

First Student, Inc. (Warren)
Complete Final Proposal 10/9/26

1. Wages (App. A)

	7/1/26**	7/1/27*	7/1/28*	7/1/29*
CDL	S1-2: \$29.26 S3: \$33.00	S1: \$29.55 or PW, whichever is higher S2: \$29.85 or PW whichever is higher S3: \$34.00 or PW whichever is higher	S1: \$29.85 or PW, whichever is higher S2: \$30.45 or PW whichever is higher S3: \$35.00 or PW whichever is higher	S1: \$30.15 or PW, whichever is higher S2: \$31.06 or PW whichever is higher S3: \$37.15 or PW whichever is higher
Non-CDL	S1-2: \$22.08 S3: \$22.74	S1: \$22.30 or PW, whichever is higher S2: \$22.52 or PW whichever is higher S3: \$23.48 or PW whichever is higher	S1: \$22.52 or PW, whichever is higher S2: \$22.97 or PW whichever is higher S3: \$24.24 or PW whichever is higher	S1: \$22.75 or PW, whichever is higher S2: \$23.43 or PW whichever is higher S3: \$25.03 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.

**** Barrington Drivers who were hired prior to the start of the 2026/2027 school year shall have their years of continuous services working in Barrington credited for placement on the wage scale.**

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. A)

- Effective January 1, 2027, Company will offer 251 HSIP Premium Plan (replace Allegiant) to employees at 65/35 split.
- Grandfather current employees who receive the 80/20 split until 1/1/28
- 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 (Art. 23)

- Contributions on hours paid with current weekly cap of 40 hrs week.

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

4. **Sick Days (New):**

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 and Barrington Drivers who were hired prior to the start of the 2026/2027 school year 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. **Guarantees (Art. 5.4):** 2.5 AM/PM HTS effective **Year 2**

Fuel Team Guarantee of two (2) hours

Snow Removal Guarantee of two (2) hours

One (1) hour guarantee for snow park

Cold Start paid for time worked, no guarantee

No duplicating or pyramiding of guarantees

6. **Holidays (App. A):** Effective Year 1 add MLK Day (due to elimination of hours requirement in longevity bonus to receive this holiday). Effective Year 4, add Juneteenth (if school is still in session)

7. **Attendance Bonus (App. A) (all other language remains same)**

- Weekly Attendance Bonus to be paid monthly by second pay period the following month

7/1/26	7/1/27	7/1/28	7/1/29
Status Quo	\$20/wk	\$22/wk	\$24/wk

8. **Accident Free Bonus (App. A) (all other language remains the same)**

- Monthly Safety Bonus

7/1/26	7/1/27	7/1/28	7/1/29
\$25/mo	\$35/mo	\$45/mo	\$55/mo

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

Drivers who are paid 700 hours and who are paid 700 hours of Home to School, field trip, sports trip, charter trip and non-revenue work for the previous school year will ~~qualify for one (1) paid Holiday Martin Luther King Jr. Day.~~ In addition, ~~qualifying employees will~~ receive longevity bonuses based on the following schedule:

Years of Service	Year 1	Year 2	Year 3	Year 4
5-9	<u>\$200</u>	<u>\$250</u>	<u>\$275</u>	<u>\$300</u>
10-14	<u>\$300</u>	<u>\$350</u>	<u>\$375</u>	<u>\$400</u>
15-19	<u>\$325</u>	<u>\$375</u>	<u>\$425</u>	<u>\$450</u>
20-24	<u>\$700</u>	<u>\$759</u>	<u>\$775</u>	<u>\$800</u>
25+	<u>\$950</u>	<u>\$1000</u>	<u>\$1025</u>	<u>\$1050</u>

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

No employee will fail to qualify for this benefit unless the Employee has been provided an opportunity to work the required number of hours.

Years of employment will be calculated as of September 1st of each year. All years of employment must be continuous. Provided further that only employees who work/paid 700 hours in previous school year will be entitled to longevity bonus. Bonuses will be paid in the second ~~first~~ payroll period of December ~~January~~.

10. **Holiday Turkey (App. A):** Effective 7/1/27, increase to \$20

11. **Holiday Party (App. A):** Effective 7/1/27, increase to \$25 for end of the year party.

12. **Route Doubling (Art. 11):** Replace with the following;

The Company shall pay drivers and monitors for performing extra routes (in addition to their own bid routes) as follows:

Two (2) hour guaranteed minimum or actual time (if over the 2 hours) for a full extra route.

One (1) hour guaranteed minimum or actual time (if over the 1 hour) for ten (10) additional students of another driver.

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 700/700 qualifying hours bonus program.

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

13. **Leave of Absence (Art. 10) (Universal 22 and 25):** Replace Article 10 with the following:

Section 1: Personal Leave of Absence

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.

Section 2: 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.

~~The Company shall grant an Employee's request for a leave of absence for up to thirty (30) days for a personal reason that is not covered by the Family Medical Leave Act when the Company determines that it can do so without interfering with operational requirements. An Employee must submit a written request to the Location Manager for such a leave thirty (30) days in advance or, as far in advance as possible given their circumstances.~~

Section 3: All such leaves are without pay. During such leave, the seniority of the Employee will not be broken, and the Employee will be reinstated to his/her previous position. An Employee who does not return from an approved Leave of Absence as scheduled shall have his/her route posted for bid. ~~Employees will not be granted a leave of absence during last two weeks of August, the month of September, the month of April, May or the month of June unless leave is for bereavement or is covered by either State or Federal law. An Employee who has been denied a leave of absence and takes a leave anyway will be subject to having their run(s) posted.~~ If the run(s) is still posted at the time of their return, the Employee will be entitled to sign up and be awarded the run(s).

Section 4: Employees shall continue to have the right to reduce their hours and/ or take a leave of absence from their work assignment for reasons of reduction or expected reduction of income from outside government sources, such as but not limited to, Social Security survivors benefits provided that the employees give ninety (90) days' notice of their intent to take a leave for this reason. "Hold down" provisions in Article XI below shall apply in the above circumstances.

14. Mid-Year Route Openings (Art. 11)

If a route becomes open for any reason following the fall route assignment, such route shall be posted for bid for three (3) days, unless the Company does not receive sufficient notice from the customer to allow such a posting. While the opening is posted, the Company may assign any available Employee to perform the work. As stated previously, all special education routes are to be considered year-round routes and must be bid on with the understanding that the successful applicant will be responsible to provide full coverage for said route. All Employees who are of sufficient qualification, compatibility and appropriately licensed, shall be eligible to bid and such bid shall be awarded by classification seniority; provided, however, that no Employee may bid off his/her existing route more than three (3) times ~~one (1) time~~ per task in a school year. In the event a driver's run is eliminated by the Customer and the driver is forced to choose another run, this shall not count as their yearly HTS Bid Off.

15. Kindergarten and Mid-Days (Art. 11)

At the beginning of the regular school year, all available kindergarten and other fixed mid-day work runs will be made available to qualified drivers by seniority. Such work shall also include Fueling.

A returning Employee may elect to keep the kindergarten or other fixed mid-day work run to which he/she was assigned at the close of the prior school year.

The remaining kindergarten or other fixed mid-day work runs will be posted for three (3) days, unless the Company does not receive sufficient notice from the customer to allow such a posting.

Drivers with a K run can take their K run off due to a family emergency/or medical appointment no more than ten (10) times per year. There shall be no impact on attendance bonus or discipline under the attendance policy. [MOVED FROM APPENDIX A]

Employees with fixed mid-day work can choose between such mid-day work or school exam early release days. The remaining work would be put on the applicable bid board.

Qualified Employees will be allowed to select available kindergarten or other mid-day work runs by classification seniority, so long as, in the case of a Driver, he/she is licensed and qualified to drive the equipment on the run.

Once this work has ~~these runs have~~ been assigned, they shall be considered part of an Employee's regular home-to-school route and shall not be reassigned or detached from such route unless by mutual consent of the Company and the affected Employee; provided, however, that if an Employee assigned to both an AM-PM work assignment and a kindergarten or other fixed mid-day work run shall terminate, the AM-PM work and the kindergarten or other fixed mid-day work shall be posted separately for bid as two individual work opportunities as provided in this Policy.

An Employee whose kindergarten or other fixed mid-day run is eliminated shall be allowed to bid on any open kindergarten or other fixed mid-day run if one exists. If no such open run exists, he/she shall be allowed to displace the junior Employee in his/her classification who is assigned such a run, provided he/she is licensed and qualified to drive the equipment required on the run.

16. Spare/Casual Driver Definition (Art. 11)

Replace Unassigned Spare/Casual Driver with the following:

An employee who has a regular start time without a fixed route, with applicable HTS guarantees, shall be classified as a Regular Spare Driver. An Employee who does not have a regular start time, without a fixed route or work assignment shall be classified as a Casual Spare Driver. A Casual Spare Driver shall be required to give work availability for at least one day per month and give such availability at least monthly. All Spare Drivers shall be otherwise qualified to perform the work. Regular Spare Drivers shall be eligible to exercise seniority rights for bidding on HTS routes. Casual Spare Drivers shall only be eligible to exercise such seniority when on a Hold Down.

17. Kindergarten and Other Mid-Day Work (Art. 11)

Amend 1st P: At the beginning of the regular school year, all available kindergarten and other available fixed mid-day runs will be made available to qualified drivers by compatibility and qualifications, as

provided in this Section. This shall include snow team, fueler, sign check and utility work, which shall be bid annually. Any necessary reasonable qualifications shall be included in the job posting.

18. Summer Work (Art. 11)

Special Education HTS Work: All Special Education Personnel will be considered year-round Employees. Such Personnel with less than ten (10) years of continuous employment with First Student, Inc. will be entitled to ten (10) unpaid working days off. Such personnel with more than ten (10) years of continuous employment with First Student, Inc. will be entitled to fifteen (15) unpaid working days off. Requests for unpaid time off, must be received by the Branch Manager thirty (30) days in advance. Such unpaid time shall not be taken when programs are operating.

Remaining summer work shall be filled in the following manner: First, the Employer shall solicit volunteers in seniority order to work on in-district routes, special education routes, camp routes, charters or any other miscellaneous work for the duration of the summer period.

Second, the Employer shall require employees to select two (2) weeks for work availability, utilize “spares” for a minimum of two weeks and more if they are willing to do so. ~~Third, all non-special education Employees will be required to sign up on a “Summer Work Sign-up Sheet” for a period to be determined based on the requirements of coverage at the branch level, with a minimum of two weeks.~~ 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, entire period of time for which they are on-call, 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 Branch Manager to contact unemployment, which may have adverse consequences to the Employee. ~~Summer work assignments will be at the discretion of the Branch Manager, work will be assigned by inverse seniority excluding 230-day staff personnel and after all volunteers have been utilized.~~

Third, the Company shall request coverage from its Tiverton, Portsmouth or Jamestown. The Company may utilize other locations in its discretion, but is not required to do so.

Fourth, if the above methods do not provide sufficient coverage, the Employer shall draft off of the seniority list in inverse order of seniority, with junior Employees called to work first.

In all instances, seniority is to be respected and junior employees are to be assigned to work first.

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.

Special Education Routes – Summer Work Option

Employees bidding and awarded Special Education routes shall retain ownership of their regularly assigned route for the regular school year. Acceptance of a Special Education route shall not, by itself, require the Employee to work summer assignments associated with that route, as set forth below.

Each year, no later than February [x], Employees assigned to Special Education routes shall notify the Employer, in writing, what they elect:

Option A – Summer Participation

Remain assigned to their Special Education or HTS route during the summer program and perform available summer work associated with that assignment.

Option B – Summer Opt-Out

Request to temporarily decline summer work associated with their Special Education route. An Employee exercising this option shall:

- Retain ownership of their bid route for the upcoming regular school year;
- Not lose seniority or bidding rights;
- Return to their regularly assigned route at the start of the regular school year;
- Be treated as a non-special-education Employee for purposes of summer work selection and assignment only (e.g. provide two weeks of summer availability to work, etc.)

An employee's request to opt-out shall only be granted if the Employer successfully obtains coverage from a bargaining unit employee for the summer work associated with the Special Education route. If coverage cannot be secured, the employee must perform the Special Education route during the summer. The Union acknowledges that whether the request can be granted may not be determined until the end of the school year. Furthermore, if a request is granted, but circumstances change that causes the opted-out work not to be covered prior summer commencing, then the employee shall be required to perform the summer work associated with the Special Education Route. Nothing in this provision shall prohibit an Employee who opted out, from accepting other available summer work under the remaining summer work procedures.

19. **Bumping Rights Due to Run Elimination (Art. 11)**

Bumping Rights Due to Run Elimination or Reduction: An employee whose scheduled home to school run is eliminated or who loses one (1) entire tier from their run, may bid an open run or bump a less senior employee with equivalent hours; provided however, the domino effect shall be limited to three (3)

20. **Charter Housekeeping (Art. 22)**

Extra Work Assignments for Drivers

3. In the event of a driver losing their trip due to a cancelation or the trip time is changed so as to conflict with the regular run, the bumped driver shall have the first right of refusal to any extra work on the next appropriate bid board. In the event where a customer has requested multiple busses, and one or more of the busses is canceled, the driver with the lowest amount of yard seniority shall be bumped from the trip and the above cancelation language shall apply. If multiple drivers are affected, the most senior employee shall have the right of first refusal.

5. All trip cancellations shall be posted for transparency.

6.

21. **Charter Committee (Art. 22)**

During the school year, one (1) employee, designated by the Union, for fifteen (15) minutes each award time on Wednesday (noon) that school is in session, will review charter records to ensure charters are being distributed by the Company in accordance with the contractual provisions of this collective bargaining agreement.

22. 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.

23. 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.

24. New Member Orientation (Art. 3) (Universal 16): Add to Article 3:

During a bargaining unit employee's first week of employment, at least thirty (30) minutes of time 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.

25. Stewards' Rights (Art. 3.4) (Universal 17): Add to Article 3.4

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.

26. Customer Removal (Art. 9.7) (Universal 18):

Replace Article 9.7 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).

27. 180 Day Language (Art. 5.4) (Universal 19):

Replace current 180 day language in Article 5.4 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.

28. Picket Lines (Art. 4.4) (Universal 20): Replace Article 4.4 with the following:

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.

29. Union Leave (Art. 3.4) (Universal 21): Add to Article 3.4:

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.

30. Seniority (Art. 7) (Universal 23): Add the following to Loss of Seniority in Article 7:

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.

31. 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.

32. Examinations (Art. 17) (Universal 26):

Replace Article 17 with the following and move Article 16.6 to this Article:

Once per annum and after an employee's first year of service, all examinations, either directed by the Company or required as a condition of employment for employees to perform work in their classification shall be paid for by the Company, provided the examination is authorized in advance by the Company and

completed in a timely manner prior to the expiration of any required examination. After the first year of employment and upon completion of such an examination, and with proper documentation, an employee will be reimbursed for two (2) hours of pay at the employee's regular rate of pay for the time spent in the examination. If the local CBA maintains a clause requiring payment related to time spent in an examination, the employee shall receive the payment under the more lucrative clause, but not both. This payment provision will only apply to the initial examination and shall not apply to any required follow-up examination. In the event that an employee is removed from work by the Company for a fitness for duty examination, and upon examination is determined to be fit for duty, the employee will be made whole by the Company. The employee reserves the right to select a medical examiner or physician that is on the employer's list of providers available near a particular location. The Company agrees to discuss such list of providers, upon request by the Union, and adjust as needed.

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 (New) (Universal 27): Add new article below:

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 (New) (Universal 34):

Add new article below:

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. 18) (Universal 38):**

Add Attendance Policy to CBA

38. **Housekeeping**

- Renumber articles as needed