

MEMORANDUM OF AGREEMENT

First Student (the “Company”) and General Teamsters Local 251, affiliated with the International Brotherhood of Teamsters (the “Union”) (collectively, the “Parties”), intending to be legally bound, agree as follows regarding the employees who are represented by the Union and are employed at the Lincoln, Rhode Island location (“Lincoln”):

The Company and Union entered into a private election agreement (the “Election”) for representational rights to Company employees represented by New England Health Care Employees Union District 1199 (“District 1199”) on May 4, 2026.

As a result of the Election concluded on May 28, 2026, the Company recognizes the Union as the exclusive representative of those employees, subject to the terms of the previous collective bargaining agreement (“Lincoln CBA”) with District 1199.

This MOA combined with the Lincoln CBA shall be acknowledged and agreed as 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with Article 2, Section 1, of the National Master Agreement, any lesser conditions in this supplement shall be superseded by the conditions contained in the National Master Agreement.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.

In the event of a conflict between the Lincoln CBA and the National Master FS Agreement, the National Master FS Agreement shall govern. Thereafter, the Company and Union will bargain a successor agreement, as the Union has already given notice to bargain such, and mutually agree on terms and conditions during that process. The Parties further agree to update all non-substantive names, titles, and internal union terminology as needed.

This Memorandum of Agreement constitutes the complete understanding and agreement between the Company and the Union regarding all matters addressed herein. This Memorandum of Agreement cannot be modified in any way except by express written agreement of the authorized representatives of the Company and the Union.

General Teamsters Local 251, a/w IBT

By:



Date:

6/4/2026

First Student, Inc.

By:



Richard Capriolo, AEM

Date:

6/3/2026

FIRST STUDENT, INC.

AGREEMENT

WITH

NEHCEU,
DISTRICT 1199/SEIU

LINCOLN, RHODE ISLAND

Effective: September 1, 2022

Expiration: August 31, 2026

District 1199
N.E. Health Care Employees Union
319 Broadway
Providence, RI 02909
(401) 457-5099
(401)457-1150 Fax
www.seiul199nc.org

*****NOTE:** Please be advised that this is not a legally binding document but is instead a Spanish translated version of the collective bargaining agreement between The New England Health Care Employees Union, District 1199, SEIU and (First Student, Inc.) covering the period (September 1, 2022 – August 31, 2026) that has been created and distributed strictly for the use and convenience of Spanish speaking members of the collective bargaining unit so you may generally understand your terms and conditions of employment. Please reach out to your 1199 workplace delegate or 1199 organizer at 401-457-5099 if you have any specific questions or concerns regarding your rights under the actual collective bargaining unit in effect between the Union and your Employer.

	Table of Contents	Page
Preamble		4
Article I	Recognition	4
Article II	Non Discrimination	4
Article III	Management Rights	5
Article IV	No Strike/No Lockout	5
Article V	Union Rights	6
Article VI	Delegates	7
Article VII	Discipline and Discharge	8
Article VIII	Grievance and Arbitration	10
Article IX	Hours of Work	12
Article X	Categories of Work	15
Article XI	Route Assignments	17
Article XII	Safety	20
Article XIII	Seniority	22
Article XIV	Leaves of Absence	25
Article XV	Physical Examinations	27
Article XVI	Training	27
Article XVII	Commercial Drivers License	28
Article XVIII	Summer Work	28
Article XIX	Classification and Wages	29
Article XX	Employee Benefits	29
Article XXI	General Conditions	29
Article XXII	Terms of Agreement	32
Article XXIII	Union Security	33

Addendum Charter/ Extracurricular Work Assignment Bid Board Procedure	34
Appendix B Employee Benefits	40
Appendix C Memorandum of Agreements	42
Appendix D Memorandum of Understanding	42
Appendix E Memorandum of Understanding	43

PREAMBLE

This Agreement is made and entered into effective September 1, 2022, by and between First Student, Inc. hereinafter referred to as the "Company" or the "Employer" and District 1199, N.E. Health Care Employees Union, AFL-CIO hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1 - Scope of the Bargaining Unit: The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work and other conditions of employment for that unit of the Company's employees certified in June, 1995, by the National Labor Relations Board in RC 20281, such unit shall specifically include all full-time and regular part-time drivers, special needs aides, monitors, and spare drivers/ spare aides and spare monitors employed by the Employer at its 713 George Washington Highway, Lincoln, Rhode Island facility, but excluding all other employees, office clerical employees, mechanics, monitors, management personnel, guards and supervisors as defined in the Act.

Section 2 - Replacement Facility: This Agreement shall remain in effect as to the employees identified in Section One (1) of this Article regardless of any change of facility and/ or location of operations of the Company, so long as any new facility of location replaces that identified in Section One (1).

Section 3 - Employee Defined: Throughout this Agreement, whenever the term "employee" is used, it shall be deemed to mean an employee covered by this Agreement.

Section 4 - Gender: Throughout this Agreement the masculine shall embrace the feminine and the singular shall become the plural.

Section 5 - Exclusivity: The employer will not assign Lincoln school Department work to anyone other than a Lincoln Bargaining Unit Employee unless directed to do so by the Lincoln School Department for the specific purpose of economizing an out-of-district SPED run. In no case will any Lincoln Bargaining Unit Employee be displaced or replaced.

ARTICLE II NON DISCRIMINATION

Neither the Company nor the Union shall discriminate against any

employee in violation of a relevant federal, state, or local statute, including the National Labor Relations Act, as amended.

ARTICLE III MANAGEMENT RIGHTS

Section 1 - Existing Rights: The employer retains, solely and exclusively, all the rights, powers and authority exercised or had by it prior to the time the Union was recognized as the exclusive collective bargaining agent of the employees covered by this Agreement, except as expressly limited by a specific provision of the Agreement.

Section 2 - Integration With Other Operations: Beyond the specific rights reserved by the Company by provision of Section 1 of this Article, the Company further retains the right to assign members of the bargaining unit to perform work in other Company operations and facilities not covered by this Agreement and to assign non-bargaining unit employees to perform the work generally performed by members of the bargaining unit; provided, however, unless agreed to by the Union, the Company may not assign a driver or aide from another of its operations or facilities to work in the facility identified in the Recognition Article of this Agreement while a member of the bargaining unit in the same classification is assigned to another terminal, and no employee shall be required to accept such assignment to work in another facility if such assignment would require the employee to work more hours than he is regularly scheduled to work or to earn less pay than he would normally receive. Nothing in this Section shall give the Company the right permanently transfer a member of the bargaining unit to a location other than that identified in Article 1 one this Agreement. The exercise of this right by the Company shall not give rise to a claim by the Union to represent any of the Company's employees not specifically identified in the Recognition Article of this Agreement.

Section 3 - Work-Rule Notification: The Employer shall have the right to establish, change, modify and implement reasonable rules governing and regulating the conduct of employees. Said rules shall not be in violation of the express terms and provisions of this Agreement. Employee's failure to abide with said rules shall constitute grounds for disciplinary action including discharge. New or modified work rules shall be sent to the Union ten (10) days in advance of implementation. If the Union feels that such rules are in violation of the Agreement, the Union shall grieve within ten (10) calendar days of receipt of notice through the grievance and arbitration process as outlined in this Agreement. The Company may implement the work rule despite the existence of a grievance, and the sole issue before the arbitrator at Step IV of the Grievance and Arbitration Procedure, shall be whether the work rule is in violation of

the express terms and provisions of this Agreement.

ARTICLE IV NO STRIKE - NO LOCKOUT

Section 1 - No strike: During the term of this Agreement neither the Union nor its agents or representatives, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, sympathy strike, sit-down, slowdown, or any refusal to enter the Company's premises, or any other interference with any of the Company's service or operations.

Section 2 - Included Prohibitions: The prohibitions of this section shall apply whether or not:

- (a) The dispute giving rise to the prohibited conduct is subject to arbitration;
- (b) Such conduct is in support of a work stoppage or picketing conducted by any other organization or by this organization with regard to any other bargaining unit, and;
- (c) Such prohibited conduct is in protest of an alleged violation of any state or federal law.

Section 3 - Union Obligation: If any conduct prohibited by this section occurs, the Union shall immediately do everything reasonably within its power to terminate such conduct.

Section 4 - Discipline: Any employee who participates in any activity prohibited by Section One (1) of this Article shall be subject to discharge or to such lesser discipline as the Company at its discretion shall determine; provided, however, that such employee shall have recourse to the grievance and arbitration procedure of this Agreement.

Section 5 - No Lock-out: The Company agrees that there shall be no Lock-out of employees by the Employer during the term of this Agreement.

Section 6 - Reserved Rights: It shall not be a violation of this Agreement, and it shall not be cause for discharge of disciplinary action for an employee to refuse to enter upon any property involved in a sanctioned, primary picket line.

ARTICLE V UNION RIGHTS

Section 1 - Union Visitation: The Union may designate in writing to the Company the name of the Union Representative and alternate(s) assigned to the Company's Lincoln facility. The Representative or alternates so designated shall be allowed to visit the Company's Lincoln facility at reasonable times for the purpose of administering the terms of this Agreement, providing he first speaks with the Terminal Manager by telephone before proceeding into the facility. Such visits shall not interfere with the performance of work by an employee covered under the Agreement.

Section 2 - Union Bulletin Board: The Company shall allow and provide the Union with a locked bulletin board in the room used by the bargaining unit employees exclusively for its own use. All material posted on the Union bulletin board shall be approved and initialed in advance by the designated Union Representative or alternate and shall be shown to the Terminal Manager before being posted. A copy of such notice shall also be promptly sent to the Division Manager. Upon approval of the Location Manager, the Union shall have the right to distribute in employee mailboxes such material approved and initialed in advance by the designated Union delegate or alternative with at least twenty-four (24) hours advance notice to the Location Manager.

Section 3- New Hire Orientation: The Union shall have twenty (20) minutes of paid orientation time with all new hires: this meeting will be setup by management and must be attended by new hires within the first week of work. Management will absence themselves from the room for the duration of the meeting. The Company shall notify the Union delegate of new hires within seven (7) calendar days of the employee commencing work in the yard.

Section 4- One (1) member of the bargaining unit shall be permitted to attend the meetings of the Executive Board of the Union. The Employee must be a member of the Union's executive Board. This time shall be compensated by the employer and shall not affect any bonuses

ARTICLE VI DELEGATES

Section 1 - Designation of Delegates: The Union may, at its option, designate one (1) employee for every twenty (20) bargaining unit employees to serve as The Union will notify the Division Manager or designate, in writing, of such designation, and no employee not so designated will be recognized as a steward or be allowed to represent any other employee with respect to the administration of the Agreement.

Section 2 - Delegate Duties: A Delegate may investigate, present, process and resolve a grievance; provided however, that a Delegate must first perform all of his duties and assignments as an employee in the same manner as all other employees and shall not leave his work station or otherwise interrupt his normal duties to function as Delegate or conduct any Union business unless expressly authorized in writing to do so by the Manager.

Section 3 - Prohibited Activity: A Delegate shall have no authority to take strike action or any other work stoppage or interruption of the Company's business or to direct, instruct, or in any way facilitate such action by others except as authorized in advance by official action of the Union. A Delegate engaging in such prohibited activity will be subject to discipline up to and including discharge. Any such discharge can be reviewed through the Grievance and Arbitration Procedure provided in the agreement.

Section 4 - Maintenance of Earnings: A Delegate who misses any part of his normal work schedule because of being required by the Company to represent an employee shall be made whole by the Company for any wages lost during such required activity. Similarly, if an employee requests a delegate to represent him at a meeting which the employee reasonably believes could result in discipline, then that delegate shall be made whole for lost wages, if any. Delegates shall be paid at HTS rate when requested to attend a meeting with management, including informal meetings initiated by management.

ARTICLE VII DISCIPLINE AND DISCHARGE

Section 1 - Discharge: No employee may be disciplined or discharged without just cause or without Union Representation and a meeting with the Location manager or his/her designee. Offenses constituting just cause for which any employee may be discharged with the approval of the Division Manager without prior warning include but shall not be limited to:

- (a) participation by an employee in activity proscribed by the provisions of Section 1 of No Strike-No Lockout Article of this Agreement;
- (b) involvement (as a Company vehicle operator) in a preventable traffic accident, in which anyone is injured or serious damage results; all incidents shall require a police report to be filed
- (c) conviction (including a plea of "no contest") of a felony, misdemeanor or vehicle code violation arising out of the operation of a motor vehicle and involving alcohol or drugs;

- (d) failure to obey instruction of a public safety official on Company time or property;
- (e) allowing an unauthorized person to board a Company vehicle (except for a non-student boarding at a school when the driver is presented with written and signed authorization to do so from the contracted customer or for an obvious school aged passenger, regardless of location, which the driver reasonably and objectively believes he has an obligation to transport;
- (f) possession or use of alcohol or drugs (except prescription drugs approved in advance by the Company) on Company time or property;
- (g) refusal to submit to a physical examination when ordered to do so or to submit to a drug and alcohol screen as provided in Appendix "C" of this Agreement;
- (h) fighting or threatening, intimidating or coercing anyone on Company time or property;
- (i) insubordination;
- (j) deliberately damaging, destroying or defacing the property of the Company or that of another employee;
- (k) engaging in any form of employment or self-employment while on a leave of absence that conflicts with the reason for the leave of absence without the prior written approval of the Company;
- (l) job-related dishonesty;
- (m) failure to notify his supervisor immediately should any license be suspended, revoked, denied or expired or failure to report any motor vehicle moving violation within thirty (30) calendar days of receipt; or
- (n) reckless or careless use of a company vehicle or equipment
- (o) possession of guns, ammunition, explosives or other weapons on First Student company property or First Student time or
- (p) leaving a vehicle unattended with a student or child on board.

Section 2 - **Progressive Discipline:** In addition to the conditions provided in Section 1 of this Article, an employee may be properly discharged for just cause upon receipt of four (4) written warnings during a twenty-four (24)

month period. With each such written warning, the discipline imposed shall not exceed the following:

- (A) Verbal Warning -- Written confirmation of the verbal warning shall be placed in the employee's personnel file.
- (B) Written Warning - A copy of the written warning shall be placed in the employee's personnel file.
- (C) Three Day Suspension - Three day disciplinary suspension without pay.
- (D) Discharge

Attendance and Accident policies provide for different progressive discipline and different lengths of time for retention of discipline. Attendance policy provides for a clean discipline record for attendance violations for each school year.

Section 3 - Disciplinary Notice: The Company shall furnish within two business days, absent extenuating circumstances the affected employee and the Union delegate and/or business agent with written notice of discipline imposed under this Article; provided however, that the affected employee shall be required to sign such notice. The employee's signature shall certify only that he has received such copy. If Employer's discipline is not on a timely basis, it shall be null and void.

CUSTOMER REMOVAL:

If the Company is required to remove a driver from an Employee at the School District's/RIDE's request, the Company agrees to make every effort to discuss the matter with the School District, RIDE, the Union and Employee and delegate within seven business days to attempt to adjust or resolve the issue. If the School District/RIDE maintains its position on the removal of the Employee the Company the Union and the Employee will meet to discuss the status of the driver. At such a meeting The Union will be given a copy of the directive requiring the removal of the Employee. If the directive is not in writing from either the school or the Company, 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 within the bargaining unit serviced by this Local Union or at another of the company's locations for which the driver is qualified, either of which should be in the geographic area of the Local Union or in another mutually agreeable location. The Company shall not initiate or instigate employee removal or customer complaints with the district. When possible, 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 problems.

To the extent that House bill 6118 A which was enacted July 9, 2021, impose any obligations on the Company, the Company shall comply with the law.

ARTICLE VIII GRIEVANCE AND ARBITRATION

Section 1 - **Grievance Defined:** A grievance shall be defined as a claim by an employee or by the Union that the Company has violated a specific, written provision of this Agreement. Only an employee covered by this Agreement or the Union may file a grievance under this Agreement.

Section 2 - **Representation:** A grievant may elect to be represented by a Delegate and/or by the designated Union Representative at any step of the grievance procedure.

Section 3 - **Grievance Procedure:** The grievance procedure provided herein shall be the sole and exclusive remedy for an alleged grievance under the Agreement and the result achieved through the application of the procedure shall resolve a grievance for all purposes. The following procedures apply in all cases:

A. The specific steps provided for throughout the Article, as well as the time limits for each, are intended by the parties to be followed strictly in all cases, except where the parties shall agree in writing to delete or to add steps or to extend specific time limits. Any failure by the Company to respond within the time limit provided for each step shall have the same result as that of a timely negative response in that the grievance may be pursued to the next step. Any failure by the grievant or the Union to comply with the specific steps and time limits shall result in the grievance being barred for all purposes.

B. **STEP ONE:** A grievance unresolved orally between the employee and supervisor shall be taken up at the first step by the grievant in writing with his immediate supervisor not later than five (5) working days after the grievant first knew or could reasonably have known of the fact giving rise to it. The supervisor shall respond in writing within five (5) working days of receipt of the grievance.

C. **STEP TWO:** A grievance filed at this step must have been properly filed in STEP ONE and must be filed not later than five (5) working days after the supervisor's response in STEP ONE. If the supervisor fails to

respond in STEP ONE, a grievance must be filed not later than five (5) working days after the time limit for the supervisor's response has expired. The Division Manager or his designated representative shall schedule and hold a grievance hearing with the grievant and one union representative not later than ten (10) working days after receipt of the written request for review under this paragraph. The Division Manager shall respond within ten (10) working days of a receipt of a grievance meeting held under this step.

D. STEP THREE: If the grievance is not resolved at STEP TWO, the grievant may notify the District Director of Operations in writing of his desire to have his grievance heard by the Director or his designated representative. A grievance filed at this step must have been properly filed in STEP ONE and STEP TWO and it must be hand delivered or postmarked not later than ten (10) working days after the Division Manager's written response in STEP TWO. If the Division Manager fails to respond to STEP TWO, a grievance filed at this step must be hand delivered or postmarked not later than ten (10) working days after the time limit for the Division Manager's response has expired. The District Director of Operations shall contact the grievant or the Union in writing not later than ten (10) working days after receipt of the written request to schedule a grievance hearing. The District Director shall hold a grievance hearing with the grievant and up to two (2) union representatives at a reasonable time and place within fifteen (15) working days. The District Director of Operations shall respond in writing to the grievant and the Union not later than ten (10) working days after completion of the hearing.

Section 4 - Grievance Arbitration: If the grievance is not resolved in written response provided for the STEP THREE and if both parties have adhered to the express time limits in this Article, the Union may file Arbitration. Such filing must take place not later than ten (10) working days after the date on which the written response from the District Director of Operations is due under STEP THREE.

(A) The arbitrator shall be appointed by the Company and the Union from a panel of arbitrators supplied by the American Arbitration

Association. If a panel is obtained as provided herein, selection of the Arbitrator shall be made in compliance with the rules and regulations set forth by the American Arbitration Association.

(B) The arbitrator shall have no authority to:

1. add to, delegate from, amend, or in any way disregard any of the terms of this Agreement;

2. accept for submission any issue other than that a specific provision of the Agreement has been violated by the Company;

3. fashion a remedy in any grievance in which he fails to find that the specific, written provision of the Agreement alleged by the Union to have been violated by the Company, has, in fact, been violated;

4. accept for submission or render an award in a grievance in which the specific procedures of this Article, including the express time limits at each step have not been adhered to; or

5. fashion a remedy in any grievance that is inconsistent with the terms or conditions of the Revenue Contract.

(C) The compensation and expenses of the Arbitrator shall in all cases be shared equally by the parties. The parties shall be responsible for their own legal and witness fees.

Section 5 - Binding Decision: The decision of the Arbitrator shall be final and binding upon both parties and any award made shall be put into effect promptly, but in no case later than thirty (30) calendar days following the date of the award, unless a later date is provided for the Arbitrator's award.

ARTICLE IX HOURS OF WORK

Section 1 - Regular Work Day: The regular work day shall be determined by the requirements of the transportation's schedule developed by the Company and its revenue customers.

Section 2 - Regular Work Week: The regular work week will normally be Sunday through Saturday. Employees will be paid on Fridays. The Employer shall provide punch-in/punch-out detail upon request.

Section 3 - Overtime: An employee shall be paid time-and-one-half (1 1/2 times) the straight time rate of pay in effect for all home-to-school, extra curricular, non-revenue and charter hours, as defined in the Article "Categories Of Work" of this Agreement, consistent with Federal and State laws. Any change after the effective date of agreement that would reduce hourly rates for forty (40) hours in a week or Sunday; Holidays shall not result in a reduction in bargaining unit employees hourly pay rate.

Section 4 - Guaranteed Hours - Driver's: Except as provided in "Delayed Starting Time" of this Article, a Driver who reports to work as scheduled at the time of his shift and who does not absent himself from any part of the shift shall be guaranteed two (2) hours of work or pay for an A.M. run and two (2) hours of work or pay for a P.M. run. If a driver is assigned a kindergarten or noon run and he reports to work as scheduled at the time of such shift and does not absent himself from any part of the shift, he shall be guaranteed one (1) hour of work or pay for such kindergarten or noon run. If a driver is assigned a late run and he reports to work as scheduled at the time of such shift and does not absent himself from any part of the shift, he shall be guaranteed one (1) hour of work or pay for such late run. No employee shall be guaranteed more than a total of four (4) hours of work or pay in a work day, unless he is assigned a kindergarten or noon run, in which case, under the provisions of this Section, he shall be guaranteed a total of five (5) hours and/or a late run, in which case, under the provisions of this Section, he shall be guaranteed a total of five (5) or six (6) hours. There shall be no guarantee or minimum number of hours for any other work performed during a work day. Effective Year 4 of the CBA (2025-2026 School Year), the AM and PM guarantees shall be 2.75 hours.

Section 5 - Compensated Time - Driver's: A driver will perform and document a pre-trip inspection on his assigned vehicle once per day prior to his first pull, will keep his vehicle clean and will fuel vehicle when necessary. When pre-trip inspection, cleaning and fueling on assigned vehicle can be accomplished within the two (2) hour minimum guarantee, as stated in "Guaranteed Hours - Driver's" Section of this Article, or the assigned route has fifteen (15) minutes per day of idle, compensated time, no further compensation for stated activities will be made. Fifteen minutes per day will be built into each A.M. route time for those routes that exceed the two (2) hour minimum guarantee, as stated in "Guaranteed Hours - Driver's" Section of this Article, and do not have fifteen (15) minutes of idle, compensated time, per day to compensate for pre-trip inspection, cleaning of vehicles and fueling bus. When a driver is instructed or required by the Company to complete a pre-trip inspection or clean a vehicle other than the driver's assigned vehicle, the driver will be compensated 15 minutes. When a driver is instructed or required by the Company to fuel a vehicle, the driver will receive a minimum of fifteen (15) minutes pay or actual time for fueling vehicle. Driver's shall continue to earn the rate in effect for the work being performed for all time in which he is required to remain on duty in the event of delay occasioned by inclement weather, vehicle breakdown, road construction or traffic accidents, as long as, the driver documents such instances and notifies the Manager in writing, additional compensated time will be at the approval of the Manager.

Driver's will be compensated at their appropriate HTS rate for all work

performed for the employer including meetings in which attendance is made mandatory by the Company, completion of reports required by the Company and dry runs required by the Company.

Section 6 - Guaranteed Hours - Aides/Monitors : Except as provided in "Delayed Starting Time" of this Article, an Aide or Monitor who reports to work as scheduled at the time of his shift and who does not absent himself from any part of the shift shall be guaranteed two (2) hours of work or pay for an A.M. run and two (2) hours of work or pay for a P.M. run. If an Aide or Monitor is assigned a kindergarten or noon run and he reports to work as scheduled at the time of such shift and does not absent himself from any part of the shift, he shall be guaranteed one (1) hour of work or pay for such kindergarten or noon run. No employee shall be guaranteed more than a total of four (4) hours of work or pay in a work day, unless he is assigned a kindergarten or noon run, in which case, under the provisions of this Section, he shall be guaranteed a total of five (5) hours. There shall be no guarantee or minimum number of hours for any other work performed during a work day. Effective Year 4 of the CBA (2025-2026 School Year), the AM and PM guarantees shall be 2.75 hours.

Section 7 - Compensated Time - Aides/Monitors: An Aides or Monitor's compensated time shall commence when he reports to work as scheduled at the terminal by the Manager. An Aide or Monitor shall suffer no loss of pay as a result of a Driver failing to pick him up as scheduled, provided the Aide or Monitor is available for such pick- up. An Aide or Monitor shall be compensated when required to remain with a driver who is fueling a vehicle, provided the Aide or Monitor documents such instances and notifies the Manger in writing, additional compensated time will be at the approval of the Manager. Aides and Monitors will be compensated at their appropriate HTS rate for all work performed for the Employer as well as any meetings in which attendance is made mandatory by the Company, completion of reports required by the Company and dry runs required by the Company.

Section 8 - Delayed Starting Time: An employee who reports to work as scheduled and whose route is delayed shall be compensated with the time he reports rather than commencing with the time he actually begins work, unless notice of the delay was broadcast on local radio or TV or internet at least one (1) hour prior to his/her scheduled starting time.

Section 9 - Court Appearance: An employee who is required by the Company to appear in court for the purpose of testifying on behalf of the Company shall be paid for all hours of work lost because of such appearance nor shall any employee lose any bonus they might be entitled to.

Section 10 - Reassignments: In any instance when an Employee is

temporarily reassigned by management to a route that is not their own due to operational need, the Employee shall be compensated for the number of hours of their original run or the number of hours of the route they are temporarily covering, whichever is greater. There shall be no instances in which an Employee experience loss of pay. Managers will not arbitrarily reassign runs.

Section 11. 180 Day Guarantee: Employees in active status will be guaranteed 180 days per school year at their regular pay, including regularly scheduled non-operating or distance learning school days, provided that the employee works all his/her scheduled shifts the day before and the day after a day where no student transportation service is provided. For regularly scheduled distance learning days, the employee must work all his/her scheduled shifts the day before and the day after a day where no student transportation service is provided in order to receive pay. For distance learning days that are not known at least forty-eight (48) hours in advance, the employee must work all his/her scheduled shifts the day before or the day after the day where no student transportation service is provided in order to receive pay. For purposes of this section, military, bereavement, and court service shall be considered as hours worked. 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.

ARTICLE X CATEGORIES OF WORK

All categories of work shall have the following documentation:

Time work came in
Time the work posted
Time the work was awarded.

Section 1 - Home-to-School Work: Home-to-School work shall consist of picking up/ dropping off students at a prescribed location to and from school, in which, the Company has a signed revenue contract to provide stated service with a school district. Home-to-School work is the primary reason for the Company's business and shall take precedent over all other work.

Section 2 - Extra-Curricular Work: Extra-curricular work shall be defined to include field trips, athletic trips or other non-regularly scheduled transportation activity performed for any school district, in which, the Company has a signed revenue contract.

Section 3 - Charter Work: Irregularly occurring, revenue producing driving work that is performed for a customer with whom the Company does not

have a Home-to-School revenue contract.

Section 4 - Non-Revenue Work: Non-Revenue work includes, but is not limited to: office work, filing, typing, custodial, fueling, inspection, snow team, drug and alcohol testing and shuttling.

Section 5 - Extra Work sign-up: All qualified employees wishing to be considered for extra work assignment shall sign up on an Extra Work roster, to be completed at the start-up meeting prior to each new school calendar year. Sign-up rosters will be provided by the Company. If an employee refuses extra work for which they signed for and awarded during a school year on three (3) separate occasions, the employee will no longer be able to sign for extra work during that school year. The Company will maintain five (5) rotating work rosters for 1) weekday charter work, 2) weekend /holiday charters ,3) inspections, 4) non-revenue and 5) last minute. Work rosters will be established by the Company after the start-up meeting but prior to the first day of school. Employees who signed-up at the start-up meeting will be entered onto the appropriate rotating roster by seniority. Employees who do not sign up at the start-up meeting for extra work opportunities will notify the Manager and will be entered at the bottom of the appropriate rotating roster.

Section 6 Last Minute Work Roster: - Sign up list for last minute work, work that is received less than 48 hours notice, shall be posted at the beginning of school year (Employees may add or delete their name at any time during the year). The employer will call/recruit off of this list for any last-minute work that comes in. The employer can assign work to first available driver who accepts assignment. Rotation will begin with person on list after the Employee assigned work (delegates may request supporting documentation on work assignments from the Terminal Manager).

Work within the same day will be assigned by seniority by first available employee. The company will attempt to reach the employees by 2-way radio, cell phone, and home phone until someone accepts the work. Any unsuccessful attempt to reach the next senior employee will be cause for the company to proceed immediately to the next employee.

Section 7 - Charter Work Assignments: Shall be accomplished as prescribed in Addendum to this Article, "Charter/Extracurricular Work Assignment, and Bid Board Procedure".

1. Qualified driver's will not be allowed to bid on work that conflicts with their assigned HTS routes.

Section 8 - Non-Revenue Assignments: Shall be accomplished by the Manager by utilizing a rotating list for any qualified employee who has signed-up.

Section 9 Inspections - shall be accomplished by the manager utilizing the rotating roster list for any qualified employee who signed up

Section 10 - No qualified driver can bid on any type of extra-work that conflicts with their assigned route. The Company will not assign non-revenue work to a qualified driver that conflicts with that driver's assigned route. The Company will not take a driver off an assigned Home-To-School route to perform extra work, unless by not doing so, would jeopardize the ability of the Company to provide service to the school district. Extra work that conflicts with assigned routes will be done whenever possible by Spare Driver's.

Section 11 - Work Qualifications: In order to qualify for a category of work under this Agreement, an employee must possess all required current licenses and certificates.

Section 12 - Canceled Work: If the Company fails to notify a Driver that the Charter Work has been canceled whether it's the fault of the Company or the paying customer, and the Driver consequently reports as scheduled, he shall be paid for two hours at the appropriate rate of pay. If The company fails to notify a driver whose only work that day is Charter work has been cancelled whether it's the fault of company and driver consequently reports as scheduled he/ she shall be paid three (3) hours at the appropriate rate of pay

If a driver reports on a Saturday, Sunday, or Holiday for a charter or sports trip (excluding a drop and pick) that was scheduled at least 3 hours in length and is cancelled on site and no other comparable work is available, they will be paid 3 hours

If the Employee is notified of a cancellation in advance of report time, or in the alternative of receiving cancellation pay *at the Employees choice, the affected Employee shall have the first offering of next week's comparable trips on the appropriate wheel. If the Employee does not pick from the following week's trips they will lose their opportunity

Section 13 Missed Opportunity: If a driver is bypassed in the assignment of Extra Work, he shall be paid at the appropriate rate of pay for the work opportunity lost, and the time will be determined by the driver who performed the missed work opportunities trip ticket.

Section 14 - ALL Work Records: Upon written request by the Union, the Company will make available to the Business Agent or Delegate its relevant

charter work records.

ARTICLE XI ROUTE ASSIGNMENTS

Section 1 - Review of Routes: All routes and work assignments shall be subject to review and reassignment as provided in this Article. The Company will determine the number of bid periods and their frequency based upon its legitimate business needs and the desires of its contracting entities; provided, however, all open work assignments will be bid no less often than once per year.

Any Employee losing their run from the previous year shall have the opportunity to bid on any open runs by seniority. If there are no open runs that equal their original run, they shall have the opportunity to bump the least senior with equal hours to what they had

Section 2 - Notification of Intention to Return: An employee intending to return to work for the Company at the start of the fall school year shall, on a form provided by the Company and made available to the employee prior to the last day of the school year, notify the Company of his intention to return by July 1st. The employee may return the form to the Company in person or by mail. Provision shall be made on the form for an employee to elect to keep the same general work assignment for the Fall to which he was assigned at the close of the prior school year and, so long as such general work assignment continues to exist, he shall be allowed to retain it. An employee may so notify the Company by certified mail postmarked not later than July 1st or in person on a sign-up list maintained at the Company's facility. An employee so notifying the Company shall be considered a Qualified Returning Employee under this Article and shall only be allowed to participate in the fall route bidding as provided in Section 9 of this Article.

Section 3 - Notification of Route/Work Assignment: The Company shall notify each Qualified Returning Employee of the date of the fall Route/Work Assignment Day. Route/Work Assignment Day shall be held as soon as is practicable after routes have been determined by the Company and the School District.

Section 4 - Route Assignment & Bidding: A Qualified Returning Employee who reports as instructed on Route/Work Assignment Day, and all new employees shall be allowed to bid on available routes and work assignments in order of classification seniority, provided, however, that an employee must be fully qualified and licensed to perform all of the work involved in the assignment for which he is bidding.

Section 5 - Unqualified Returning Employee: An Unqualified Returning Employee may report on Route/Work Selection Day but shall not be allowed to bid on a route assignment until all present Qualified Returning Employees and all new employees electing to bid have been assigned routes. An Unqualified Returning Employee must be fully qualified to perform all of the work involved in the assignment for which he is bidding. If more than one (1) Unqualified Returning Employee reports on Route/Work Selection Day their bidding order, relative to one another, shall be determined by classification seniority.

Section 6 - Assignment of Remaining Work: Any route or work assignment remaining unassigned following the application of the procedures provided in Sections 4 and 5 of this Article shall be offered by the Company to qualified Spares in the appropriate classification in order of seniority; provided, however, if no appropriately classified Spare voluntarily accepts the work assignment, the Company may assign the work to the least senior of such Spares and he shall be required to accept the assignment. In the event that the least senior spare was originally hired by the Company with expressly stated restrictions on his availability for work, the Company will honor those pre-hire availability restrictions and the least senior spare without such pre-hire availability restrictions shall be required to accept the assignment. No non-Lincoln bargaining unit employee shall be permitted to bid on Lincoln run without first transferring to Lincoln and complying with the bidding and Union security provisions of the contracts.

Section 7 - Unassigned or Spare Driver or Aide: An employee who has not been assigned a fix route or work assignment as provided in the Article shall be classified as an Unassigned or Spare Driver or Aide, as appropriate.

Section 8 - Hold-Down Assignments: An employee on medical leave of absence shall be allowed to resume his fixed route assignment upon his return and said route assignment shall, during his absence, be offered as a Hold-Down by the Company to a Stand-by or to an unassigned or Spare in the appropriate classification in order of seniority; provided, however, if no appropriately classified Spare voluntarily accepts the work assignment, the Company may assign the work to the least senior of such Spares and he shall be required to accept the assignment. In the event that the least senior spare was originally hired by the Company with expressly stated restrictions on his availability for work, the Company will honor those pre-hire availability restrictions and the least senior spare without such pre-hire availability restrictions shall be required to accept the assignment.

Section 9 - Mid-Year Route Openings: If a route comes open for any reason following the fall route assignment, such route shall be posted for bid the three (3) days. While the opening is posted, the Company may assign

any available employee to perform the work. All qualified and appropriately licensed employees shall be eligible to bid and such bid shall be awarded by classification seniority; provided, however, that no employee may bid off his existing route more than one (1) time in a school year. A route vacated by a successful bidder shall be offered to the senior qualified Unassigned Spare and the successful bidder shall be allowed three (3) working day trial period on his new route. At any time during the three (3) day period, he may elect to return to his old route, displacing the Spare to whom it had been assigned; provided, however, he shall be charged with having bid off his route for the purpose of administering this Section. In the event fewer than thirty (30) working days remain in the school year at the time of the opening, the open route shall be performed by the senior qualified Unassigned or Spare for the balance of the school year, and the successful bidder shall begin the route at the start of the Fall semester. Employees on LOA will be notified of job openings at last address on file.

Section 10 - Changes to Run - Run Schedule Changes: - No reduction in assigned route times shall be implemented after November 30th of each school year for all routes. If a route is reduced after October 1 by four hours or more per week, the employee may bump any least senior person. There will be no more than one (1) bump permitted during any two (2) week period. An employee who has been bumped pursuant to the above shall be permitted to cover the reduced run during the two (2) week bump limitations period. Any route that changes from its original hours that an employee refuses shall not count as their one bid off for that school year.

Section 11 - Swiping Impact/Out-Of-District Sped: -The employer will not reduce assigned run below bid package specifications unless; a student or students is absent in excess of five (5) consecutive days. Prior to reducing the Employee's workday or workweek, the Employer will offer the affected employee/s (drivers/ aides), additional work up to the time lost (plus or minus 1/2 hour). If the Employee declines the work, the Employer is not obligated to pay the difference. If the alternate work is not offered, the Employee will be paid normal H.T.S. run time. Work assigned will not replace or supersede any existing work roster. Work assigned to affect Employees must be in a capacity reasonably equivalent to regular job duties.

Swiping system - Employees will not be required to return between runs to swipe mid-day. Mid-day park outs continue as authorized. Those returning will be expected to swipe. This will not affect minimums of 2 hours or 1 hour, whichever applies.

Section 12 - Kindergarten Runs and Other Mid-Day Work: At the beginning of the regular school year, all available kindergarten and other fixed mid-day runs will be made available to qualified drivers and aides as provided in

this Section.

- (A) A returning employee may elect to keep the kindergarten or other fixed mid-day run to which he was assigned at the close of the prior school year.
- (B) The remaining kindergarten or other fixed mid-day runs will be posted for seventy-two (72) hours, unless the Company does not receive sufficient notice from the customer to allow such a posting.
- (C) Qualified employees will be allowed to select available kindergarten or other mid-day runs by seniority, so long as, in the case of a Driver, he is licensed and qualified to drive the equipment on the run. If the Company is unable to fill all such open work opportunities as a result of such bidding, it may assign the remaining work by inverse seniority to qualified employees who have not selected a kindergarten or mid-day run.
- (D) Once 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 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 Section 9 of this Article.
- (E) An employee whose kindergarten or other fixed mid-day runs is eliminated shall be allowed to bid on any open kindergarten or other fixed mid-day run if one exists. If no such open runs exist, he shall be allowed to displace the junior employee in his classification who is assigned such a run, provided he is licensed and qualified to drive the equipment required on the run.

ARTICLE XII SAFETY

Section 1 - Safe Vehicles: No driver shall be disciplined for refusing to operate an unsafe vehicle. If the Company's position is that the vehicle is safe, the dispute as to whether the vehicle is unsafe shall be referred by the Company to qualified public safety official for final determination. The driver shall drive the vehicle during the interim period; provided, however, under no circumstances will a driver be required to drive a bus without the maintenance department's signed and written determination that the

vehicle is safe. An Aide shall not be disciplined for refusing to ride on a vehicle which the driver has claimed to be unsafe and which has not subsequently been certified safe by the maintenance department, the Terminal Manager or a qualified safety official.

Section 2 - Spare Vehicles: Whenever a spare vehicle which meets the client's route requirements is available at the terminal, the driver and aide will be permitted to drive and ride on such spare vehicle until the dispute is resolved. However, if a driver or aide is involved in repeated disputes of this nature, the Company and the Union will meet with the employee to determine the legitimacy of the problem.

Section 3 - Safety Equipment: The Company shall furnish all safety-related uniform items and other equipment which it requires an employee to use.

Section 4 - Motor Vehicle Violation: The Company shall pay any fine for a citation issued a driver for an equipment violation on a Company vehicle so long as the driver properly reported the underlying condition to the Company in writing prior to leaving the yard and was authorized or instructed by the Company in writing prior to leaving the yard to operate the vehicle with such condition unabated or uncorrected.

Section 5 - Safety Meetings: The Company will inform the Union and Employees by October 1st of each school year how many regularly scheduled safety meetings it anticipates will be held. The Company will notify Union if there is a change during school year. Driver attending a "make-up" class does not impact bonus qualification. Any Driver attending a "make-up" class in another location shall be paid for class hours only; not to include travel time. Employer will insert in payroll "stuffer" schedule of safety meetings. Employees shall be required to make up any missed safety meetings within thirty (30) days.

Section 6 - Parking Lot/Yard Safety: The Company shall continue to endeavor to provide proper lighting and yard maintenance to all areas involved in current operations covering bargaining unit employees

Locations will address any unsafe areas in the lots. Potholes shall be addressed on an as needed basis. Any safety issues must immediately be brought to management's attention. If not addressed at the location level, must be elevated to the AGM.

The Employer shall have timely and adequate snow removal procedures.

Employees shall be responsible for de icing their own windshields for minor snow and ice removal. Employer shall provide materials necessary and ample

idle time for the removal.

Section 7 - Safety Committee: The Employer and Union agree to establish a Safety Committee. The Committee shall consist of two management (one safety manager and one other manager) and two union members (one delegate and one other union member). This committee will meet to discuss any occurrences of safety violations. Any employee's time spent on this committee will be paid by employer at HTS. Upon the union's request the committee shall meet three times per year (fall, winter, spring) up to one hour to discuss safety issues if any. The union may request to meet additional times to discuss a safety issue

ARTICLE XIII SENIORITY

Section 1 - Company Seniority: Seniority shall consist of any employee's continuous service with the Company since his most recent date of hire, such date being defined as the date on which the employee first performs bargaining unit work. If two (2) employees begin such work on the same day, their respective position on the seniority list shall be determined by their date of application, with the employee applying first being considered the senior of the two. If two employees remain tied after using their dates of application, their respective positions on the seniority list shall be determined by the last four digits of their respective Social Security numbers, with the lowest number being the more senior employee.

Section 2 - Classification Seniority: Classification seniority shall consist of an employee's total length of employment in a given classification since his most recent date of hire; there shall be a separate seniority list within each job classification. Classifications are as follows:

- (1) Drivers (including spares at bottom of list)
- (2) Monitors (including spares at bottom of list)
- (3) Aides (including spares at bottom of list)
- (4) Full time spare - Driver who does not hold a home to school route, who reports on premises at the scheduled report time, Monday to Friday, AM and PM whenever school is in session.
- (5) Casual spare – Any spare driver who is scheduled to work less than a full time spare.

Section 3 - Application of Seniority: An Employee's seniority rights are specifically outlined in the following provision of this Agreement:

- *Layoff
- *Job Bidding

***Summer Work**

Except as specifically provided for in a provision identified in this Section, neither an employee's Company seniority nor his classification seniority shall have bearing upon any decision involving the employee, nor shall either be a consideration in the administration of any aspect of this Agreement.

Section 4 - Layoff: For all purposes under this Agreement, a layoff shall not include a reduction in force at the conclusion of a school term. The Company shall, in any reduction of the work force in a given classification other than at the conclusion of a school term, place employees on layoff in inverse order of classification seniority; provided, however, that the remaining employee must be fully qualified to perform the work of a displaced employee or he shall be placed on layoff and the fully qualified employee retained. The Employer shall provide any affected Employee at least two weeks' notice prior to a layoff when possible. The Company may elect to reassign the employee to another position within the Company during or in lieu of such notice.

In the event of a layoff the Company will endeavor to find comparable work in a close and proximate location.

Section 5 - Recall: As work become available the Company shall recall employees in the reverse order of layoff subject to the criteria provided in Section 4 of this Article. Such recall notice shall be by certified letter to the employee's last known home address, with a copy being sent to the Union.

Section 6 - Probationary Employee: An employee shall be considered as probationary until he has performed work on thirty (30) days, during which time he may be terminated without recourse to the grievance and arbitration procedure provided in this Agreement. If the employee has not worked sufficient hours for the Company to make a reasonable judgment, the Company may extend this period for up to an additional thirty (30) working days; provided, however, that if the Company invokes this extension in the case of an irregularly scheduled employee, the employee's total probation period shall not exceed ninety (90) calendar days. At the end of said probation, an employee shall be considered a non-probationary employee with seniority having accrued from the first (1st) day of his assignment as a bargaining unit employee.

Section 7 - Seniority Broken: An employee's Company seniority shall be broken and he shall be considered terminated under the following conditions:

- (A) Discharge;

- (B) Resignation or other termination of service by voluntary act of the employee;
- (C) Layoff of twelve (12) months or the period of time equal to the employee's length of service, whichever is less;
- (D) Accumulation of total leave of absence time in excess of that allowed under Article 15 of this Agreement;
- (E) Failure to report to work as scheduled from a leave of absence;
- (F) Failure to report to work or to notify the Company as required prior to the Commencement to his scheduled shift on any three (3) days within six (6) month period;
- (G) Failure to return from layoff as instructed in the Company's recall notice, provided such recall notice gives the employee at least on (1) calendar week notice of the date he is to return to work; or
- (H) Thirty (30) days after transferring to another yard, or transferring to a Management position, an employee allowed by the Company to return to the bargaining unit following such transfer shall not be allowed to exercise seniority to displace another employee from a fixed route or work assignment, but shall be assigned as a Spare and shall be allowed to bid upon the next available work opportunity for which he is qualified.

Section 8 - Job abandonment: Any break in seniority under Section 7 (e), (f), (g), of this Article shall constitute an abandonment of the employee's position and a voluntary leaving of work without good cause unless the employee can show conclusively that it was totally unavoidable on his part.

Section 9 - Seniority List: The Company shall maintain and post bi-monthly a separate listing for each classification of employee, with a copy being forwarded to the Union. Such list shall show the name, Company seniority date, if different of each bargaining unit employee.

Section 10 - Employee Transfer: If there are no bidders on a posted job within the bargaining unit, notification of the job opening shall be posted at other bargaining units the Providence County, Rhode Island geographical boundaries.

The Employer retains sole discretion in approving or disapproving permanent transfer requests from one bargaining unit to another bargaining unit. Upon successful obtainment of the transfer, the employee shall be credited with

years of service for the Company for purposes of layoff and wage rate and benefit progression only, and not for job bidding.

Section 11 - Change in Job Classification: An employee who changes job classifications, within the bargaining unit shall not lose credit for his years of service for the purpose of layoff, classification, or for the purpose of eligibility for any other benefit provided in Appendix "B" of this Agreement.

When employees request and or bid on a job out of their classification the employer shall award the position by classification seniority, provided that an Aide who requests and is accepted to a position as Driver and has never worked as a driver must accrue seniority as a driver from the first day that he or she works as a driver.

Employees who transfer from Aide to 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 Driver to Aide shall apply their full Company seniority to the applicable step on the wage scale.

ARTICLE XIV LEAVES OF ABSENCE

Section 1 - Return to Work: During an employee's leave of absence under this Article, seniority shall continue to accrue. Upon return to work the employee shall be granted any pay or benefit increases which they would normally received during the time of their absence. When such an employee is able and makes himself available to return to his duties, he shall return to regular assigned route that may have been modified during the employee's absence. If run is eliminated, returning driver can displace the least senior driver (employee) whose run is of equal or greater duration than run that was eliminated.

Section 2 - Work Related Injury: In the event of a job related injury, a leave of absence shall be granted to the employee in accordance with any/ all Federal and State laws. If an employee suffers an injury that is subsequently proven compensable with regard to Worker's Compensation Rules and Regulations within the State, and the employee leaves the workplace as a result thereof, the employee shall be granted a leave of absence with the employee being paid regular straight-time hours the day of injury, if not already paid. The Company reserves the right to inquire on employee's progress, and the injured employee will submit written medical reports to the Company as frequently as possible informing the Company as to possible return date to work. Employee returning from work related injury shall return

to former run/position. If run/position is eliminated section one (1) above applies.

Section 3 - Medical Leave: In the event of an injury or illness to an employee which is not work related, an employee who has been continuously employed by the company and assigned to the Lincoln Facility for longer than 90 days will request in writing to the Division Manager or designee for a leave-of-absence for a period up to but not to exceed one (1) year. Employees who avail themselves of a leave-of-absence shall not lose company/ classification/yard seniority nor their wage step. Employees can request additional time based on extenuating circumstances which shall not be unreasonably denied. Approval or denial of a medical leave-of-absence will be at the sole discretion of the Division Manager, and the Division Manager will respond to the requesting employee in writing. . Assigned runs will be made available for bid, in accordance with Article XI Section 9, after the initial one (1) year period. Request by an employee for additional leave will be submitted in writing to the Division Manager 10 working days prior to the termination of initial medical leave and/ or any additional approved increments. The Company reserves the right to inquire on employee's progress, and the injured employee will submit written medical reports to the Company as frequently as possible informing the Company as to possible return date to work. Returning employee must have a written doctor's clearance prior to being allowed to return to work. Any employee who is out of work for any medical reason for longer than four (4) consecutive days will be required to produce a doctor's note in order to return to work. Within a given school year any sick time after that that is longer than three (3) consecutive days in length will require a doctor's note in order to return to work.

Section 4 - Parental: Employees who have been employed for six (6) consecutive months are eligible to request a leave-of-absence in the event of the birth or adoption of a new child, an employee so requesting may receive a leave-of-absence for a period equal to length of service not to exceed one year to provide care to that child. The leave may begin prior to the birth.

Section 5 - Family Emergency: In the event of a family emergency, to be determined solely at the discretion of the Company, requiring the absence of an Employee, an Employee so requesting may be granted a leave of up to six (6) months to resolve or assist with said emergency. No requests shall be unreasonably denied.

Section 6 - Personal Hardship: Employees who are experiencing a hardship due to personal problems (other than medical), shall be considered for leaves of absence. These leaves of absence may be granted by mutual agreement between the Company and the Union and shall not exceed ninety (90) work days.

Section 7 - **Military Service:** An Employee will be granted a leave-of-absence for military service in accordance with Federal and State law. Any time missed as a result of Military Service will not penalize any potential absenteeism bonus.

Section 8 - **Court Service:** An employee will be granted time off for jury duty and reimbursed the difference between jury pay and his regular daily/weekly earnings (whichever is applicable), upon providing proof to the Company of jury duty pay. Any time off as a result of Court Service will not penalize any potential absenteeism bonus.

Section 9 - **Bereavement:** In the event of a death to an employees immediate family, Spouse, Domestic partner, Parents, Step-parents (including foster and adopted), Children, Step-children, the employee shall be granted five (5) days off with pay. In the event of the death of an employee's Grandparents, Grandchildren, Brothers or Sisters, the employee shall be granted four (4) days off with pay. In the event of the death of an employee's parents in law or other individual with whom the employee is cohabiting), shall be granted three (3) days off with pay. In the event of a death to an employees Uncle, Aunt, Nephew, Niece or current Brother-in-Law/Sister-in-Law, the employee may be granted one (1) day with pay. Time off shall be for the purpose of attending the funeral and for grieving rights should be taken within 21 work days of the death of the family member unless approved in advance by management absent extenuating circumstances. Time off shall not be required to be used consecutively. The Company may request proof from the employee of the death and the relationship to the employee. Granted time off will not penalize any potential absenteeism bonus.

Section 10 - The Company shall notify an employee on medical, parental, family emergency or personal hardship leave by certified mail of the termination of their leave and subsequent loss of seniority, at least 5 days prior to the termination of said leave.

ARTICLE XV PHYSICAL EXAMINATIONS

Section 1 - The employer will reimburse an employee up to \$100.00 for (DOT) physical examination's required under state law, only for those employee's who do not utilize a doctor provided by the company. Employer will provide mobile units for the DOT physical examinations when, and if, available. If an employee must go more than once per year, they must notify management in advance of the physical. All reimbursements will be paid within thirty (30) days of receipt of bill New hires will be entitled for reimbursement upon 90 days of employment with the company.

Employees shall be paid one hour for each physical examination at the HTS rate. If an employee must go more than once per year, they must notify management in advance of the physical.

Physicals must be taken Monday through Saturday.

ARTICLE XVI TRAINING

Section 1 - The employer shall pay an employee at the employee's regular Home-to-School hourly rate of pay for any behind the wheel training or upgrading mandated by the Company and/ or the State of Rhode Island, to include the three (3) hour recertification course. All re-training mandated by the Company to an employee for being involved in a preventable accident shall not be compensated, however, whenever possible the mandated retraining will be accomplished during the employee's HTS run.

Section 2 - The Employer shall train all employees by seniority on air brakes or any new equipment. The company shall pay for all testing and training at driver rate.

Retraining: Any employee who needs retraining will get it within three (3) business days of being notified, or compensated for lost time until training completed.

ARTICLE XVII COMMERCIAL DRIVER'S LICENSE/BCI

Section 1 - CDL - The employer shall reimburse all new employees who successfully completes the Commercial Driver's License requirements the first time, full cost of the endorsement which includes the written test, training permit and road test. Any additional testing required due to the new employee failing a portion(s) will be at the new employee's expense. Reimbursement will be made after the new employee has performed work for the Company for 90 days upon submission of receipts.

Section 2 - BCI - All Employees shall be reimbursed for the total cost of the BCI.

ARTICLE XVIII SUMMER WORK

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". Thirdly, 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 prior to any other employee being offered the work. During the months summer work is preformed, guaranteed hours shall apply to all Employees.

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.

ARTICLE XIX CLASSIFICATION AND WAGES

Section 1 - All of the classifications covered by this Agreement and the wage rates, bonus, differentials, effective rates, methods of administration and payment and related provisions are in Appendix "A", which is attached and is hereby expressly made a part of this Agreement.

ARTICLE XX EMPLOYEE BENEFITS

Section 1 - All of the employee benefits which are the specific creatures of this Agreement, as well as all of the provisions for eligibility, certification, administration and related rights and requirements are included in Appendix "B", which is attached and is hereby expressly made a part of this agreement.

ARTICLEXXI GENERAL CONDITIONS

Section 1 - Flexibility: The union agrees for itself and on behalf of its members that the Company must enjoy flexibility of operations and, therefore, may utilize an employee to the degree that no employee's scheduled compensated time shall be wasted, provided, however that work assigned an employee under this Section shall be work of a nature performed by a bargaining unit employee or it shall be voluntary.

Section 2 - Sole Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and all of its employees covered by this Agreement, and expresses all obligations of the restrictions imposed on the Company.

Section 3 - Waiver of Bargaining During Term: Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement,

unless the party claiming the right to bargain during term can show conclusively that the general subject or matter was not within its knowledge or contemplation at any time prior to the signing of this Agreement.

Section 4 - Amendment / Waiver: This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Company and the Union; any oral statement or oral agreements shall be of no force or effect whatsoever. The waiver or breach of any term of condition of this agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

Section 5 - Revenue Contract To Prevail: The relevant provisions of a revenue contract between the Company and its customers under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement is in conflict with any of the provisions of such revenue contract, the relevant provisions of said revenue contract shall prevail for all purposes. Nothing in this Section shall be extended to an Arbitrator hearing a grievance under this Agreement the authority to add to or delete from, or to otherwise amend or alter any of the terms of the Company's revenue contracts.

Section 6 - Separability: If a provision of this Agreement is held to be illegal or unenforceable at law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions not so illegal or enforceable shall continue in full force and effect. In such an event, the parties shall meet promptly to negotiate a new provision to replace that which has been rendered invalid.

Section 7 - Drug and Alcohol Policy: In acknowledgment of the nature of the Company's operations and the very special and overriding safety consideration, the parties have adopted formal provision for fitness for duty drug and alcohol screening. Such provision is included in Appendix "C" which are attached hereto and are expressly made part of this Agreement. The parties acknowledge the ongoing activities of several government agencies in promulgating rules and procedures regarding this issue, and both parties agree to meet when and if necessary for the purpose of modifying the provision of Appendix "C" as and if necessary to ensure continued compliance with these rules and procedures if such are deemed to be applicable.

Employees subject to random drug testing shall be compensated one hour at the HTS rate.

Section 8 - Sanitary Arrangements: The employer will maintain the present facilities in clean and functional order.

Section 9 - Children on the Routes: Must be approved by the company and school district or Transpar. Any children riding must meet company criteria. Employees must provide a car seat when needed.

Section 10 - Park-Outs: Existing Park-Out policy will continue in effect. No overnight Park-Outs permitted.

ARTICLE XXII TERMS OF AGREEMENT

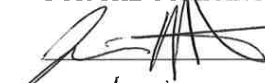
Section 1 - Effective Date: This Agreement shall be in full force and effect from September 1, 2022 -August 31st, 2026.

Section 2 - Notice of Termination/Automatic Renewal: If either party desires to modify, amend, or terminate this Agreement subsequent to the scheduled expiration date shown in Section 1 of this Article, written notice by registered mail must be given the other party not earlier than ninety (90) days nor later than sixty (60) days prior to such scheduled expiration date. If no such notice is given, the Agreement shall be automatically renewed without change for an additional period of one (1) year, and in such event this Agreement may be terminated or renewed in like manner from year to year thereafter.

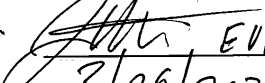
Section 3 - Extension During Bargaining / Further Notice: Pursuant to such timely notice as provided in Section 2 of this Article, negotiations on proposed changes to this Agreement should begin as promptly as is practicable. This Agreement shall continue in effect during such negotiations; provided, however, that in the event no Agreement is reached by the expiration date of this Agreement, then this Agreement may be subsequently terminated effective at 12:00 midnight, ten (10) days after either party shall serve upon the other written notice of intention to terminate. If the party so notifying the other of intention to terminate plans also to engage in economic action, it shall be so stated in such notice.

In Witness Whereof, the duly chosen representatives of the parties do hereby affirm that they have the authority to enter into this Agreement on behalf of themselves and their principles and hereto affix their hands and seals.

FOR THE COMPANY:


Area General Manager
3/22/23
Date

FOR THE UNION


EVP 1199
3/29/2023
Date

ARTICLE XXIII UNION SECURITY

Section 1 - Current Employees: An employee assigned to a classification shown in the Recognition Article of the Agreement to be within the scope of the bargaining unit and who is employed by the Company on the effective date of this Agreement shall, not later than the thirty-first (31st) day of his/her employment, or the thirty-first (31st) day following the effective date of this Agreement, whichever is later, become and remain a member in good standing of the Union.

Section 2 - Prospective Employees: An employee assigned to a classification shown in the Recognition Article to be within the scope of the bargaining unit who is employed by the Company after the effective date of this Agreement shall, as a condition of continued employment, become and remain a member in good standing of the Union not later than the completion of his probationary period. The Union shall provide a new employee with a Union membership application at the time of hire.

Section 3 - Check-off: Upon receipt by the Company of a written or electronic, revocable dues deduction form from a non-probationary employee, the Company shall deduct from the wages due the employee each week the uniform dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the Employee's probationary period. Union Dues deducted from any check in error will be reimbursed within three (3) days by the Employer.

Section 4 - Remittance: Not later than the twentieth (20th) calendar day of each month, the Company shall remit to the Union all deductions for dues and initiation fees made from wages of employees from the previous month, together with a list of employees for whom such dues and initiation fees are being remitted.

Section 5 - Notification: The Company shall use its best efforts to notify the Union bi-weekly, electronically or in writing of all new hires, terminations,

and leaves of absence of bargaining unit employees, including effective date of each action. In no such case shall the Company notify the Union less than once per month.

Section 6 - Enforcement: In the event an employee hired after the effective date of this Agreement, due to his own negligence or refusal, fails to apply for or to maintain his membership in the Union, the Union may give the Company written notice of such failure and the Company shall, not later than five (5) working days following receipt of such written notice, remove the employee from the work schedule and refrain from assigning the employee to perform work until he returns to good standing with the Union.

Section 7 - Good Standing: An employee shall be a member in good standing of the Union if he tenders any required uniform initiation fees and dues.

Section 8 - District 1199 Political Action Committee/SEIU: Employees may elect to make a voluntary contribution from their pay to District 1199 Political Action Committee/SEIU. The Employer agrees to deduct and transmit to the Treasurer of District 1199 Political Action Committee/SEIU the amount specified from the wages of those Employees who voluntarily authorize such contributions on the forms provided for that purpose by District 1199 Political Action Committee/SEIU. These transmittals shall occur monthly, and shall be accompanied by a list of names of those Employees for whom such deductions have been made, and the amount deducted for each Employee.

Section 9 - Indemnification: The Union indemnifies and shall hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action taken or not taken by the Company with respect to this Article; provided, however, that such indemnification shall not extend to a grievance of unfair labor practice brought by the Union exclusively to enforce the provisions of this Article.

ADDENDUM CHARTER/EXTRACURRICULAR WORK ASSIGNMENT BID BOARD PROCEDURE

The Company shall to the extent known post what type of equipment shall be used

The Company will maintain three (3) separate bid boards 1) Weekday Charter Work, 2) Weekend/ Holiday and 3) inspections Only those drivers who meet the requirements in the Article "Categories of Work" are eligible. The bid boards will be conducted in the following manner:

1. The bid board sign-up sheet's will be posted in a conspicuous location in the driver's room on Monday morning by 9:00 am, and will remain posted until Wednesday at 4:00pm .
2. All work posted for bid will be for the following week, Sunday through Saturday
3. Eligible drivers have till Wednesday at 4:00 pm to sign up next to trips. . Drivers who wish to change their original bid , will need a manger or delegate to witness the change
4. On Thursday after 9:00 am, the Terminal Manager or designee will circle the driver who is awarded the trip for each bid board sheet, by utilization of the appropriate rotating roster as described in the Article "Categories of Work". The rotating rosters will be maintained in the dispatch room. The completed bid board sheet's will remain posted in dispatch room until the next bid board sheet's are posted for bid, the Union may request copies of completed bid board sheet's.
5. Work that is confirmed with more than 48 hour notice and is for the period covered by the completed appropriate bid board will be offered to the next available employee on the appropriate rotating roster by the Terminal Manager. The trip will be entered onto a post bid board sheet, to include; date received and date/ destination of trip. The post bid board sheets will be posted in driver's room at all times.
6. Work that is confirmed with less than 48 hours notice will be assigned by the Terminal Manager or designee at their discretion and will not be limited to only those driver's on the last minute wheel. The Terminal Manager shall at the completion of each week post in the driver's room a list of all trips the Company received less than 48 hours notice, to include; date/time received, destination and driver that performed the work that meets the criteria covered by a bid board.
7. When an employee is assigned work and accepts work under Section 6 of this Article, that employee, if on the Charter rotating list as prescribed in Article "Categories of Work", shall be charged a turn on the appropriate Bid Board rotating roster for the following week.
8. Bid Board for Aides shall follow the existing procedure for drivers.

APPENDIX A CLASSIFICATIONS & WAGES

Drivers

	9/1/22 - 5%	9/1/23 - 5%	9/1/24 - 6%	9/1/25- 3%
New Hire	\$23.10	\$24.26	\$25.71	\$26.48
Step 1	\$24.94	\$26.18	\$27.76	\$28.59
Step 2	\$25.73	\$27.01	\$28.63	\$29.49
Step 3	\$26.51	\$27.84	\$29.51	\$30.39

Monitors

	9/1/22 - 5%	9/1/23 - 5%	9/1/24 - 6%	9/1/25- 3%
New Hire	\$16.10	\$16.90	\$17.92	\$18.45
Step 1	\$17.85	\$18.74	\$19.87	\$20.46
Step 2	\$18.90	\$19.85	\$21.04	\$21.67
Step 3	\$19.90	\$20.89	\$22.15	\$22.81

Each Aug 31 Employees will progress to the Next Step on the pay scale

Example:

New Hire progresses to Step 1

Step 1 progresses to Step 2

Step 2 progresses to Step 3

NON-CDL DRIVERS (VAN DRIVERS):

Van drivers shall only operate vans that do not require a CDL license. Van drivers shall have their own seniority list and will be covered under all articles in the contract.

Non-CDL Drivers (Van Drivers) Rate of pay:

Van Drivers

	9/1/22	9/1/23	9/1/24	9/1/25
New Hire	\$18.00	\$18.50	\$18.75	\$19.00
Step 1	\$18.50	\$19.50	\$20.50	\$21.00
Step 2	\$18.75	\$19.75	\$20.75	\$21.25
Step 3	\$19.95	\$20.95	\$22.20	\$22.85

While in training Non-CDL Drivers will be paid at the applicable RI minimum wage until all training and certification is completed.

CDL Drivers may not bid on Van Routes, but if they are assigned to Van Routes due to operational need, they shall be paid their regular Home-to-School rate of pay.

Van routes will be posted and awarded just as regular school bus routes. In order to qualify for a van route you must obtain all the necessary state licensing requirements and successfully pass all internal training

The candidate will be responsible to obtain the necessary state licensing, permits, endorsements, etc. at their own cost up front. The employee will be reimbursed for licensing upgrades after 90 days of successful completion of van driver licensing.

If other van work (not AM or PM home to school) presents itself the employer and the union shall meet and discuss prior to posting and awarding.

Upon request by the company or union, the parties shall agree to meet and discuss a reopener on the vans runs in April of 2019.

Payroll discrepancies:

The Company shall provide payment to an employee, by means of pay card or check via overnight mail (at the option of the employee), if through no fault of the employee their pay was short is fifty dollars (\$50.00) or greater in pay period and employee notifies the location manager by noon of the applicable day. If the location manager is notified between noon and 3:00 pm of the applicable payday the Company shall, upon request, provide a check payment to an employee within forty eight (48) hours of receiving notice of the pay shortage. Pay Cards will be processed immediately for any amount. If the Employee opts for a check and the short amount is less than fifty dollars \$50.00, the amount will be added to the employee's next payroll check.

New hires:

New hires with years of experience can be placed on the pay scale two (2) steps below the step the # of years would qualify them for, but would go to the bottom of the yard seniority list.

Out of District Sports run pick-ups will pay a minimum of one and one-half (1 ½) hour for a drop-off and one and one-half (1 ½) hour for a pick up to the Driver at the applicable rate.

Paid Time Off:

Veteran's Day Thanksgiving Day, Day after Thanksgiving, Memorial Day, Columbus Day, Labor Day, Martin Luther King Jr. Day, New Year's Day

Effective September 1st, 2024, Juneteenth for employees who are working

during this holiday

Employees must work their scheduled day before and after the Holiday in order to receive Holiday pay

Unpaid days: All Employees shall receive two (2) unpaid days that will not count against the employee's bonus. These days can be used in half day increments (AM/PM). Except in emergencies, employees will have to give forty-eight (48) hours notice. Effective September 1, 2024, employees shall be entitled to one (1) additional unpaid day off that will not count against the employee's bonus,

Additional Paid Time Off and Longevity Bonuses:

Drivers who work 650 hours and Aides who work 550 hours of Home to School, field trip, sports trip, charter trip and non-revenue work for the previous school year will qualify for longevity bonuses based on their years of service with the company as follows:

Years of Service	Year 1	Year 3	Year 4
5-9	\$225	\$250	\$275
10-14	\$325	\$350	\$375
15-19	\$700	\$725	\$750
20+	\$950	\$975	\$1000

Years of employment will be calculated as of September 1st of each year. All years of employment must be continuous, for purposes of calculating years of employment, shall be defined as continuous employment with employer at West Warwick, Lincoln or Metro locations. Bonuses will be paid in the first payroll period of January.

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.

Earned Sick Time:

The Employer shall comply with The Rhode Island Health and Safe Families and Workplace Act (the "Act"), House Bill 5413B and Senate Bill 0290B. Any disputes that arise regarding such Earned Sick Time (EST) shall be subject to the Grievance and Arbitration Procedure.

Accruals:

Date	Accrual
July 1, 2018	Twenty-four (24) hours
Jan 1, 2019	Thirty-two (32) hours
Jan 1, 2020	Forty (40) hours
Jan 1, 2021	Forty (40) hours

The Employer shall provide written documentation of Employee's scheduled hours, to be signed off on by Employee, by December 31th of each school year.

All EST accruals shall appear on employees' paychecks. The employer shall continue to monitor and work with payroll to ensure accuracy.

Time shall accrue on all hours paid.

EST may be used in a minimum of two hours and subsequent one hour increments.

Use of EST shall be paid at Home-to-School rate and shall not affect any bonuses nor result in any discipline.

At the end of each school year, half of any unused EST shall, at the Employee's choice, be paid out at the Home-to-School Rate or rolled over to the following school year. Otherwise any unused time shall be rolled over.

Changes In RI Non-Union and other RI SEIU 1199 Locations:

The Company agrees that if it increases the wages or paid time off of any employees at any of its Non-Union locations or other RI SEIU 1199 locations, such increases shall be immediately applied to employees at its Lincoln location. The Company further agrees that if in the future it contributes to any health insurance, pension or Individual Retirement Plan at any RI Non-Union or RI SEIU 1199 location, an equal contribution will be made on behalf of employees at its Lincoln location. The Company also agrees that if it offers any non-economic benefit opportunities at any of its Rhode Island Non-Union or other RI SEIU locations the same shall be offered at its Lincoln location (exempt shall be non recurring, non premiums, not exceeding \$15.00 per employee/per year/per event.) This provision shall not apply where increases or contributions are made at the direction of a school district/Transpar through the provisions of a revenue contract and such increases or contributions are isolated to the employees in the location covered by that revenue contract. In those instances the parties shall agree

to meet and discuss this provision only.

APPENDIX B EMPLOYEE BENEFITS

Health Care:

Employer pays for the first ten (10) participating Employees by seniority (per Location) three hundred dollars (\$300) monthly towards the cost of Health Insurance premiums offered by the company. The employer pays for the next ten (10) participating employees by seniority (per location) one hundred dollars (\$100) monthly towards the cost of health insurance premiums offered by the company.

Scheduled, paid and approved time off:

Any scheduled, paid and approved time off such as jury duty, court appearances at the direction of the company, bereavement, or military leave shall not interfere with any bonus.

Recruitment Bonus: The Company and the Union have executed a letter of agreement, which is incorporated by reference into this agreement.

Holiday Gift Card: The Employer shall give each employee a twenty-five (\$25.00) gift card not restricted to a turkey, payable the last pay period before Christmas.

Terminal to Terminal Pay: Employees assigned to work at another terminal shall be paid for time spent going to and returning from that terminal location. The Company will provide when possible a bus for such activity.

Christmas Bonus: Employees will receive a Christmas Bonus of one days' pay, equivalent to the employee's normal daily pay including kindergarten runs and shuttles. This shall be paid the Friday before Christmas.

Attendance Bonus: Employees who have perfect attendance for the first three months shall be paid \$40.00 per month. Employees who maintain perfect attendance for those three months shall receive \$70.00 per month for the next three months. Employees who maintain perfect attendance for the next three months (actually 4 months including June) shall receive \$110.00 per month. Employees who are absent revert to the previous per month payment that their attendance record had achieved.

Accident Free Bonus: For no accident free including attendance by driver's at up to 10 mandatory safety meetings, the following payment schedule will apply:

DRIVERS: \$10.00 per month to be paid in the first payroll period in June.

Effective January 2019, the amount shall increase to \$11.00 per month; effective September 2019 to \$12.00 per month; and effective September 2020 to \$15.00 per month.

Drivers and or aides with a Kindergarten run can take their Kindergarten run off due to a family emergency/ or medical appointment no more than five (5) times per year. No impact on attendance bonus or discipline under the attendance policy.

When a spare becomes an assigned HTS employee, he/she shall become eligible for a bonus on a pro rated basis (X/ 10). Spares will be eligible for attendance bonus on a pro-rated basis if working a hold down assignment for one (1) work week or greater. Bonuses are net taxes.

End-of-Year Party: The Employer will provide twenty-five dollars (\$25.00) per attendee to be used to cover the end-of-year party.

Snow Days/Weather Related Closures: Employees regularly and consistently assigned to AM and PM HTS routes five (5) days per week shall receive up to four (4) paid snow/weather related closure days per school year at the employee's regular daily rate. Payment shall occur only if school is actually canceled and the employee has lost a work opportunity for that reason alone. There shall be no carry over of unused days from year to year; all unused snow days will be paid in the employees last pay check in June. Employees shall be allowed to pay for such plans through payroll deduction on a pre-tax basis. Snow days may be used for any weather related school closure only.

401(K): For those who participate and contribute to the Company 401K Plan, the employer shall match contribution up to the following each year. contributions will be matched weekly not annually.

Year 1	\$400
Year 2	\$425
Year 3	\$500
Year 4	\$600

Life Insurance: The Employer shall increase the life insurance for every employee to fifteen thousand (\$15,000) dollars.

APPENDIX C MEMORANDUM OF AGREEMENT

Route Doubling

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:

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

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

APPENDIX D MEMORANDUM OF AGREEMENTS

The Company agrees to meet with the Union to discuss any new work in any of its facilities covered by the agreement with NEHCEU District 1199

New technologies: The Company agrees to give the union thirty (30) days notice prior to the implantation of any technology and will meet with the union if the Union makes such a request. New technologies will not be relied on solely for imposing discipline.

APPENDIXE MEMORANDUM OF AGREEMENTS

No Yard person shall be implemented without discussion and bargaining.
Approval of the Union

APPENDIX F
LEAVE OF ABSENCE/INCOME REDUCTION

Employees may reduce their hours and/or take a leave of absence from their work assignment for reasons of reduction of income to qualify for federal or state subsidies (e.g. food stamps, rental assistance, etc.) may notify the Company of such a request. The Company shall meet with the Union and the Employee to discuss the request and the best way to meet it.

