages Act, or any other applicable federal, state, or local law.

5. **Attendance Bonus (App. B) (all other language remains same)**

- Effective 7/1/27, perfect attendance for the month pursuant to the following payment schedule
 - \$45 dollars (net) first three months
 - \$75 dollars (net) for the following three months
 - \$115 dollars (net) for the following four months

6. **Accident Free bonus (App. B) (all other language remains the same)**

- Monthly Safety Bonus payable the last paycheck the employee receives in June

9/1/26	7/1/27	7/1/28	7/1/29
\$15/mo	\$20/mo	\$25/mo	\$30/mo

7. **Longevity Bonus (App. A)**

Drivers who are paid 650 hours and Aides who are paid 550 hours of Home to School, field trip, sports trip, charter trip and non-revenue work for the previous school year and whose anniversary fell in the previous school year will qualify for a longevity bonus based on their years of service with the company as follows, to be paid in the second payroll period of December for the preceding year.

Years of Service	Year 1	Year 2	Year 3	Year 4
5-9	<u>\$275</u>	<u>\$325</u>	<u>\$350</u>	<u>\$375</u>
10-14	<u>\$375</u>	<u>\$425</u>	<u>\$450</u>	<u>\$475</u>
15-19	<u>\$750</u>	<u>\$800</u>	<u>\$825</u>	<u>\$850</u>
20+	<u>\$1000</u>	<u>\$1050</u>	<u>\$1075</u>	<u>\$1100</u>

For employees whose anniversary fell in the summer, the respective longevity bonus shall be paid in the following year.

Years of employment will be calculated as of September 1 of each year. All years of employment must be continuous. ~~Bonuses will be paid in the first payroll period of annuary of the following year.~~ For the purpose of calculating the longevity bonuses years of employment shall be defined as the years of continuous employment with the employer at either the Smithfield, West Warwick, Lincoln or Metro locations. ~~All payment shall be made in the first payroll period in January for the preceeding year.~~

~~Longevity Bonuses will be paid in a separate live check or direct deposit based on Employee's preference subject to all applicable tax withholdings.~~ All bonuses shall be net taxes.

8. **Holiday Gift Card (App. B):** Effective 7/1/27, increase to \$30

9. **Holiday Party (App. B):** Effective 7/1/27, increase to \$30

10. **Route Doubling (App. C):**

The Company and the Union agree that when a driver and/or aide/monitor is assigned two additional students of another driver, aide or monitor on a mini bus, and ten additional students of another driver, aide or monitor on a big bus, that driver, aide or monitor will begin to accumulate extra hours on the following schedule:

One (1) hour guaranteed minimum or actual time

~~1st time in a 30 day period = .5 hours~~

~~2nd time in a 30 day period = .5 hours~~

~~3rd time in 30 day period = 1 hour~~

~~4th + time in 30 day period = 1 hour~~

In the event the Company requires a driver to perform an entire route or trip instead of their regular bid work, the driver shall receive their regular shift guarantee plus an additional one (1) hour, or time worked, whichever is greater; provided, however, that a driver shall not duplicate or pyramid guarantees.

Accumulated time will count towards 650/550 qualifying hour's bonus program

All Route doubling compensation will be paid out on a weekly basis and treated as income subject to all applicable taxes

11. **Hold Down Drivers (Art. 11.8)**

a) Definition of a hold-down run: When operations are aware of a route driver or attendance who will be absent for a period of 5 or more consecutive workdays, that route will be posted on the bid board as a temporary run.

b) Who can bid on temporary runs: any qualified full-time spare may bid on a temporary run. Casual spares may not bid on temporary runs. If a casual spare wants to change to a full time spare in order to bid on a temporary run, his/her name will go to the bottom of the full-time spare list. All normal bidding procedures will be followed.

c) Hold-down worker privileges and responsibilities: Awarded, the hold down employee has the same privileges as a regular route employee including being able to bid on extra work, holiday pay, and attendance bonuses as applicable. A hold-down employee also has the same responsibilities as a regular route employee. he/she must be available for all parts and days of the route except for using available sick time, personal days, or for a short-term illness that may exceed available sick time but must not require a new hold down to be assigned. Once awarded a hold down route, an employee may not bid on a new hold-down route that interferes with their original one. If a new run is posted that starts after the original hold down run is supposed to end, the hold down employee may bid on the new run with the understanding that if They must keep the original hold down route should the hold down period be extended. Barring above

mentioned approved absences, a hold down employee will lose the route and return to being a full-time spare if unable to comply with these responsibilities.

12. Route Assignments (Art. 11.12)

New Section (f) by moving from Appendix B: “Drivers and/or attendants with a Pre-K or Market Run run can take their run off no more than five (5) times per year with no impact on their attendance bonus or discipline under the attendance policy.”

New Section (g): Market runs shall be allowed to choose if there is early release between their market run and early release HTS.

New: Drivers awarded year long market runs may be allowed to take two (2) unpaid weeks off during the summer.

13. Safety (Art. 12)

The Employer is committed to maintaining a safe and healthy workplace for all employees. In the case of:

- aggressive physical contact resulting from behavior noted in the student’s IEP plan,
- threats or assaults by a student, or
- threats or assaults by a parent,

the employee will file a written incident report with the Company, in a form or technology designated by the Company, explaining the problem. If an employee reports that he/she has been subject to aggressive physical contact, threats or assaults, the Company will investigate and take appropriate action within a reasonable time frame. The Union may request a meeting to review safety concerns with the Company, the Union and the School District in an effort to try and address the problem; provided, however, that the School District retains ultimate control regarding the student’s transportation services. If the aggressive physical contact, threats or assaults listed above are not resolved pursuant to this procedure, the Company shall work with the affected employee and the Union to address the employee’s safety concerns.

14. Safety Meetings (Art. 12.5)

Change last sentence; Employees shall be required to make up missed safety meetings within thirty (30) days, when made available on regular workdays, but not later than June 1st.

15. Seniority – (Art. 13.11)

Employees who transfer from Aide to Driver or Van Driver shall apply 50% of seniority to the applicable step on the wage scale and an incentive bonus of \$25.00 per year shall be paid for each year in excess of 50%. The bonus shall be paid thirty (30) days following the first year in the classification of driver. Employees who transfer from CDL or Van Driver to Aid shall apply their full company seniority to the applicable step on the wage scale.

16. Summer Work – Article 18

Section 1 - 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. Secondly, the Employer shall utilize "spares." Third, the Employer shall require employees to select two (2) weeks for work availability. The list will be broken into one-week periods for the summer work period. Employees may choose the weeks they wish to be available for work on a seniority basis, with senior employees choosing first. Employees may choose consecutive or non-consecutive weeks.—Employees are to remain available to the Employer for the weeks signed up for, being sure to provide all telephone numbers and addresses at which they may be reached. Failure to report to work or unavailability when required shall be considered grounds for the Location Manager to contact unemployment, which may have adverse consequences to the Employee. Fourth, the Employer shall request coverage from its Providence and Pawtucket locations. The Company may utilize other locations in its discretion, but is not required to do so.

Finally, the Employer shall draft off the seniority list in inverse order of seniority with the junior Employees called to work first. Drivers and Aides that work the 'sped' runs shall be offered the opportunity to continue their run during the summer if the run or route number continues over the summer prior to any other Employee being offered the work and shall be entitled to no less than two unpaid weeks off. During the months summer work is performed, guaranteed hours shall apply to all Employees. If the Union believes that this provision is being applied in an unreasonable manner, the Union may request a meeting with the Area General Manager.

~~Section 2 -- Those employees who are selected or volunteer to work shall work for the duration of the summer work period. If an employee has a route that goes all year long they will get two weeks off in the summer if so desired. If employees want to volunteer to work during the summer they should be granted rather than forcing another employee. Volunteers should always be utilized first rather than forcing.~~

~~Section 3 -- Summer work: Employees performing summer work shall be entitled to no less than two weeks off. The Employer may utilize drivers to cover aides (on a voluntary basis) at the driver's home-to-school rate.~~

~~Employees may bid on two weeks off for each summer season by seniority. Employees must notify management of their requested two weeks off one week prior, subject to management approval not to be unreasonably denied. The two weeks off shall not affect eligibility for any bonuses.~~

Effective Summer 2023, All employees who work during the summer shall receive \$6.00/day.

~~Section 4 -- From time to time, the employer will bid on work that is separate and aside from home to school work or regular town work. In the case of a summer project in which the employer intends to mandate people to work, the employer must furnish the union with a complete listing of the runs, schedules, and assignments of work by May 1st. In the event the listing of the runs, schedules, and assignments of work is not available by the agreed-on date, the company will furnish such listings as soon as possible. Within five (5) days of furnishing the list, the company and the union will meet to determine how best to fill the work, using seniority at all times.~~

~~Employees that take one (1) week off during the summer, shall not be counted against any bonuses.~~

Training and dry runs in preparation for such work shall be paid at the employee's regular hourly rate.

17. **Market Runs Summer Work (NEW)**

If an employee voluntarily gives up their market run for the summer, the employee then forfeits the run for the next school year and cannot rebid for any market run the next school year.

If an employee has a market run and chooses to work a home to school that operates in the summer and the market run times conflict with the home to school, that employee will not be forced to forfeit and will be able to keep that market run intact. If the market run is forced to be put as a temporary bid, they shall hold it for the whole summer till the normal school year states.

18. **Yard Person (App. E):**

Delete Appendix E

19. **Housekeeping**

- **Renumber Articles as Needed**
- **Update terms from SEIU to IBT**
- **Update Article 6 to IBT terms**
- **Update minimums language in Article 11.11 to reflect agreed upon guarantees**
- **Update Article 23 to IBT terms and move earlier in the CBA.**

20. **Change of Operation (New) (Universal 14)**

The Employer agrees that prior to the change of locations described below, it shall notify the Local Union in writing and then meet jointly with them to inform them of the proposed changes and to resolve questions raised in connection with the proposed change. The notice will be provided at least thirty (30) days prior to the meeting, unless a shorter time period is required by the circumstances of the change. The Employer and the Union shall reduce to writing all agreed upon issues and both parties shall sign the written document in acknowledgment of such agreement.

The following general provisions shall apply. However, the Company and the Union acknowledge and agree that these provisions may need to be altered to address the specific situation, including but not limited to, District(s) requirements, nature of the change, staffing issues and compliance with the National Labor Relations Act. The Company and the Union shall discuss these issues during their meeting regarding the change. Nothing in this section shall be interpreted to limit the exercise of the Company's management rights. Furthermore, nothing shall limit the Company from determining staffing needs or its decision to have affected employees go through the Company's hiring, onboarding and training procedure.

Whenever the Company, as a result of being awarded new work by a School District(s), tucks in the new work into an existing Company location that is represented by the Union, affected employees who are hired and/or transferred to the existing location, will follow their work, to the extent the work continues to exist, and their seniority shall be endtailed at the existing location. The employees who come over to the new location shall have the right to the existing route(s) they performed prior to the change in location for the first year of working at the location. The provisions of the existing location collective bargaining agreement shall apply to the employees.

* In all scenarios, pay rates shall be governed by recognized seniority and the applicable steps in the CBA. The Company and the Union shall discuss and memorialize whether and to what extent recognized

seniority will be credited for longevity bonuses, if any. Recognized seniority shall be defined as the recognized continuous service with the predecessor. This article shall supersede all other articles in addressing issues of seniority and pay rates.

* Any details not previously agreed upon above shall be memorialized.

21. Drug and Alcohol Rehabilitation (New) (Universal 15):

Employees who voluntarily admit to management that they have a substance abuse or alcohol problem and who wishes to submit to a Rehabilitation Program, may be placed on an unpaid medical leave in accordance with the Company's Drug and Alcohol Policy, as may be amended from time to time, and must comply with all requirements, including but not limited to, return to work requirements. To qualify for voluntary self-referral under this policy, the disclosure must occur before the employee is notified of a required drug or alcohol test, before any policy violation is discovered, and before any disciplinary action related to drug or alcohol use has commenced. A voluntary disclosure made after notification of a required drug or alcohol test, after a positive drug or alcohol test, after a refusal to test, or after any other violation of the Company's Drug and Alcohol Policy will not qualify as a voluntary self-referral and the employee will be subject to termination. Employees who participate in the Company's Voluntarily Self-Referral Policy described here may utilize the Company Employee Assistance Program (EAP), a Union-sponsored EAP, or another Company-approved rehabilitation provider. Any rehabilitation program or substance abuse counselor utilized under this policy must possess appropriate qualifications and credentials, and Company approval of an alternate provider shall not be unreasonably withheld. Successful completion of the program must be completed within the timeframes set forth in the Company's Drug and Alcohol Policy and/or Leave of Absence Policy.

22. New Member Orientation (Art. 6.3) (Universal 16):

Replace with:

During a bargaining unit employee's first week of employment, at least thirty (30) minutes of time (twenty (20) minutes of which shall be paid) shall be allocated to the Local Union for an orientation meeting; further, the Company shall provide the Local Union, on a weekly basis, a list of newly hired employees.

23. Stewards' Rights (Art. 6.4) (Universal 17):

Delete Article 6.2 and modify Article 6.4 with:

The Employer recognizes the rights of stewards and alternates to be on paid time for Weingarten representational meetings and grievance meetings with management, provided such meetings are scheduled with and approved by management, which approval shall not be unreasonably denied. No loss of applicable guarantees shall be suffered. Such paid time shall be limited to four (4) hours per week unless management requires the steward's attendance at the meeting or approves additional time. The Employer also recognizes the authority of stewards and alternates in representing members and shall not limit such authority during representational activities, nor retaliate for such activity.

24. Customer Removal (Art. 7) (Universal 18):

Replace customer removal language in Article 7 with the following:

If the Company is required to remove an employee 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. The Company may involve the Union in discussions only if mutually agreed or if required by law or local

agreement. If the School District maintains its position on the removal of the employee, the Company will meet with the Union to discuss the status of the employee. The Union will be given a copy of the directive requiring the removal of the employee where appropriate. If the directive is not in writing, the Company will request the School District provide a written directive setting forth the reason for the removal. The Company will make every effort to place the employee in substantially equivalent work and earnings when available within the bargaining unit serviced by this Local Union or at another of the Company's locations for which the employee is qualified, either of which should be in the geographic area of the Local Union or in another mutually agreeable location. 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 not initiate or instigate employee removal or customer complaints with the district. The Company shall provide training to the employee in any area of deficiency articulated by the School District in order to assist the employee in correcting any actual or perceived performance or behavioral problems. The Company shall comply with any applicable legal requirements imposed on the Company by R.I. General Law Sec. 16-21-1(f) and 16-21.1-8(e).

25. 180 Day Language (Art. 9.11) (Universal 19):

Replace current 180 day language in Article 9.11 with the following:

Employees in active status will be guaranteed 180 days per school year at their regular pay, including regularly scheduled distance learning days as required by R.I. General Law Sec. 16-21-1(d). For purposes of this section 'active status' means employees who are available and eligible to work. For example, employees on leaves of absence or who take an unpaid day(s) off are not entitled to 180 days guaranteed.

For regularly scheduled distance learning days, the employee must work all their scheduled shifts the day before and the day after to be eligible for pay. For distance learning days that are not known at least forty-eight (48) hours in advance, the employee must work all their scheduled shifts the day before or the day after the day in order to receive pay.

School days without student transportation, not including regularly scheduled distance learning days, that are not postponed to the end of the school year or otherwise planned to be made up at a later date, as determined by the School District, shall be paid their regular pay for those days as part of the 180 day guarantee.

Pay for the days mentioned in this 180-day guarantee section shall be at the regular pay for the regularly scheduled hours, or the applicable minimum guarantees, whichever is greater, on the day that student transportation was not provided. For example, a driver who regularly would have worked six (6) hours on that day shall be paid for those six (6) hours.

Statewide (RIDE) Employees: Statewide (RIDE) employees are entitled to pay on regularly scheduled distance learning days or otherwise cancelled school days that are not postponed to the end of the school year or otherwise planned to be made up at a later date only if RIDE pays the Company for those days. On days when only a portion of the RIDE driver's work is cancelled, the RIDE employees shall be paid only for hours actually worked or the guaranteed minimums, whichever is greater. The Company shall comply with any applicable legal requirements imposed on the Company by R.I. General Law Sec. 16-21-1(d) and 16-21.1-8(c); provided, however, the parties recognize that the Company cannot control RIDE's compliance with any of its obligations under the law.

26. Picket Lines (Universal 20): Add to CBA:

Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place(s) of business, or refuses to go through a picket line due to concerns for his or her safety, or the safety of his/her passengers. Recognizing the special obligation of the Company and its employees to render service to the public, the Union and the Company agree that the presence of a non-Teamster picket or a non-Teamster picket line on or adjacent to the premises of any customer or potential customer of the Company shall not remove the obligation of the employees to render service in the normal routine of Company operations provided such employees are not required to cross a picket line.

Struck Work: It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action or shall such employee be permanently replaced if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees for the Employer or person on strike.

27. Union Leave (Art. 6) (Universal 21): Add new section to Article 6

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided that written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees. Any Union member elected or appointed to serve as a Union official shall upon request be granted a leave of absence for that purpose consistent with the personal leave of absence provision of this Agreement. Upon conclusion of the leave, the employee shall be eligible for rehire without loss of seniority accrued at the time leave was taken, provided the employee is in good standing and is qualified for the position.

28. Personal Leave (Art. 14) (Universal 22): Incorporate the following into Article 14:

Eligibility

The Company agrees that all bargaining unit members who have been employed by the Company for 90 days or more are eligible.

Reason for Leave

1. Eligible employees may utilize a personal leave of absence for non-medical reasons.
2. Personal leaves will not be granted for time off to perform any, including but not limited to work for another employer or self-employment.

Duration

1. A personal leave of absence may be granted for a maximum of 30 days. If needed, employees may request an extension with their Human Resources representative. Personal leaves are extendable for up to additional 30-day increments after HR approval, subject to a 24 month maximum.
2. Eligible employees must take a minimum of three (3) consecutive days off of work.

29. Seniority (Art. 13) (Universal 23): Incorporate the following into Article 13:

Seniority shall prevail at all times. Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the terminal (or terminals) within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this

Agreement. Where the current practice of a Master Seniority List exists, it will continue in effect for the duration of this Agreement. Seniority provisions set forth in local agreements shall prevail over inconsistent provisions set forth herein.

Loss of Seniority: Seniority shall be broken only by:

1. Discharge;
2. Voluntary Quit;
3. Failure to respond to a notice of recall for regular work for seven (7) consecutive days after receiving notice, or by mutual agreement;
4. Unauthorized leave of absence;
5. Unauthorized failure to report for work for three (3) consecutive days when working and on a seniority list;
6. If an employee has not worked for the Employer for twenty-four (24) continuous months, including an employee who is absent because of a non-occupational illness or injury, or approved personal leave.
7. An employee who is absent due to a work-related injury or illness shall not suffer a break in seniority, provided the employee returns to work thirty (30) days after being medically cleared.

Maintenance of Seniority:

No employee shall lose their seniority rights if they perform all things required of them under the conditions set forth in this Agreement, or:

1. If they are laid off except as provided herein;
2. If they are sick or recuperating from some illness or accident except as provided herein;
3. If an employee is on a bona fide union or personal leave of absence
4. If an Employee suffers a loss or suspension of license, or needs to address immigration status, and on an approved personal leave.

30. Bargaining Unit Work (New) (Universal 24): Add new article below:

No person outside of the Bargaining Unit shall be permitted to perform work normally performed by a member of the Bargaining Unit except in the absence of sufficient numbers of Bargaining Unit Employees, or in a recognized emergency. The Company shall hire additional bargaining unit employees when the amount of work justifies such hiring.

The Company does not promote or endorse the leasing of equipment to third parties to be operated by individuals outside of the bargaining unit. The Company shall not lease any equipment to any third party for work that has been previously done by bargaining unit members without seeking to reach agreement between the Union and Company. Such agreement shall not be unreasonably withheld or denied.

The Company may not utilize an outside service, internal entities, or leasing arrangements for work normally performed by a member of the bargaining unit that has previously been performed by bargaining unit employees, without seeking to reach agreement between the Union and the Company. Such agreement shall not be unreasonably withheld or denied.

The Parties understand and agree that the Company's intent is not to diminish bargaining unit work, and the Union's intent is not to restrict the Company from meeting operational or customer needs.

31. Family and Medical Leave (Art. 14) (Universal 25): Incorporate the following into Article 14:

Employees who have worked for the employer for a minimum of seven hundred (700) hours within any twelve (12) month period are eligible for unpaid leave of the type set forth in the Family and Medical Leave Act of 1993 and any related state law that applies.

32. Examinations (Art. 15) (Universal 26):

Modify Article 21.7 second paragraph: "Employees shall be paid two (2) hours ~~one hour~~ for each physical examination at the HTS rate."

Add the following to Article 15:

If a dispute develops between the Employer and the Union as to whether or not the employee is physically qualified to work, the Union and the Employer shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Employer, except when the employee chooses to use his own doctor. The only amount the Employer will be obligated to pay in such instance is the amount that is charged by the Company doctor for service.

Whenever there is an issue regarding any employee's physical well-being and a doctor needs to be used to evaluate him for any reason, the Union will be notified prior to any employee being forced to see a doctor. The Employer also agrees to provide Weingarten rights and access to a steward to any employee in conforming to this Article.

Existing bargaining unit drivers shall be subject to dexterity tests as a condition of employment, where required by law or written school district contract. If applicable, a copy of the school district contract will be provided to the union.

Any random drug/alcohol test not covered by this Article required by the Company shall be paid for at least one (1) hour or time served, whichever is greater, at the employee's rate of pay.

33. Paycheck Discrepancies (App.A) (Universal 27): Replace App. A with the following:

Any payroll discrepancy of \$50 or more, not due to the fault of the employee and promptly brought to the attention of management, will be corrected within forty-eight (48) hours by check, paycard, direct deposit, or an alternative form of electronic payment. Payroll discrepancies of less than \$50 will be corrected in the following week's paycheck. Paycards, or an alternative form of electronic payment will be made available at all locations, and at no cost to the Employee. For purposes of this Article, a "payroll discrepancy" shall mean an error in the payment of regular wages (e.g., straight time, overtime, trip rates, hours worked). A payroll discrepancy also includes failure to pay contractual bonuses on the agreed upon date, failure to pay a grievance resolution within fourteen (14) calendar days (unless there is a different timeframe specified within any Settlement Agreement), and absent a shorter time negotiated locally, failure to implement new wage rates within 45 days of ratification of the new wage rates and a failure to pay retro pay within 60 days of ratification.

In the event that a payroll discrepancy is not corrected within the timeframe above the affected employee will be compensated at a rate of two (2) hours of pay, or 10 % of the total amount owed, whichever sum is greater. For each additional day that an aggrieved employee is not made whole, that employee shall be entitled to an additional hour of compensation.

No payroll discrepancy claim will be rejected on the basis of timeliness if it is submitted to the Company within thirty (30) days of the discovery of the discrepancy.

34. Prevailing Wage Statute (Universal 33):

If Rhode Island state law on prevailing wages (RI General Laws 37-13) is rescinded, modified, altered or amended, the parties shall meet and bargain the effects of that change.

35. Use of Video and Audio (App.D) (Universal 34):

Replace Appendix D with the following:

Section 1: Camera position:

The Company and the Union agree to discuss driver-facing camera positions prior to the implementation of any new camera system. This discussion is intended to ensure that the installed system achieves mutual protection for both students and drivers.

The notice and subsequent discussion are not meant to delay, disrupt or deter the installation of the new system. Rather, the goal is to ensure that camera angles are appropriate for drivers while maintaining the safety of both the driver and the students.

Outward-facing video equipment shall be encouraged to be installed to enforce applicable state or local laws on motorists passing school buses.

Section 2: Data collection and storage

The Company and its agent(s) shall not capture, maintain, scan, index, share or use data stored or transmitted by the installed devices, or otherwise use any data-mining technology, for any purpose other than the purposes authorized in Section 4 below.

Section 3: Technological changes:

In the event the Company desires to implement any change from the Camera system, it shall be required to provide the National Union Committee with written notice of no less than ninety (90) days of its intent to utilize any technological advancement which may impact bargaining unit work in any manner. The National Union Committee agrees that it will meet within thirty (30) days from such notice being received to discuss whether the planned technological change violates any provision of this Agreement, the impact(s) on the unit, intent of the change(s), the timeline for such technological modifications to occur and any discipline that may result from such use. Such implementation of technological advancements shall not occur until the National Union Committee and Company have bargained in good faith to agreement or impasse.

Section 4: Technology Training and Discipline:

The parties agree that all vehicles may be equipped with video and/or audio equipment. The Company will not randomly review audio, video data or other electronic monitoring devices for the purpose of seeking out policy violations. The primary purpose of in-vehicle cameras is for the safety of employees, customers, students/passengers, and the general public, not to support disciplinary action. The Company may use video and audio data for promoting driver safety, protecting drivers, improving operations, complying with legal obligations, and investigating incidents, accidents, or complaints, increasing efficiencies and profitability, and for other legitimate business purposes consistent with applicable law. No employee's personally identifiable information, image, voice, or likeness shall be used for advertising or marketing without the employee's consent.

The existence of a triggering event shall not, by itself, result in disciplinary action or automatically establish a policy violation. However, nothing in this provision shall preclude the Company from using video as part of a good-faith verifiable investigation in response to an incident, accident, complaint, or other directly observed issue.

All drivers shall be notified of the existence of and trained regarding the in-vehicle cameras, including all triggering events. Any discipline resulting from an investigation involving data from in-vehicle cameras shall be in accordance with this Agreement. Further, arbitrary use of such equipment shall be subject to the grievance and arbitration procedure.

36. Supplemental Reference (Universal 35): Add language below prior to Article 1:

This Agreement is supplemental to the Teamsters National Master First Student Agreement in accordance with Article 2, Section 4 of the National Master Agreement. Additionally, in accordance with Article 2, Section 1, of the National Master Agreement, any lesser conditions in this supplement shall be superseded by the conditions contained in the National Master Agreement. However, nothing in the National Master Agreement shall deprive any employee of any superior benefit or term located in this supplement.

37. **Discipline (Art. 7) (Universal 38):** Add Attendance Policy to CBA
38. **Grievance Procedure (Art. 8) (Universal 37):** Add Tri-State as the arbitrator in Article 8

First Student, Inc. (Lincoln FT)
Complete Final Proposal

1. Wages

	9/1/26	7/1/27	7/1/28	7/1/29
Dispatcher*	\$30.00	\$30.90	\$31.83	\$33.42
Service Employee	\$28.50	\$29.36	\$30.24	\$31.75

* Dispatcher CDL Differential: \$0.50/hr for Dispatchers who hold a CDL

	9/1/26	7/1/27	7/1/28	7/1/29
Dispatcher - CDL Start	\$27.00	\$27.81	\$28.64	\$30.07
Service Employee Start	\$25.50	\$26.27	\$27.06	\$28.41

- New employees shall be at the start rate for one (1) year. Thereafter, they shall be at higher rate.

2. One-Time Adjustment Payment: Effective thirty (30) days after ratification, current employees shall receive a one-time adjustment payment of \$400, less customary deductions.

3. Healthcare

- Effective January 1, 2027, Company will offer 251 HSIP Premium Plan to employees at 65/35 split or current Company offerings at Company determined split
- Annual cost increase capped at 6%
- Effective January 1, 2028, only offer 251 HSIP Premium Plan at 80/20 split
- Effective March 1, 2027, employees not selecting the 251 HSIP Premium Plan may select Company provided dental and/or vision benefits at the employee's own cost.

4. Retirement

- Effective 9/1/26, the Company shall contribute the amounts below per hour paid to a cap of 40 hours per week to Teamster 401k Plan.

9/1/26	7/1/27	7/1/28	7/1/29
\$1.00	\$1.00	\$1.25	\$1.50

5. Prevailing Wage when Driving CDL

6. **Vacation and Holiday**

- Dispatcher and Service Employees employed at the Lincoln, RI facility shall continue to receive the same vacation benefits and holidays as all other full time office employees employed by First Student, Inc. If the Company vacation or holiday benefit should change, the parties agree to meet and discuss.
- .The current entitlements will be listed in the addendum,

7. **Sick Days:** Add the following:

Paid Time Off (PTO) Program

Effective January 1, 2027, the Employer shall provide Paid Time Off (“PTO”) in accordance with this Agreement and applicable Rhode Island law, including the Rhode Island Healthy and Safe Families and Workplaces Act (the “Act”) and the Rhode Island Payment of Wages Act. PTO provided under this section is intended to satisfy the Employer’s obligations under the Act.

The PTO benefit year shall run from January 1 through December 31. Employees who have completed at least one (1) year of service as of January 1 shall receive forty (40) hours of PTO front loaded on January 1.

Employees with less than a one (1) year of service as of January 1 shall accrue PTO at the rate of one (1) hour for every thirty-five (35) hours worked, up to forty (40) hours per benefit year, unless a greater amount is required by law. Employees who reach one (1) year of service during the benefit year shall continue accruing PTO through December 31 and shall be eligible for the front-loaded PTO allotment the following January 1. Employees who remain on the accrual plan for more than one benefit year may carry over unused accrued PTO, up to a maximum of forty (40) hours, or as required by law, until they become eligible for the frontloaded PTO allotment. Upon becoming eligible for the front-loaded PTO allotment, employees shall be eligible to cash out any unused accrued PTO, subject to applicable law.

Frontloaded unused PTO shall be paid out at year-end and shall not carry over, except as required by law. Payouts will occur no later than the second payroll in January. Any separation payment of unused PTO shall be made only to the extent required by applicable law.

PTO may be used in increments that equal the length of a run or task per use, unless a smaller increment is required by law, and shall be paid that the employee’s home to school rate.

Employees may use PTO for reasons covered by the Act and for cancellation days or applicable Company practice. PTO used for Act-covered reasons shall be subject to the Act’s notice, documentation, confidentiality, and anti-retaliation requirements. PTO requested for non-Act reasons, require as much advance notice as possible, but no less than seven (7) calendar days, unless emergency circumstances exist, and must be approved by the Company, which approval shall not be unreasonably denied.

Employees who have accrued, but unused sick time prior to December 31, 2026 shall be paid for such time in the second payroll period in January 2027.

Nothing in this Agreement shall be interpreted or applied to reduce, waive, or limit any right or protection under the Rhode Island Healthy and Safe Families and Workplaces Act, the Rhode Island Payment of Wages Act, or any other applicable federal, state, or local law.

8. **Overtime:** The Dispatchers and Service Employees are full-time staff who are regularly scheduled to work forty (40) hours per week. However, they are not automatically guaranteed forty (40) hours of work per week. Overtime shall apply after 40 hours worked in a week.
9. **Unpaid Time Off:** The company shall continue to offer unpaid time off to the Dispatchers and Service Employees as for other full-time office employees as it has prior to this agreement. Such unpaid time off shall continue to be subject to operational need.
10. **Employees Are Not Entitled to Any Other Economic Benefits of the Lincoln/Smithfield CBA**