COLLECTIVE BARGAINING AGREEMENT
Master Supplement

between

TRUCK DRIVERS LOCAL UNION 449

AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS AND WAREHOUSEMEN

and

FIRST STUDENT, INC.
Master Supplement

Covering the following locations:

909 BAILEY AVENUE, BUFFALO, NEW YORK 14206

455 WHEATFIELD STREET, N. TONAWANDA, NEW YORK 14120

655 WALCK ROAD, N. TONAWANDA, NEW YORK 14120

September 1, 2016 – August 31, 2019

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THIS AGREEMENT is entered into and is effective this 1st day of September 2016, between FIRST STUDENT, INC. (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 449, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

INTENT AND PURPOSE

The parties hereto enter into this collective bargaining agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of labor disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement, and to attempt to insure the Employer can operate at maximum efficiency and economy. Both parties desire to provide uninterrupted operations to the clients served by the Employer and to provide a secure and productive work environment to the employees. The use of the word "employees" within for all intent and purposes is meant to include the drivers, monitors and maintenance personnel belonging to Teamsters Local 449 and covered by this Agreement. Whenever the term "he" or "she" is used throughout this Agreement, it shall be construed and interpreted as pertaining to both genders, male and female.

ARTICLE 1
RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent for all of its employees in the classifications of regular bus driver, regular van driver, attendant, casual driver, maintenance, mechanic and service helper employed at its facility located at 909 Bailey Avenue, Buffalo, NY 14206; 455 Wheatfield Street, North Tonawanda, NY, 14120; and 655 Walck Road, N. Tonawanda, NY 14120; and any facility that replaces it, and excluded from the bargaining unit are all office, clerical employees, professional employees, guards and supervisors as defined in the LABOR MANAGEMENT RELATIONS ACT as specified in the certification of representation case number 3-RC-10671 (Bailey Avenue); 3-RC-10690 (Wheatfield Street); 3-RC-11785 (Walck Road).

A. Regular school bus drivers, van drivers and attendants are employees assigned to a regular school bus run or an employee who is assigned as a regular standby driver who must report to the terminal each day with the exception of park outs.

B. Casual school bus driver is an employee assigned to a run on an intermittent basis and is not required to report to the terminal each day. The purpose of the definition of the casual school bus driver is for the administration of union dues and initiation fees.

C. The Employer agrees not to enter into any agreement or contract with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 2
UNION SECURITY

1. **Union Shop**: On or after the thirty-first (31st) day following the beginning of employment, the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee covered by this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Membership as used herein shall mean only the obligation to pay periodic dues and initiation fees uniformly required, or, in the event that the employees object to payment of full dues and initiation fees, only the obligation to pay periodic dues and initiation fees related to representational costs. The Company agrees that the Branch Manager or his designee shall issue to new employees forms provided by the Union for employees to join the Union, and shall notify the stewards of the names and locations of the employees given the forms. The Company shall be held harmless by the Union for any issues arising from the issuance of such forms.

2. **Deductions**: Upon receipt of a written authorization from the employee, the Employer agrees to deduct initiation fees and monthly union dues from the pay of each such employee in the amount and manner prescribed by the Union in accordance with its Constitution and Bylaws, and shall remit same to the Union.

3. **Indemnification**: The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and other liability for damages, penalties, or back pay that may rise out of, or resulting from, the application of the provisions of this Article.

4. **Union Notification**: Prior to the completion of an employee's probationary period the Employer will notify the Union. The Employer agrees to notify the Union promptly on all employees in the bargaining unit who leave their employment.

5. **Enforcement**: In the event an employee, due to his/her negligence, fails to apply for or maintain his/her membership in the Union, the Union may give the Employer notice of this fact in writing signed by the Local President. The Employer, within seventy-two (72) hours of receipt of the notice, shall terminate the employee's service.

6. **New Hires**: When new additional employees are needed, the Employer will give the Union equal opportunity to supply names of applicants. The Employer shall choose between applicants referred by the Union along with any other applicants on the basis of their respective qualifications for employment. No applicants will be preferred or discriminated against because of membership or non-membership in the Union.

ARTICLE 3
CHECK-OFF

1. **Application**: The Company, when hiring employees not members of the International Brotherhood of Teamsters, shall deduct the initiation fee and dues from the pay of such employees so hired, and shall forward all fees so deducted to the office of the Union each month. Such dues and initiation fees shall be deducted upon the basis of a dues deduction form voluntarily executed by the employee. The Employer agrees to deduct from the pay of

all employees covered by this agreement initiation, dues and assessments billed to the Company each month by the Union. The money will be deducted in two (2) separate installments each month, and remitted to the Union by the last business day of that particular month after the deduction is made. Failure to comply strictly with this Article will give the Union the right to use all available avenues, including economic recourse after a 24-hour written notice, to enforce its position. If deductions cannot be made the first week due to school closings the deduction will be made the second week of the month.

2. **Casual Employees' Dues**: Casual employees will have dues deducted from their pay in any month in which they work. Such deduction will be effective after thirty (30) calendar days of employment.

3. **Casual Employees' Initiation**: Casual employees will have an initiation fee deducted from their pay after thirty (30) working days of employment. The Union and the Company agree that they will cooperate to ensure that initiation fees will be assessed and deducted in such a manner as not to discourage casual drivers from continued employment.

4. **Indemnification**: The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever which may arise out of or by reason of actions taken or omitted by the Company for the purpose of complying with this Article.

5. **D.R.I.V.E. - Authorization and Deduction**: In addition to the terms and conditions contained in the above-referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

   The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Teamsters Local 449 D.R.I.V.E. Teamsters Local 449 D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to Teamsters Local 449 D.R.I.V.E. on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

6. **Credit Union**: The Employer will deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Credit Union once each week. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earning shall be less than the amount authorized for deduction.

ARTICLE 4
MANAGEMENT RIGHTS

1. Unless specifically provided elsewhere in this Agreement, it is agreed that nothing in this Agreement shall limit the Company in the exercise of its functions of management, including, but not limited to, the sole and exclusive right to plan, manage and direct the operation and affairs of the business; such right to select and purchase goods and services; to transfer or cease operations, in whole or in part; such right to direct the working force, to maintain order and discipline, suspend or discharge for just cause; and such right to schedule work, control productivity, maintain standards and to develop methods of work and control efficiency. The Company further retains the right to make, and enforce reasonable employee rules, regulations, policies and practices; such right to transfer, assign, promote, demote, classify, reclassify, layoff, recall, and replace employees; such right to introduce new and eliminate or change existing equipment, machinery, services, or processes; such right to determine the job content and requirements of any job classification, and the number of qualified employees needed for any job classification, and such right to determine both the schedule and number of hours and shifts to be worked, and the starting and quitting times. Provided, however, that this Article may not be applied to evade a specific right otherwise expressly granted to the employees in this Agreement.

2. It is understood and agreed that the Employer retains and shall continue to exercise any and all rights, authority, powers and privileges it had prior to the execution of this Agreement except only such rights, authority, powers and privileges which have been clearly and expressly relinquished by the specific and unambiguous terms and provisions of this Agreement.

ARTICLE 5
FAMILY AND MEDICAL LEAVE ACT/MILITARY CLAUSE

1. **Family and Medical Leave Act:** The Company agrees to provide unpaid leave to "eligible employees" in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and any relating state law that applies.

   Eligible employees are entitled to unpaid leave for the following reasons:

   a. Birth or adoption of a child or the placement of a child in foster care.
   b. To care for a spouse, child or parent of the employee due to a serious health condition.
   c. A serious health condition of the employee.

   An employee's seniority shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave, if applicable.

   The Employer may require the employee to use any paid leave time during the FMLA leave period.

Employees are required to provide the Employer with at least thirty (30)-days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable the employee is required to give notice as soon as practicable. Application for FMLA leave may be obtained at the office.

FMLA leaves will run concurrent with personal leaves of absence even if not specifically required by the employee.

2. **Military Clause:** The parties hereto agree that the Employer shall comply with USERRA, as amended, and the Reserve Forces Act of 1995, and amendments thereto. The Employer shall ensure that any employee required to perform military service does not suffer any lost wages (the difference between his/her military pay and his/her wages under this Agreement) as a result of his/her military service.

ARTICLE 6
NO STRIKE/NO LOCKOUT

The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer during the term of this contract.

In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees in writing that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

The Company shall not lock out employees during the term of this contract.

ARTICLE 7
SHOP STEWARDS AND UNION REPRESENTATIVES

1. Designation of Shop Stewards: The Union may designate three Shop Stewards from the Employer's seniority list. There shall be no more than three (3) stewards at any one time during the life of this Agreement. The authority of a Shop Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

   A. Stewards shall be permitted to investigate, present and process grievances on Company time and on the property of the Employer, not to exceed five (5) hours per week, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. The Union agrees not to abuse this privilege.

   B. The collection of dues when authorized by appropriate Union action;

C. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:

1. Have been reduced to writing; or

2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with Employer's business.

2. A Shop Steward and/or Alternate Steward have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union, and notified in writing to the Employer.

3. The Employer recognizes these limitations upon the authority of the Shop Steward and/or Alternate Steward and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge in the event the Shop Steward and/or Alternate Stewards have taken unauthorized strike action, slow down or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward and/or Alternate Stewards at any time for the good of the Union.

4. **Access to Premises**: The Union Representative shall have access to the Employer's place of business upon the following conditions: First, the access shall be limited to usual driver areas and exclude payroll/accounting. Second, duly authorized representative of the Union will be permitted to visit the premises of the Employer at reasonable times for the purpose of transacting any business of the Union. However, the representative shall first make his presence known to the Terminal Manager or his designee. Third, while on Company property the representative shall obey all rules, regulations and policies of the Employer.

5. **Bulletin Board**: The Union shall have access to a bulletin board for announcements. Nothing shall be posted on the bulletin boards of an inflammatory or derogatory nature against the Company.

ARTICLE 8
SENIORITY

1. **Terminal Seniority**: The Company shall recognize overall terminal seniority rights from the employee's first day of work after completing training or date of transfer into the bargaining unit covered by this Agreement. An attendant moving into the bus driver or van drive classification shall maintain his/her overall seniority. If more than one (1) employee begins work on the same day, the employee's seniority position will be determined by a flip of the coin. The official terminal seniority list shall be posted on a quarterly basis, copy to the Union.

2. **Casual Driver**: A casual school bus driver is an employee assigned to a run on an intermittent basis and is NOT required to report to the terminal each day. Casual employees shall not be eligible for charters except when the Branch Manager has exhausted all available regular employees on the charter list. Casual drivers will have a

separate seniority list. The casual seniority date shall be from the first day of work as a casual driver.

A casual bus driver moving into a regular bus driver or van driver classification shall maintain his/her wages and benefits earned through his/her continuous service. The regular driver seniority date will be recognized from his/her first day of the new classification seniority date.

3. **Layoff**: Layoffs will be determined by seniority; the employee with the least amount of seniority shall be laid off first. Recall of laid off employees shall be in reverse order of layoff. An employee notified by the Company to return to work from layoff must return to work within five (5) working days of receipt of such notice or be considered as terminated. A copy of such notice shall be sent to the Union.

4. **Seniority Broken**: An employee's seniority shall cease under the following conditions:

   A. Discharge for "just cause".

   B. Voluntary quit.

   C. Absence for three (3) consecutive working days without notifying the Company.

   D. Absence due to layoff exceeding twelve (12) months.

   E. Failure of any employee to return to work upon recall within five (5) working days after receipt of written notice from the Company at his/her last known address appearing on his record.

   F. Promotion out of the bargaining unit for more than ninety (90) calendar days.

5. **Bidding and Job Vacancies** (909 Bailey Avenue, Buffalo, New York 14206; and 455 Wheatfield Street, N. Tonawanda, New York 14120).

   A separate addendum shall apply to 655 Walck Road, N. Tonawanda, New York 14120 referencing Article 8, Section 5 "Bidding and Job Vacancies" (A-N). **See Appendix D, page 46:**

   A. Before the regular school year begins, runs will be assigned to employees with the Union Steward or Business Agent present. The employee will be assigned to the route that he/she had at the last day of the preceding school year. If at the end of its assignment of work there remains work available, all remaining employees will be assigned work in seniority order to routes with largest estimated hours available.

   B. After the initial startup mentioned above, runs will be posted for bid the week before Columbus Day for three (3) days to give all employees ample time to review the routes. Bidding on permanent routes will take place on a day agreed to by the Company and the Union. A seniority list will also be posted, including bid times, estimated hours, and any monitor requirements or special-needs requirements known to the Company at the time of posting. A separate bid shall be scheduled for

summer work and conducted on the week prior to the end of the school year in June.

B1. If the Company's customer(s) request that routes be bid prior to the start of the school year, the Company will comply with that request and bid all work at affected location(s) accordingly, and bids at the other times set forth in this Section shall not be conducted."

C. Runs will change on the Tuesday following Columbus Day. Monitors will remain on their previous run for one additional week to assist the new driver.

D. If an employee is unable to make his/her scheduled bid time, the employee is required to bid by proxy. This proxy bid must be submitted to the Union Steward. If an employee is not present at his/her bid time and has not submitted a proxy bid to his/her Steward, the employee would lose his/her place in bidding. Should the employee arrive late, he/she will be allowed to bid at the time he/she arrives, but will only be allowed to bid on what is left. After all bidding is completed, a subsequent time will be arranged and the absent employees, or employees who waived or exhausted their proxy shall bid runs that remain by seniority.

E. Any routes after the initial bid in October, or becoming open during the school year or added routes after the initial bid shall be posted for seventy-two (72) hours and shall be assigned to the bidder with the most seniority, provided he/she is qualified. The Company and Union representative will assign the bids. If for some reason the Union Representative cannot be available, the Company will notify the Union of the awarded bid. The awarded bid is to begin at least 24 hours after the award. Copies of all bid awards will be provided to the Union. The successful bidder's former route shall then be bid and assigned as above.

F. Once an employee successfully bids a new route or route that becomes open during the September through June school year (after the initial bid as defined in Subsection (A) above, he/she will be prohibited from bidding on another new or open route for the remainder of the school year.

G. The Company may assign an employee to a route when no qualified person had bid on such route and will notify the Union. These routes will be first offered to available employees by seniority and, if refused, will be assigned to the least senior available employee. The Union will be notified of all assigned routes.

H. Temporary Bids: Temporary bids will be awarded to the most senior bidder not currently holding a bid run, or if holding a permanent bid, the temporary bid does not conflict with the times of his/her permanent home-to-school bid.

I. If an employee's route is eliminated, or the hours of a route are decreased by more than one-half hour per day, the employee will be given the option to bump a lesser senior employee holding a bid with the same or less average hours as the bid he/she held not to exceed forty (40) hours. When a trial change of student placement causes the decrease, the employee's scheduled hours will not change until the placement is determined to be permanent. This shall not exceed a two-week period.

If a driver's route time is increased by two (2) hours and thirty (30) minutes or more in a workweek, the route shall be posted for seventy-two (72) hours and shall be assigned to the senior bidder who had an original bid comprising of equal or less in hours than the posted bid. The successful bidder's former route and the displaced driver shall be bid in accordance with the terms and provisions as recognized in Article 8, Section I.

J. Upgrading: Employees will be upgraded on a voluntary basis by seniority.

K. Familiarization: All employees will be paid for training in order to familiarize them with new equipment.

L. All bids shall be binding after the initial bid, when the Company adds additional time causing the bid to go over forty (40) hours.

M. Should a customer request the same driver and/or monitor on a route that includes midday run, the bid will be so indicated as including a midday, and bid accordingly.

N. Drivers shall have the opportunity to select their bus or van at the time of the specific bid period in accordance with their seniority and classification. The Company will provide a roster of available equipment. There shall be no bumping onto other vehicles. If a bus is out of service, a vehicle will be assigned by the Company.

6. **Probationary Period**: New employees shall be on probation until completion of sixty (60) working days of service from the date of last hiring. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Company. Discharge during the probationary period shall not be subject to Article 10, Grievance Procedure. Upon completion of sixty (60) working days, such employees shall enjoy seniority status from the date of last hiring.

7. **Leave of Absence:** A leave of absence is an excused absence without pay and without loss of seniority. Planned leave of absence must be requested at least thirty days in advance, and will be approved or denied within five days of request.

An employee desiring a leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days, and may be extended by mutual agreement for like periods, or as provided elsewhere in this contract. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to between the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and job for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

A. **Disability Leave of Absence**
Any employee who is unable to work because of a non work-related medical disability or injury and furnishes evidence satisfactory to the Company and provides

monthly medical updates will be entitled to a leave of absence during the period that such injury or illness prevents him/her from reasonably performing his assigned duties. Seniority during such period shall be accumulative.

B. Workers' Compensation Injury or Illness

Any employee who is unable to work because of a worker's compensation injury or illness and who furnishes evidence satisfactory to the Company and provides medical updates at the Company's request will be entitled to a leave of absence during the period that such injury or illness prevents him/her from reasonably performing his/her assigned duties. Seniority during such period shall be accumulative.

C. Notification

All leaves of absence due to sickness, disability, maternity or adoption may be granted by the Company for one year and may be extended through mutual agreement between the Company and the Union. Any employee requesting a leave of absence will furnish the Company with a statement from a doctor indicating the employee's disability. The Company may require a physical examination if a question arises regarding the disability or sickness.

An employee requesting a leave of absence will complete the forms applicable and submit them to his/her branch manager at least thirty (30) days in advance, subject to approval by the Personnel Department. Any employee furnishing false information to obtain a leave of absence shall be considered as having resigned his/her employment with the Company.

The Company and the Union agree that giving advance notification to his/her terminal manager is recommended before an employee finalizes his/her plans.

8. **Employees on Leave Due to Disability or Compensation:** Employees on leave due to disability or compensation may have their route held as a temporary bid for up to thirty (30) days. At the end of the thirty (30)-day period, the route shall become a bid route and offered to employees on a seniority basis. When an employee returns to work beyond the thirty (30)-day period, the employee shall return to his/her original bid route. The employee displaced from this route shall have the option to bump a lesser senior employee holding a bid with the same or less average hours as the bid formerly held. The displaced employee cannot return to his/her original bid route. An employee on disability or compensation at a specified bid period shall not have the authority to exercise a bid. In a case where he/she has zero bid hours, that employee would bump a junior employee.

9. **Transfer to Other Employer School Bus Operations:** Employees who transfer from this bargaining unit to any other Company school bus operation covered by Teamsters Local 449 may be credited with service with the Company for the purpose of wage rate progression, vacation credit and Company credit.

10. First Student will offer the opportunity to transfer to any of its non-union locations to any employee who does not want to work under the Teamsters contract. All years of service will be recognized at the new location for any perks First Student may offer at those locations.

ARTICLE 9
CATEGORIES AND ASSIGNMENT OF WORK

Section 1. **Home-to-School Work**: Home-to-school work shall consist of picking up student/client passengers at a prescribed location and delivering them to a school and/or returning them to the original location following the end of their school day. This is the essence of the Employer's business and its primary source of revenue. All other categories of work described in this Article are subordinate to home-to-school work. Home-to-school work shall be assigned as provided in Article VIII of this Agreement.

Section 2. **Non-Revenue Work**: "Non-revenue work" means all driver work other than regular home-to-school or charter work, and includes attendance at accident reviews, drug testing, and other work such as bus transferring, bus washing, parking, fuel tank testing, janitorial, and oil checking. Non-revenue work shall be bid by seniority at the start of each school year or as needed during the school year. Mandatory meetings called by the Company or School District will be paid at the employee's applicable hourly rate of pay. All non-contractual work will be paid at the non-revenue rate. Non-revenue assignments will be assigned in seniority order to the first available bargaining-unit employee except for the following:

The Employer shall make a good faith effort to assign available non-revenue work to bargaining-unit employees prior to assigning the work to non-bargaining-unit employees.

A. Driver trainers shall be governed by the hours or work established by the training department manager. As driver trainers are needed, a general posting with qualifications will be posted for seventy-two (72) hours at each location for anyone interested. All qualified individuals will be selected for the driver- training program in seniority order. Driver trainer seniority will be based on the day they become a trainer after completing the trainer course. Trainers shall be paid an additional $1.25 per hour when training. Driver trainers must be available for training during mid-morning periods and bid appropriately. Bid assignments will take precedence over training. Trainers shall not be held responsible for any accidents or damage that occurs when a trainee is driving. Trainers that are directed to travel between their home terminal and other training facilities shall be compensated at their training rate for all travel time.

Section 3. **Additional Revenue Work**: Additional work other than regular home-to-school work and charter work and includes replacing absent drivers or attendants on runs, or to cover an early release that conflicts with a driver's regularly scheduled midday work. This work will be assigned by seniority from an additional revenue work availability sheet. If there are no eligible employees available, this additional work will be assigned by management.

In the event that a bargaining-unit employee is unavailable, the Employer may assign the work to non-bargaining unit employees (supervisors, etc.). The Employer shall make a good faith effort to assign additional revenue work to bargaining-unit employees prior to assigning the work to non-bargaining-unit employees.

If Union stewards are requested by the Company to perform the coordination of charter rotation and other scheduling, they shall be compensated at their regular rate of pay for their actual time spent scheduling. Such time spent shall be considered working hours in computing daily and/or weekly

overtime. The Union agrees not to abuse this privilege. The Company reserves the right to discontinue the use of stewards for the coordination of scheduling at any time.

Section 4. **Charter and Extra-Curricular Work Defined**: All revenue work other than home-to-school assignments, or incidental activity arising during the course of a work day that involves the operation of an Employer's vehicle shall be defined as Charter or Extra-Curricular work and shall be assigned to a qualified driver as provided in Sections 5 and 6 of this Article.

Section 5. **Charter and Extra-Curricular Work Sign-Up**: A qualified employee wishing to be considered for charter assignments shall sign up on a ***Charter Availability Sheet*** by noon on the Tuesday prior to the week being assigned. On the availability sheet they will list the times they want to be available for charter assignment. It is the employee's responsibility to keep his/her availability sign-up accurate.

Section 6. **Charter and Extra-Curricular Work Posting**:

Charter Hours Rotation - Equalization of Charter Hours
All charters will be assigned by seniority rotation and posted for the following Sunday through Saturday week (same as pay week). If there are no charters within an employee's availability when his/her turn in rotation comes, he/she will be bypassed, and the assignment in rotation by seniority will continue until all available charters have been filled. When assignments are posted, all relevant details (including the estimate trip time) will be included. Additional charter or extra curricular work (not available when regular assignments were done) will be assigned as soon as possible after it is received. The assignment will be posted and the assigned employee will be notified of this additional work assignment.

A driver who volunteers to perform charter work or is directed by the Company to perform charter work when no other driver is available under the rotation system in the paragraph above will retain his or her place in the weekly charter rotation, but will not be assigned charter work if any overtime would result.

The assigned employees must okay the assignments by their initials no later than 11:00 A.M. the day prior to the scheduled assignment. If a charter or extra-curricular assignment has not been okayed, it will be awarded to the next available employee in seniority rotation, and the replaced employee will be charged with a refusal. Drivers accumulating three (3) refusals will be denied a charter assignment for thirty (30) days from the date of the third refusal.

To avoid the above penalty, employees may put in a ***temporary change*** of charter availability by turning in a slip showing they are not available for assignment at any given time or day for the next week by 12:00 noon on Tuesday. Slips for this purpose will be made available. These ***Charter Assignment Change*** slips are to be used when drivers have other known commitments (i.e. doctors appointments, court dates, government agency appointments, early release, something to do that's family related, etc.). ***These are temporary changes only and will be disregarded after the affected week has been assigned.***

To make a ***permanent change*** in availability hours, a new ***Charter Availability Sheet*** must be submitted no later than noon on the Tuesday prior to the week it is to go into effect.

An employee who refuses or is absent for a charter assignment more than three times in a contract year shall not be eligible for a charter assignment for 30 calendar days. Eligibility shall commence the first Tuesday following the thirty (30)-day period.

Once an employee has re-established charter availability, the identical rules and procedures stated above shall be repetitive and conclude at the end of each contract year.

Section 7. **Assignment by Classification:** Charter work at the Bailey location will split into two separate classifications, which shall be designated as Big Bus (B) and Van (C). Employees shall only make themselves available for a single classification for charter opportunities. The Company may use qualified employees to perform bargaining-unit work only when either classification based on availability is exhausted.

At the North Tonawanda locations, the above shall apply during the summer sessions only, relative to Section 7.

Section 8. **Work Qualifications**: In order to qualify for a category of work under this Agreement, an employee must be fully qualified to operate the required equipment safely and efficiently and must possess all required licenses and certificates for the category of work desired.

Section 9. **Records**: Record of charter work will be provided to a steward or other Union official upon request.

Section 10. **Overtime**: An employee shall not be permitted to bid on a combination of work assignments that would put the employee over forty (40) hours for the workweek unless requested and approved in advance by the management. Extra work shall be offered to the most senior employees, who would not be put in an overtime position. If all available employees would be put in an overtime position, the work shall be offered to the most senior employee and the employee's total number of current hours worked shall not dictate such assignment. In the event all available employees reject the available work, management may assign the work at its discretion.

Section 11. **All midday runs** shall be bid separately on a seniority basis. Employees shall select one (1) midday run during the specified bid period. A specific midday run shall not be split into separate days, and the bid shall encompass the weekly requirements.

Section 12. **A preferred layoff** will be offered to employees, on a seniority basis, based upon summer requirements. If needed, employees on preferred layoff will be called back utilizing the lowest seniority employee(s) first until all work is covered. Failure to return within forty-eight (48) hours of notification by registered mail at the employee's last known address will be considered a voluntary resignation with no excuses.

Section 13. If there is a conflict between a driver's regularly scheduled midday route and an early release for his/her regularly scheduled A.M./P.M. HTS and the early release would be more time, the driver will be given the choice of which route he/she would prefer to do. This option is available to drivers only. A regularly scheduled monitor on a midday pre-kindergarten or kindergarten run must do his/her scheduled midday run.

Section 14. **Subcontracting**: The Company agrees to utilize drivers from a Teamster Local 449 location to perform bargaining-unit work, if they are available, prior to utilizing non-bargaining unit

employees from other First Student operations. The parties agree that utilizing non-bargaining unit members should only be done in emergency situations. The Company agrees not to utilize non-bargaining unit employees in an attempt to refuse to hire additional bargaining-unit members. The Company shall hire additional bargaining-unit employees when the amount of work justifies such hiring. The parties agree that the continuous use of non-bargaining unit members to perform bargaining-unit work is an indication of a need for additional bargaining-unit members. The parties understand that the terms and conditions of Article 2, Union Security, of this Agreement is applicable to non-bargaining unit employees who are performing work covered by Article 1, Recognition, of this Agreement.

ARTICLE 10
GRIEVANCE PROCEDURE

If any disagreement arises over the application or interpretation of the express provisions of this Agreement, the employees, the Union, and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes. A verbal discussion must be held between Employee, Manager, and Union Representative or Business Agent to attempt to resolve any problem before a grievance is submitted.

Step One: The grievance shall be reduced to writing within ten (10) working days after the employee knew or should have known of the incident that gave rise to the grievance. The grievance must include the employee's name, the date, the nature of the grievance, the specific Article that is in dispute and the remedy sought, and said grievance shall be presented to the Terminal Manager and a copy to the District Manager.

Step Two: If the grievance is not settled within one (1) calendar week following Step 1, the grievance will be submitted, in writing, by the Union to the District Manager of the Company or his/her designee at which time a meeting date will be set by both parties. This time limit may be extended by written mutual agreement between the parties.

Step Three:

A. If the Company and the Union fail to settle the grievance within one (1) calendar week following Step 2 of the Grievance Procedure, either party may, within ten (10) days, notify the other of intent to submit the issue to arbitration.

B. Upon notice of intent to arbitrate, the Company and the Union will promptly notify the Federal Mediation and Conciliation Service (FMCS) or, by mutually written agreement, the New York State Arbitration Panel.

C. The arbitration shall be scheduled as promptly as possible, but in no event later than thirty (30) days following the date the arbitrator is selected. This time limit may be extended by mutual agreement of the parties.

D. The arbitrator shall have no authority to:

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

2. Fashion a remedy in any grievance in which he/she 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;
3. Fashion a remedy in any grievance that is inconsistent with any of the terms or conditions of one of the Company's revenue contracts; or
4. Fashion a remedy in any grievance that back pay is awarded retroactively for more than ten (10) days prior to the date on which the grievance was filed.

E. The specific steps provided for in this Article, as well as the time limits for each, are intended by the parties to be followed strictly in all cases, except when the parties shall agree, in writing, to delete or to add steps or to extend specific time limits. Any deviation from the specific steps and time limits, except as provided for in this paragraph, shall result in the grievance being barred for all proposes.

F. The decision of the arbitrator shall be final and binding upon both parties and any award made shall be put into effect promptly.

G. The expenses of arbitration shall be shared equally by the Company and the Union.

H. The following violations shall be considered indisputable and, if not rectified immediately (within 14 days of written notice to the Company), the Union or the affected employee shall be entitled to damages in the amount of double the amount due.

1. Non-payment of the established wage rate when due, provided for in this contract.
2. Non-payment of the established benefit when due, provided for in this contract.
3. Non-compliance with dues check-off deduction and forwarding of the member's money to the Union.

ARTICLE 11
DISCIPLINE AND DISCHARGE

1. **Just Cause**: Employees who have completed the probationary period may be disciplined or discharged for just cause. The Type of discipline will depend upon the seriousness of the offense, the employee's past record and related circumstances. The Company will use progressive discipline, however, the Company and the Union recognize that certain serious offenses may lead to suspension or termination without prior discipline. Among such serious offenses are:

a. Involvement (as a Company vehicle operator) in three driver- preventable traffic accidents in a 24-month period or if anyone is injured in an accident.

b. Conviction (including a plea of "no contest") of a felony, misdemeanor or vehicle code violation of use of drugs or alcohol while operating a motor vehicle.

c. Failure to obey the lawful instruction of a public safety official while on Company time.

d. Possession or use of alcohol or illegal drugs on Company time or property.

e. Violation of Company drug and alcohol policy.

f. Using abusive, harassing or threatening language towards an employee, a customer, a member of management or of the public.

g. Fighting.

h. Deliberately damaging, destroying or defacing the property of the Company or that of another employee.

i. Theft or other dishonesty, including falsifying hours worked.

j. Bringing a weapon onto the Company premises or vehicle.

k. Receipt by the Company from a contracted customer of a notice to remove an employee from performing service under that contract.

2. **Progressive Discipline**: Except as described above, an employee may be disciplined according to the following discipline formula. In order to be applicable in the progressive discipline formula, a warning notice must be for the same or similar offenses of similar severity or importance to the conduct of the Company's business. With each such warning, the discipline imposed shall not exceed the following:

First offense	Documental verbal warning
Second offense	Written warning
Third offense	Suspension of up to 10 days
Fourth offense	Termination

3. **Employees Disciplinary**: Disciplinary offenses shall be maintained by the Employer. Specific offenses shall be maintained on a rolling twelve (12) month basis and will be invalid if no other disciplinary offenses occur within that time. Safety related offenses are exempt from this procedure.

4. **Preventable Accidents**: In addition to the provisions of Section 1 of this Article, the Company shall have the right to apply the following discipline in the case of preventable motor vehicle accidents involving a Company vehicle consistent with the Driver Handbook:

A. First Preventable Accident:
- Written warning and driver evaluation and retraining; or
- Suspension 1-5 days (optional) and retraining;

B. Second Preventable Accident:
- Written reprimand and driver evaluation and retraining; or
- Suspension 2-15 days and retraining;

C. Third Preventable Accident:
- Termination (optional) within a three (3) year period.

5. **Absenteeism**: To meet transportation needs in the safest way possible, all attempts will be made to keep regularly assigned drivers and/or attendants on assigned runs. To do this it is necessary for all employees to strive for a good attendance record. Every attempt should be made to schedule appointments around working hours. Absences will be excused when documentation proving the need for the absence is provided within five (5) days. Employees with excessive unexcused absences will be subject to progressive discipline and possible termination.

6. **No Show/No Call** (within one contract year September through August):

First offense	Verbal warning
Second offense	Written warning
Third offense	Hearing; 1-3 day suspension
Fourth offense	Termination

7. **Customers Compliance**: If the Company is required to remove an employee from a route at the school district's request, the Company agrees to discuss the matter with the school district as soon as practical to attempt to adjust or resolve the issue. If the school district maintains its position on the removal of the employee, the Company will meet with the Union to discuss the status of the employee. The Union will be given a copy of the directive requiring the removal of the employee, if such directive exists. If the school district does not provide a directive requiring removal of an employee in writing, First Student will, in writing, provide the Union and the Employee with a description of the directive. An employee who is removed from his/her position due to no fault of their own shall be placed in the bargaining unit in accordance with his/her seniority for purposes of bumping rights. Should the Company decide to discipline the employee, such disciplinary action would be subject to the grievance procedure. However, the requirement to remove the employee shall not be subject to the grievance procedure.

8. **Union Notification:** The Union, the Steward, and the employees will be given a copy of all written disciplinary actions, including Warning Notices, promptly on their effective date.

ARTICLE 12
NON-DISCRIMINATION

1. **Non-Discrimination**: The Employer and the Union will comply with all laws prohibiting discrimination against any employee because of race, color, creed, religion, sex (including sexual harassment), national origin, age, disability, veteran status or any other protected classification, and will comply with all Federal State and Municipal Laws regarding protected classifications.

2. **Harassment**: It is the understanding of the parties, there shall be no harassment by any person, management or Union employee, whether or not it be sexual in nature or any other form. No person will be allowed to defame any other person with profanity of any type. No person will be allowed to defame in any sexual way as to the character of any such person or individual by name calling, including any advances to any such employee or provoke in any way that may cause, under the term, sexual harassment in the workplace as defined by law.

3. **Compensation Claims:** The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all employees, even though not required by state law or the equivalent thereof, if the injury arose out of or in the course of employment.

ARTICLE 13
HOURS OF WORK AND OVERTIME/ DISAGREEMENT ON ESTIMATED ROUTE TIMES

1. **Guarantees**: All employees covered by this agreement shall be paid for all time worked. Drivers shall be paid a minimum guarantee of two hours and fifteen minutes (2-1/4 hours) for A.M. and a minimum guarantee of two hours and fifteen minutes (2-1/4 hours) for P.M. Monitors/aides shall be paid a minimum guarantee of two (2) hours for A.M. and a minimum guarantee of two (2) hours for P.M. In order to receive the minimum guarantee, the employee must be on time and work the A.M. or P.M. shift.

2. **Guarantee Exceeded**: Any driver who exceeds the guarantee will be paid actual time worked beyond the guarantee.

3. **Driver Pre-Trip and Post-Trip**: All drivers will be paid a fifteen (15) minute pre-trip allowance, which will be included in the estimated time or flat rate for each run. A post trip of five (5) minutes clean-up allowance in the P.M. will also be included. These allowances are applicable to all work including charter work and are built into the estimated run time.

4. **Disagreement on Estimated Route Times**: If the Company and employee disagree on the estimated time of a route, the employee and the Union Representatives are to review the route step by step. The review of all such routes and estimated times to perform the route submitted by the driver must be completed by the Employer in a two (2)- week period from the specific bid periods as recognized in the agreement. The estimated time to perform routes may change during the school year due to the addition or deletion of students on the routes, or through an analysis of a route using a GPS tracking system (e.g. Zonar). If the driver disputes the estimated time change during the year, Company personnel will inform the employee and Union Representatives of its findings. The review of all such routes must be completed in a two (2)- week period from the original notification of the request. If resolution is not reached, the Company and Union Representatives will review the run together. When adjustments are necessary, they shall be incorporated into the master route schedule.

5. **Overtime**: All work performed in excess of forty (40) hours per week shall constitute overtime. Overtime pay will be one and one-half (1-1/2) times the hourly rate in effect.

6. **Stand-By Driver Rate of Pay:** Drivers who are directed by management to stand by while awaiting possible extra-work assignments will be paid the applicable hourly rate for that stand-by time.

An employee who bids or is assigned as a regular stand-by driver will be guaranteed two hours and fifteen minutes (2¼ hours) at the applicable hourly rate of pay or paid for actual time worked, whichever is greater.

7. Employees will be paid a one (1) hour guarantee for a midday run or actual time, whichever is greater.

8. Employees who are scheduled to perform charter work and who report to the terminal and said work is cancelled will be paid two (2) hours show-up pay at their applicable hourly rate. Employees who are scheduled to perform extra-curricular work, which is exclusive of home-to-school work, and who report to the terminal and said work is cancelled with less than a twenty-four (24) hour advance notice shall be paid the number of hours comprising the employee's current schedule (flat rate) for such extracurricular work. Employees will be paid at their applicable hourly rate. This work shall include all after-school programs (late runs/sports runs).

9. Employees will be guaranteed two (2) hours for charter (that does not conflict with regular hours) or summer work, except for split trips wherein actual time will be paid. A minimum of three (3) hours will be paid for split trips on non-school days (no layover involved).

10. When a charter or summer work is posted for bid, a layover shall apply if the time would allow an employee to be available at the terminal for less than two (2) hours.

ARTICLE 14
BENEFITS

1. **Jury Duty**: All non-probationary employees required to serve on jury duty shall be compensated for the difference between their regular daily rate and the amount received from the Court after serving jury duty; provided, however, that no employees shall be eligible to receive such payment for more than two (2) weeks. Employees shall make every attempt to schedule jury duty outside the school year.

2. **Bereavement Leave**:

   A. Funeral Pay Eligibility: A non-probationary employee assigned to a classification covered by this contract shall, upon request, be granted up to three (3) days with pay to attend the funeral of his/her spouse, mother, father, stepparents, brother, sister, son, stepson, daughter, stepdaughter, current mother-in-law, current father-in-law, grandmother or grandfather and grandchildren, and one (1)-day travel out of state shall be paid. The Company shall have the right to require proof of death of the relative and of attendance at the funeral.

   B. Funeral Pay Calculation: Funeral pay, as provided in this Article, shall be paid at the driver's, attendant's, and mechanic's straight time, hourly rate of pay and shall be paid for the number of hours comprising the employee's current daily hours.

3. **Park outs**: The Company shall determine when it is economically and operationally advantageous to provide that an employee "Park out," or keep the vehicle assigned to him at an approved park out location rather than to keep it at the Company's facility. The Company shall retain the exclusive right to cancel this privilege. Park outs will be subject to the same guarantees as would apply should they report to the terminal. The Company will assign a monitor to perform any related monitor duties on the park-out based upon the origin of the park-out and the monitor's residence or pick-up location. Seniority shall prevail when the residence or pick-up proximity is equal.

4. **Holidays**: For all regular employees having completed the mandatory sixty (60) working-day probation, there shall be seven (7) holidays annually: Martin Luther King Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after. Calculation of pay for holidays will be in dollars rather than hours. The employee would be paid his regularly scheduled time for the day at their current hourly rate. Example: 4 hours at $10.50 = $42.00 for that day. This pay shall not be included when calculating overtime for that week. Stand-by drivers will be paid an average of the hours paid in the previous two weeks to calculate their holiday pay.

5. **Personal Days:** There shall be two (2) paid personal days. Personal days may be used as half days. The employee shall be paid his/her regularly scheduled time for the day at his/her current hourly rate. Employees who do not take their personal days during the contractual year from September to August will be paid, provided they make the request in writing no later than September 1. Personal days and holidays will not count toward the forty (40) hours for purposes of charter eligibility.

   Effective September 1, 2017, the following schedule shall apply:

Years of Service	Personal Days
60 days to 8 years	2
More than 8 years to 20 years	3
More than 20 years	4

   The allotted number of personal days shall be awarded immediately upon reaching the service level above.

6. **Wages**: See Appendix "A." Wage rates are effective on the employee's anniversary date.

7. **401(k)**: Drivers and monitors shall be able to participate in the Company's 401(k) in accordance with the eligibility conditions and restrictions of the plan. The Company will match an employee's 401(k) contribution fifty cents on the dollar up to $250.00 per year.

8. **National Healthcare Program:** The parties recognize that healthcare insurance is an issue that is significant and constantly changing. In the event that the Federal Government institutes a National Healthcare Program or either party is able to formulate a program that provides benefits that are as good or better than those the employees currently receive at an equal or lower cost to the employees and the Employer, either party may initiate a re-opener of the provisions of the Agreement concerning healthcare benefits with a sixty (60)-day notice of intent to renegotiate such provisions with the understanding that both parties must agree beforehand, after discussion and analysis, to reopen the agreement specifically as it

relates to healthcare benefits.

ARTICLE 15
GENERAL CONDITIONS

1. **Tolls**: All toll tickets and equipment issued to drivers shall be accompanied by a receipt signed by the driver in order to avoid any disputes as to the amount owed to the driver.

2. **Expenses**: The Employer shall reimburse all drivers for telephone calls and expenses incurred having direct relation to operations. Drivers who perform charter work may receive an advance to cover expenses directly related to the charter.

3. **Paychecks**: The payroll period shall be from Sunday to Saturday, inclusive, with payday not later than Friday. The Company will make every effort to issue paychecks by 3:00 P.M. on Friday. Should the staff be scheduled a half-day off (example, Good Friday), a notice will be posted and copy of such notice given to all employees with their paychecks the week prior to this day. Paychecks will then be made available from 8:00 A.M. through 12:00 noon on these days. Each employee shall be provided with a statement of total hours, gross earnings, hours worked at each applicable hourly rate listed by classification, and an itemized statement of deductions made for any purpose each week. Shortages of $50.00 or more will be made up within three (3) business days. Shortages under $50.00 will be adjusted in the next week's paycheck. The Company will notify the Union immediately of any emergency that is out of their control that would prevent them from following these procedures. The Employer's failure to correct the shortage in a timely manner as prescribed shall be penalized with the shortage being paid at double the amount due to the employee who has suffered the shortage.

4. **Safety and Maintenance**: Drivers of buses shall be required at all times to keep clean and free of obstructions the windshield, rear windows, mirrors, and any other areas which may present a safety hazard. The driver is responsible for maintaining a clean and safe bus including, but limited to, the interior of the bus, its floor and windows, and other areas as appropriate and necessary. All drivers, including charter and casual drivers, are required to clean their assigned buses for that day. Employees will be paid for all time spent cleaning their buses. It is expected that drivers whose routes include layover time will clean their buses during this paid period. Drivers whose routes do not include layover time shall complete an exception report for time spent cleaning their buses and shall be paid at their applicable hourly rate of pay. The Employer is responsible for providing equipment necessary for safe and normal cleanliness of a bus, such as wastebaskets, garbage bags, paper towels, window cleaner and spray bottle, broom, ice scraper, body fluid kits, and gloves. Drivers shall be required to clean or handle blood, bodily waste or fluids, and shall receive specialized training to perform these functions. Such training shall be paid at their applicable hourly rates of pay.

5. **State-Mandated 19-A Requirements:** Every attempt will be made to give a seventy-two (72)-hour notice for a mandatory Company meeting or state- mandated 19-A requirements. All time that employee is under the control of First Student will be compensated at the employee's applicable hourly rate of pay.

6. **Accident Reports**: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. As required by the Employer, the employee, before going off duty and before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on Employer's time.

7. **Examinations**: All examinations, when required by the Employer, whether it be federal, state or any other examination performed under the Employer's direction, shall be paid for by the Employer.

   The Employer reserves the right to select its own medical examiner or physician. However, if the employee believes an injustice has been done, he shall have the right to be examined by his own doctor and, in the event of a disagreement between the doctor selected by the Employer and the employee's own doctor, then the doctor selected by the Employer and the employee's own doctor shall select a third doctor within thirty (30) days whose opinion shall be final. The expense of the third doctor shall be borne by the Employer.

8. **Drug and Alcohol Policy**: In acknowledgement of the nature of the Employer's operation and the very special and overriding safety considerations, the parties have adopted formal provisions for fitness-of-duty drug and alcohol screening. Such provision is included in Appendix "C", which is attached hereto and is expressly made part of this Agreement.

9. **Lie Detector Test**: The Company shall not require as a condition of employment or continuation of employment that an employee or other individual take a polygraph test or any form of mechanical or electrical lie detector test.

10. **Snow Days:** Should a school closing be announced less than one hour prior to an employee's scheduled report time, the employee will be paid a two hour show-up pay provided he/she reports to his/her terminal by his/her normally scheduled report time. In the event a driver has more than one student or school and any of the schools remain open or the student must be picked up, he/she shall receive the minimum of 2.25 hours or actual time worked, whichever is greater.

11. The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times, and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer will treat employees with respect and dignity at all times. The employees will also treat each other, as well as the Employer, with dignity and respect.

12. **Bonus Program**: The Company agrees that if it is going to institute another employee referral sign on bonus, the Company will notify the Union, subject to bargaining.

    Longevity Bonus: Effective September 1, 2011, bargaining unit members shall receive a yearly bonus, to be paid the first full week in September, in accordance with the following schedule based on years of service as recognized on the current seniority roster.

    ~Year 5 through 15 - $100.00 paid each year on an annual basis.
    ~15+ Years - $200.00 paid each year on an annual basis.

13. **Direct Deposit:** If the employee requests, the Employer shall directly deposit the employee's regular paycheck into the employee's bank account on or prior to the regular pay date.

14. **Defective Equipment and Dangerous Conditions of Work:** The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operation condition or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment, which is refused because not mechanically sound or properly equipped, cannot be used by other drivers until the maintenance department has adjusted the complaint. The decision of the contract manager shall be final as to whether or not a driver is justified in refusing to operate a Company vehicle. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property.

    Employees shall not be required to exceed the stated capacity of any vehicle.

    Parking Lot/Yard Safety: The Employer shall provide proper lighting and maintenance to all areas as required by law.

15. **Protection of Rights:** The Employer shall not enter into any agreement or contract with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void. All employees shall work in accordance with this Agreement. The Employer recognizes and acknowledges this Agreement. Any past verbal agreements will no longer be in effect from the date of the signing of this Agreement.

    Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or replacement, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place(s) of business, or refuses to go through a picket line due to concerns for his or her safety, or the safety of his/her passengers, except a picket line at a school or other facility where the Employer is contractually obligated to pick up or drop off school children. In the case where a picket line exists at a school/facility, the Company will coordinate with the School District to establish a safe place for the passengers to disembark.

16. **Personnel Files:** Upon a reasonable request by an employee, authorization will be granted for the employee at a time convenient to the employee and to the Company to examine his/her personnel file in the presence of a Union Steward or Union Representative. Upon inspection, an employee shall be supplied with copies of any documents in his/her file. Upon review of personnel records by the employee, an item not comprehensible to the employee will be explained. After such review, a written acknowledgement by the employee of such review will be placed in the personnel file.

    The Company shall maintain files in accordance with applicable law for all matters pertaining to a particular employee, which shall be accessible to the employee.

The Company will not release any information in an employee's personnel file to outside sources other than dates of employment unless legally required to do so or if authorized in writing by the employee. This provision will not preclude the Company from utilizing an employee's personnel file for disciplinary matters or legal proceedings, including arbitrations, mediations, hearing or legal proceedings before any agency or court.

ARTICLE 16
SAVINGS CLAUSE

1. **Separability**: Any part of this Agreement which conflicts with applicable city, state, or federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provision. Nothing contained in this Agreement is intended to violate any federal or state laws, rules, or regulations made pursuant thereto.

2. **Exclusive Agreement**: This is the exclusive Agreement between the parties with all prior agreements becoming void on the effective date of this Agreement. This Agreement includes all addendums and letters of agreement executed simultaneously herewith and subsequent hereto provided. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. It is the intent of this agreement that the parties arrive at substitute language that effectuates to the extent legally possible, the original intent of the invalid provision(s).

ARTICLE 17
MISCELLANEOUS

1. **Court Appearance**: When an employee is required to appear in any court for the purpose of testifying, not as a plaintiff or claimant or defendant, because of any Employer-related accident he/she may have been involved in during working hours, such employee shall be reimbursed, in full, by the Employer for regularly scheduled home-to-school work lost because of such appearance.

2. **Safety Violation**: Employees shall immediately report a citation for overloading vehicles to the Branch or District Manager.

3. **Injuries On The Job**: When a regular employee is injured on the job, the employee shall be paid for the number of hours comprising the employee's current schedule for the day injured, provided he is instructed by the Employer or the employee's physician to cease work as a result of an injury.

4. **Reporting**: Any employee who will not be able to make his/her run must call the dispatcher one (1) hour before a run is to begin, stating the fact of his inability to make the run and the reason therefore. Drivers are required to report at their designated report time.

Monitors are required to report five (5) minutes prior to the scheduled leave time of their run. If not there at this report time, the driver or monitor can be replaced at the Company's option.

The Employer or dispatcher shall provide means of communication, such as an answering machine or alternate phone numbers, which shall allow employees to notify the Employer of an absence one (1) hour or more before his/her regular scheduled start time.

5. **Drivers**: All drivers shall report for duty in a neat and presentable manner and shall wear uniform, if provided by the Company.

6. **New York State mandatory training** shall be paid at a $250.00 flat fee for bargaining unit members in the driver classifications. Monitors shall be paid a $100.00 flat fee for this training for the duration of the agreement.

7. **Maintenance of Standards:** The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in the Agreement, or has been negotiated for adequate replacement.

   It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors, such as clerical or typographical errors, made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ten (10) days from the date of error. In no event shall it apply to errors, the correction of which may be substantive or where the Union and Company disagrees that an error was made. If the Union or the Employer is at an impasse, both parties may use the grievance procedure, if needed, as outlined in the Agreement.

ARTICLE 18
TRANSFER RATES

1. **Transfer Rates**: The Union and the Employer agree that any time an employee covered by this Agreement is assigned for the Employer's convenience to a lower paying classification, said employee shall continue to be compensated at the employee's normal hourly rate. The Employer and the Union further agree that when an employee covered by this Agreement successfully bids into a lower paying job classification, the employee shall be compensated at the regular hourly rate for that job classification.

   The Union and the Employer agree that when an employee is assigned to a higher pay classification, the employee will be paid at the higher rate.

ARTICLE 19
DRIVER SAFETY COMMITTEE

The Employer and the Union shall each designate no more than two (2) representatives to serve on a joint Union-Management Committee whose functions shall make suggestions to the Terminal Manager regarding any conditions affecting the safety and health of employees and to make recommendations as to how such conditions may be corrected.

The Company shall have the right to establish safety rules.

All members of the Committee shall be Company employees.

ARTICLE 20
DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of September 1, 2016, and shall continue in effect until midnight, August 31, 2019, during which time there shall be no reopening to consider wages, working conditions or other terms of employment other than as set forth above, and shall continue in effect thereafter from year to year unless terminated by lawful notice by either party giving to the other party not less than sixty (60)-days prior written notice of its desire to so eliminate the agreement on August 31, 2019, or any subsequent year.

ARTICLE 21
TRANSFER OF COMPANY TITLE OF INTEREST

This Agreement and Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their administrators, executors and assigns. In the event an entire operation or rights only are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, the Employer shall make sure that such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this Section that the parties hereto shall not use any leasing device or subterfuge to a third party to evade this Agreement.

The Employer shall provide at least sixty (60)-days written notice to the Union of any transaction within the meaning of this Article.

Agreed to:

7/17/2017
Dated

7/17/2017
Dated

For First Student, Inc.

In witness whereof, the parties have caused this Agreement to be duly executed this 17 day of July, 20 17.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "A"
DRIVER/MONITOR RATES

	9/1/2016	9/1/2017	9/1/2018
	Bus Drivers		
Starting Rate	$13.00	$13.20	$13.40
One Year of Service	$13.20	$13.40	$13.60
Two Years of Service	$13.40	$13.60	$13.80
Three or more Years of Service	$19.65	$20.00	$20.20

	9/1/2016	9/1/2017	9/1/2018
	Van Drivers		
Starting Rate	$12.90	$13.10	$13.30
One Year of Service	$13.10	$13.30	$13.50
Two Years of Service	$13.30	$13.50	$13.70
Three or more Years of Service	$18.90	$19.15	$19.45

	9/1/2016	9/1/2017	9/1/2018
	Monitors		
Starting Rate	$10.20	$10.50	$11.10
One Year of Service	$10.40	$10.60	$11.30
Two Years of Service	$10.60	$11.00	$11.50
Three or more Years of Service	$14.05	$14.15	$14.25

	9/1/2016	9/1/2017	9/1/2018
	Non-Revenue Rate		
	$12.05	$12.20	$12.40

Charter B: $17.75 per hour
Charter C: $17.05 per hour

1. The above wage scales will be retroactive to September 1, 2016; retroactive payments of any type shall be paid only to employees who are active upon the date of ratification and will be paid by separate check within 30 days of ratification.

2. No employee shall receive a reduction in their current rate of pay as a result of this Appendix.

3. The Company reserves the right to increase the starting wage rates above with advanced notice to the Union.

Side Letter Commitment

The parties agree to meet and discuss concerns regarding school closing, early outs and yard work.

Note: An employee's personal "Starting Date" is his or her most recent date of hire with the Company.
Example: A bus driver hired on 11/6/2010 has his or her three-year anniversary and progresses to the current top rate of pay of $18.19 on 11/6/2013.

Example: A van driver hired on 11/6/2011 has his or her two-year anniversary and progresses to the two-year rate of pay of $12.50 on 11/6/2013.

Example: A monitor hired on 11/6/2010 has his or her three-year anniversary and progresses to the top rate of pay of $13.50 on 11/6/2013.

Living wage ordinances: First Student, Inc. shall be in compliance and recognize all living wage ordinances.

Life Insurance: Employees shall receive $10,000.00 life insurance paid for by the Company. Employees must enroll on the required forms specifying beneficiaries.

Upgrading Classifications: Employees changing to a higher classification shall receive pay at the rate to which their seniority with the Company would entitle them.

Starting Wages: The Company reserves the right to increase the starting wage rates above with advanced notice to the Union.

APPENDIX "B"
MAINTENANCE

	9/1/2016	9/1/2017	9/1/2018
	Mechanics		
	$25.16	$25.66	$26.16

Any mechanic who is on call for the weekend will receive a flat fee of $50.00. Each mechanic who is called in will receive his/her hourly wage (minimum of 3 hours).

Fueler/Washer Rate

August 31, 2016	$13.72
August 31, 2017	$13.72
August 31, 2018	$13.72

**Current fueler/washers shall be grand fathered*

Mechanic's Helper – The Company will negotiate applicable rates and benefits in the event they determine to fill the position.

1. **"A.S.E. Certification" Procedures**

   A. A Mechanical Department employee wishing to become "A.S.E. Certified" shall, through the Union, contact the Employer to obtain the proper application papers and which time a meeting between the Company, the employee and the Union will be held to explain the "A.S.E. Certification" Program (A.S.E.C.P.).

   B. Any cost associated in a Mechanical Department employee participating in the A.S.E.C.P. will be borne by the Company if the employee successfully completes and maintains A.S.E. School Bus Master Status i.e., Tests S1-S6-Bonus paid semi-annually February 28 and August 30.

   It is understood that all efforts will be made to utilize bargaining-unit mechanics when available.

   In the event that an A.S.E. certification becomes mandatory in New York State, the Company agrees to allow all mechanics the state's legal limit to reach the necessary certification.

2. **C.D.L. License Requirements**

   All mechanical department employees are required to possess a valid C.D.L. License with a "P" endorsement. New employees will be trained, at the Company's expense, to obtain the necessary C.D.L. requirement.

All mechanics will be included on the New York State 19A roster and must comply with all 19A mandatory examinations including annual and bi-annual recertifications, physicals and all mandatory meetings.

All mechanics must also comply with First Student's Focus on Safety or New York State Education Department requirements.

3. **Tool Allowance**

Tool Allowance	
August 31, 2016	$575.00
August 31, 2017	$600.00
August 31, 2018	$625.00

4. **Tool Inventory**

Each mechanic will be required to provide his manager or designee with an updated yearly tool inventory on September 1 of each contract year. It will be the employee's responsibility to update his tool inventory. The Company will insure the tool for replacement value to a maximum of $17,500 on fire, theft, or act of God as long as the tools are on First Student's property.

5. **Work Clothes**

The Company will provide eleven (11) sets of work clothes for each maintenance employee. The Company will be responsible for laundering required.

The Company will purchase one (1) additional winter work jacket per person for the term of this agreement. The Employer is responsible for the cleaning of the work jackets twice a year.

The Company agrees to pay each full-time maintenance employee one hundred seventy-five dollars ($175.00) per calendar year for the life of the agreement toward the purchase of approved safety shoes. Employees provided such shoes will be required to wear them.

6. **Benefits (Full-Time Mechanics)**

All full-time employees in the Maintenance Department are eligible for the benefits listed in Article 14 (Benefits) of this agreement, but must complete one (1) year of service with the Company before qualifying for a paid vacation.

A. **Health Plan Coverage**

The Company will pay a percentage of the premium cost for all full-time mechanics for a Company-sponsored HMO, currently a choice between Community Blue and Independent Health. The percentage of company contributions shall be ninety percent (90%) Company paid, and ten percent (10%) paid by the employee. This percentage of contribution is adjusted effective September 1st of each year for the duration of the agreement, September 1, 2013, through August 31, 2016.

All employees covered under this Agreement in Appendix B may avail themselves of First Student's dental plans and/or long-term disability insurance.

B. **Sick Days**

All full-time mechanics and helpers will be eligible for seven (7) paid sick days per contract year. The sick days may be used only for legitimate illness. Any unused days will not be paid for at the end of a contract year. The Company may require proof of illness.

Sick Days will count as days worked.

C. **Holidays**

The holidays for mechanics will match the Company schedule (9.5 days).

Schedules workweek, workday, and overtime provisions for Maintenance Division employees shall be as follows:

Workday	Eight (8) hours
Workweek	Forty (40) hours
Overtime Pay	Time and one-half at the regular hourly rate for all hours worked in excess of forty (40) in a workweek.

For the purpose of calculating overtime pay only, holidays shall be counted as eight (8)-hour workdays. The Company has the right to ask employees to work a reasonable amount of overtime, within the following parameters: Mandatory overtime will not exceed a total of ten (10) hours per week. Example: Two (2) hours Monday through Friday, eight (8) hours on Saturday or Sunday.

D. **Vacation**

Vacation pay is as follows:
(Paid on employee anniversary date)

Mechanic:	1-5 years	2 weeks
	5-8 years	3 weeks
	8+ years	4 weeks
Fueler/Washer:	1-5 years	2 weeks
	5-8 years	3 weeks
	8+ years	4 weeks

1. The Company will pay an employee for any unused vacation time upon the employee leaving the Company providing the employee notifies the Company at least two weeks before his final day.

2. Employees with a minimum of two (2) weeks' vacation time shall be allowed to fragment a one-week vacation period for single days off with a

48-hour notice.

3. The Company shall provide a vacation calendar effective January 1 of each year for employees to bid their vacations in seniority order. Vacations cannot be cancelled by the Employer after the employees have initialed their bid vacation weeks.

E. **401K**

In addition to a Mechanic's savings, First Student will also make a matching contribution to a Mechanics First Student Retirement Savings Plan Account equal to fifty percent (50%) of the first six percent (6%) the mechanic saves. So, for each dollar deferred up to six percent (6%), First Student will add fifty cents ($.50) for the duration of the agreement September 1, 2013, through August 31, 2016.

F. **Bereavement Leave**

The addition of stepparents and grandparents (see Appendix A). The Company will pay for time actually lost from work on regularly scheduled workdays up to three (3) consecutive regularly scheduled workdays ending with (including) the day of the burial. In the event an employee goes out of town for a funeral, he/she shall receive a fourth paid day for travel.

G. **Personal Leave**

Each employee shall receive three (3) personal days per contract year. The employee shall notify his manager or designee at least 48 hours before his requested day. These days can be taken as half days and will be sold back each year by March 1.

H. **Life Insurance**

$35,000 life insurance for mechanics.

I. When a mechanic is required to drive a regular home-to-school run or charter, he/she will receive $6.20 per hour in addition to his/her regular hourly rate for the time actually spent operating the school bus.

7. There shall be one steward per facility, designated from the mechanic classification.

WORK PRESERVATION
Memorandum of Agreement

First Student, Inc. and Teamsters Local 449, parties to the Collective Bargaining Agreement in effect on September 1, 2016, at the Walck Road, N. Tonawanda, New York location; Bailey Avenue, Buffalo, New York location; and Wheatfield Street, N. Tonawanda, New York location, hereby agree that, in the event that work currently being performed by monitors/aids (SPED work only) under the Collective Bargaining Agreement is put out for bid, the parties will meet and discuss the possible modification of monitors'/aides' wage rates, wage guarantees, and hours of work to be utilized in any such company bids. Any type of modifications to the monitors'/aides' wage rates, wage guarantees, and hours of work must be mutually agreed upon between the Employer and the Union and, thereafter, be applied to the monitors/aides for either the specific time period and expiration of the bid, or the expiration of the current Collective Bargaining Agreement, August 31, 2016, whichever event precedes, in the event the Company bid should be successful. This Memorandum of Agreement, "Work Preservation", shall expire on August 31, 2019.

For the Company	For the Union
Date: 7/13/17	Date: 7/12/2017

APPENDIX "C"
SUBSTANCE ABUSE TESTING POLICY

INTRODUCTION

First Student, Inc. (hereafter referred to as the Company) has an obligation to our employees, our customers, our passengers, and the general public to provide a safe and healthy workplace to operate the safest possible transportation system. With these goals in mind, the Company has established a policy on controlled substance and alcohol use. Having a workforce that never mixes alcohol or controlled substances while performing a safety-sensitive occupational activity is a mandatory cornerstone of our Company policy.

In addition to the requirements established in this policy, certain Company employees are subject to controlled substances and alcohol use prohibitions and drug and alcohol testing as mandated by the Federal Motor Carrier Safety and the Federal Transit Administrations. Employees who operate commercial motor vehicles requiring a Commercial Drivers' License for operation on a public road are subject to the requirements of 49 CFR Part 382. These requirements are summarized in the FMCSA Addendum to this policy. Operators, Maintenance, Dispatch, and Security personnel for revenue service vehicles are subject to the requirements of 49 CFR Part 655. These requirements are summarized in the FTA Addendum to this policy.

SECTION 1
PROHIBITED SUBSTANCES & PROHIBITIED CONDUCT

A. Controlled Substances

1. The possession, sale, distribution, or use of any controlled substance (without legitimate medical authorization) while on duty on Company property, or while performing any safety-sensitive work on behalf of the Company is prohibited.

2. Testing positive for a Company established controlled substance test or refusing to be tested is prohibited.

3. Reporting for work, remaining on duty, or being on Company property under the influence of a controlled substance is prohibited.

4. Failure to disclose use of medically authorized controlled substances that may impact the employee's performance or the safety of the employee, other employees, or the public is prohibited.

B. Alcohol

1. The sale, use, transfer, or possession of alcohol while on duty, on Company property, or while performing any safety-sensitive work on behalf of the Company is prohibited.

2. Testing positive (0.04 or greater alcohol concentration) on a Company established alcohol test or refusing to take an alcohol test is prohibited.

3. Reporting for work or remaining on duty while being under the influence of alcohol is prohibited.

C. Refusal to Submit or Refusal to Test

1. Refusal to Submit to testing as required under this policy is prohibited conduct and will result in disciplinary actions in accordance with Section 6.

2. (A) As an employee, you have refused to take a drug test if you:

(1) Failure to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Employer, consistent with applicable DOT agency regulations, after being directed to do so by the Company.
(2) Fail to remain at the testing site until the process is complete.
(3) Fail to provide a urine specimen for any drug test required by this part or DOT agency regulations;
(4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation of monitoring of your provision of a specimen;
(5) Fail to provide a sufficient amount of urine when directed, and it has been determine, through a medical evaluation, that there was no adequate medical explanation for the failure;
(6) Fail to decline to take a second test the Company or collector has directed you to take;
(7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process; or,
(8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).

(B) As an employee, you are considered to have refused to take an alcohol test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Employer, after being directed to do so by the Employer;
(2) Fail to remain at the testing site until the process is complete; provided that an employee who leaves the testing site before the testing process commenced for a pre-employment test is not deemed to have refused a test;

(3) Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations; provided that an employee who does not

provide an adequate amount of breath or saliva because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;

(4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
(5) Fail to undergo a medical examination or evaluation, as directed by the Employer as part of the insufficient breath procedures outlined at §40.265(c);
(6) Fail to cooperate with any part of the testing process.

SECTION 2
APPLICABILITY

A. As a condition of continuing employment with the Company, employees are subject to the terms of this policy.

B. Employees whose positions require a Commercial Drivers License are subject to conditions and requirements as specified in the FMCSA Addendum to this policy.

C. Employees whose positions are defined as safety-sensitive by the Federal Transit Administration (FTA) are subject to conditions and requirements as specified in the FTA Addendum to this policy.

SECTION 3
REASONABLE SUSPICION TESTING

A. Employees are subject to alcohol and/or drug testing when there is reason to believe that they have engaged in prohibited conduct as defined in Section 1 of this policy.

B. A determination that reasonable suspicion exists shall be based on specific, contemporaneous articulable observations concerning the appearance, behavior, speech or body odors of the employee. Thus, reasonable suspicion shall be based on observations made of the employee's behavior, conduct, or appearance when the employee is reporting for work, performing work, or has just completed work. The observations shall be made and documented in writing by supervisory or management personnel who have completed training on the recognition of the signs and symptoms of alcohol and drug use.

C. The decision to conduct drug and/or alcohol testing shall be made by the supervisor or manager consistent with the observed behavioral or physical symptoms.

D. An employee directed to submit to reasonable suspicion testing shall be escorted to the testing facility. The employee shall not be permitted to return to duty until receipt of satisfactory test result is confirmed.

E. If an alcohol test result is 0.02–0.039 alcohol concentration, the employee shall not be permitted to return to duty until at least 24 hours have passed since the test was administered.

F. Upon the completion of reasonable suspicion testing, the employee will be directed to arrange transportation home. Under no circumstances will the employee be permitted to drive a vehicle. If the employee refuses to obtain alternate transportation, the Company may notify local law enforcement officials as appropriate.

G. An employee who refuses to submit to an alcohol or drug test as directed will not be permitted to remain on duty, and will be subject to discipline in accordance with SECTION 6 of this policy.

SECTION 4
TESTING PROCEDURES

A. Drug Testing Procedures.

1. All drug testing will be conducted in accordance with U.S. Department of Transportation procedures as specified in 49 CFR Part 40.

2. Urine specimens will be collected from employees directed to undergo testing. The specimens will be collected at designated facilities (clinics, hospitals, laboratories, etc.) by personnel who are qualified and trained in accordance with the DOT requirements. Employees will be afforded the privacy, security, and integrity protections specified in the DOT specimen collection procedures. Each urine specimen will be divided and poured into two specimen bottles (A and B).

3. If an employee is unable to provide an adequate urine specimen as directed, he/she will be required to remain at the collection facility for three hours and will be provided up to 40 ounces of fluid to drink. If the employee is still unsuccessful, the collection facility will notify the Company, and forward copies of the CCF to the MRO and Employer. The Employer must direct the employee/applicant to obtain, within five business days, an evaluation from a licensed physician acceptable to the MRO, and determine if there is a medical explanation for his/her inability to urinate. The evaluating physician must have expertise in the medical issues associated with the inability to provide an adequate urine specimen. IF the employee refuses to undergo the medical examination, or the medical examination does not document a medical condition causing the inability to urinate, the employee is deemed to have refused to test. The MRO report to the Employer will be in writing.

4. All urine specimens will be analyzed for controlled substances as specified in the DOT drug testing procedures. All specimens will be analyzed for Marijuana, Cocaine, Amphetamines, Opiates and PCP. In addition, all specimens will undergo specimen validity testing at the laboratory to ensure that they have not been altered or rendered invalid for testing. Specimens will be analyzed at a Department of Health and Human Services (DHHS) certified drug-testing laboratory designated by the Company.

5. Drug test results will be reported by the laboratory to a physician Medical Review Officer (MRO) designated by the Company. If the laboratory reports an employee's specimen as positive, adulterated, substituted or invalid, the MRO will confidentially contact the employee to discuss the test result. The employee will be given the opportunity to provide to the MRO documentation that there is a medical explanation (including prescribed medications) for the urinalysis finding for a positive test result. If the MRO accepts the employee's medical explanation, including acceptable documentation of legitimate use of a controlled substance, the test result will be reported to the Company as negative. If an acceptable medical explanation is provided for an adulterated or substituted finding, the test is reported as cancelled. If there is no acceptable medical explanation for the test result, it is reported as positive for the drug(s) identified; or it is reported as a Refusal to Test if the specimen was adulterated or substituted.

6. If an employee refuses to discuss a test result with the MRO, or fails to contact the MRO within 72 hours of being directed to do so by a Company official, the test result shall be reported to the Company by the MRO without benefit of a discussion with the employee.

7. If an employee disagrees with the Medical Review Officer's determination, he/she may request that the split specimen (Bottle B) be sent to a second DHHS certified laboratory for re-confirmation analysis. The employee must make such a request to the MRO within 72 hours of the MRO's test result determination. The MRO, Employer or any other service agent cannot delay the processing of the split specimen pending payment by the donor for these costs. The Company may seek payment or reimbursement for these costs from the donor at any time. The MRO will report the test result to the Company following his/her determination and will not delay reporting the result, pending the outcome of the split specimen re-confirmation.

B. <u>Alcohol Testing Procedures</u>

1. All employees required to undergo alcohol testing will be tested in accordance with the alcohol testing procedures outlined in 49 CFR Part 40.

2. Breath specimens will be used for alcohol testing. A qualified technician will test the breath in accordance with the DOT alcohol testing procedures.

3. If the initial breath alcohol test detects the presence of alcohol at a concentration of 0.02 or greater, the employee will undergo a second test. The second, or confirmation test will be conducted using a DOT approved

Evidential Breath Test (EBT) device.

4. If the EBT confirmation test result is 0.02 or greater alcohol concentration, the Company will be immediately notified and the employee cannot return to duty for at least 24 hours. If the alcohol test result is 0.04 or greater the employee is in violation of the Company policy and will be subject to actions specified in Section 6 of this Policy.

5. If the employee is unable to provide a breath specimen adequate for testing due to a medical condition, the breath alcohol technician will notify the Company. The employee will be directed to undergo a medical examination to determine if there is a legitimate medical explanation for the employee's inability to provide a sufficient breath specimen. Failure to undergo the medical examination, or the absence of a medical condition explaining the inability to provide an adequate breath specimen is deemed a Refusal to Test.

SECTION 5
EMPLOYEE ASSISTANCE

A. The Company encourages employees who may have a substance abuse problem to seek assistance. Substance abuse assessment and/or treatment services may be available through the employee's health benefits plan. The Company's Human Resources department can assist employees in locating available community resources for substance abuse assessment information and referral.

B. If an employee voluntarily enters treatment for a substance abuse problem, the employee will be subject to a return-to-work agreement, including participation in a program of unannounced follow-up testing for up to 60 months after return to work. The employee shall be placed on unpaid medical leave until he/she provides documentation of having successfully completed a rehabilitation program recognized by the Company; submits to and passes a return-to-duty drug and/or alcohol test; and signs the Company's Post-Rehabilitation Return to Work Agreement (Appendix A).

C. An employee who has been directed to undergo testing, or has been found to be in violation of this policy cannot voluntarily enter an Employee Assistance Program as a means of avoiding the consequences of refusing to test or other policy violations as described in Section 6 of this policy.

SECTION 6
CONSEQUENCES OF VIOLATION OF THE POLICY AND DISCIPLINARY ACTIONS

A. <u>Consequences of Engaging in Prohibited Conduct</u>

1. An employee who engages in prohibited conduct specified in

Section 1 of this policy will be immediately removed from duty and is subject to termination of employment with the Company.

B. Other Disciplinary Actions

1. An employee whose alcohol concentration is 0.02-0.039 on a breath alcohol test administered under this policy will be immediately suspended from duty for 24 hours. The suspension will be without pay.

2. If an employee has an alcohol test result of 0.02–0.039 alcohol concentration on any subsequent test during his/her employment with the Company, he/she will be immediately removed from duty and is subject to termination of employment with the Company.

SECTION 7
EMPLOYEE INFORMATION AND RESPONSIBILITIES

A. Use of Controlled Substances medications
Employees who are prescribed controlled substance medications that may effect their job performance or the safety of others are required to report the use of such medications to their supervisor or manager. Any use of a controlled substance medication prescribed to someone other than the employee is prohibited.

B. Use of Marijuana or other Schedule I Drugs
Employees are prohibited from using Schedule 1 Controlled Substances. These are drugs which the Federal Government have determined are illicit drugs and have no legitimate medical applications. Use of Heroin, PCP, or Marijuana, even if recommended or prescribed by a medical practitioner is prohibited. Likewise use of any Schedule I drug, even if obtained and/or used in a foreign country where possession or use is legal, is prohibited.

C. Use of Herbal or other Products: Use of herbal products that contain prohibited substances producing a positive urine test is prohibited. The Medical Review Officer will not accept explanations of herbal product use as a "legitimate medical explanation" for a positive test.

D. Use of medications containing alcohol: Use of prescription or over the counter medications containing alcohol while on duty is prohibited, if their use will cause an alcohol test result of $\geq$0.02 BAC.

SECTION 8
RECORDS CONFIDENTIALITY AND RELEASE OF INFORMATION

A. The Company will retain all controlled substances and alcohol testing records in a secure location with controlled access to the information.

B. The Company will not release test result information to a third party without the employee's specific written consent unless required to do so by applicable federal or state law, or a court of competent jurisdiction. In an arbitration or administrative proceeding brought by, or on behalf of an employee and resulting from a positive test or a refusal to test, the Company may release test result information to the decision maker without the employee's consent.

C. The employee is entitled to information concerning his/her controlled substance or alcohol tests, including a copy of the test result. The employee will bear the cost of obtaining relevant test information, other than the copy of the test result.

D. Test results will be provided to Designated Company Representatives who are bound by the confidentiality requirements of this policy.

E. Region Contact Person and Phone Number:

SECTION 9
SUBSTANCE ABUSE TESTING POLICY ACKNOWLEDGEMENT AGREEMENT

I acknowledge that I have received and read First Student's Substance Abuse Testing Policy and that I will comply with the policies and procedures therein.

_____
Print Name

_____
Employee's Signature

_____
Date

APPENDIX "D"
BIDDING AND JOB VACANCIES
(655 Walck Road, N. Tonawanda, New York 14120)

A. Before the regular school year begins, runs will be assigned to employees with the Union Steward or Business Agent present. Routes will be picked prior to the start of school by seniority. Routes will be posted with approximate number of hours they pay. These times may vary after school starts per direction of the Board of Education.

B. Before the initial bid for the school year, mentioned above, runs will be posted for three (3) days to give all employees ample time to review the routes. A seniority list with bid times will also be posted.

C. If an employee is unable to make his/her scheduled bid time, the employee is required to bid by proxy. This proxy bid must be submitted to the Union Steward. If an employee is not present at his/her bid time and has not submitted a proxy bid to his/her Steward, the employee would lose his/her place in bidding. Should the employee arrive late, he/she will be allowed to bid at the time he/she arrives, but will only be allowed to bid on what is left. After all bidding is completed, a subsequent time will be arranged and the absent employees, or employees who waived or exhausted their proxy shall bid runs that remain by seniority.

D. All routes must be dry run prior to the first day of school for accuracy.

Special Note for All Special Education Route Drivers and Attendants:

Parent letters must be delivered to all parents after your dry run notifying them of pick-up times, return home time and the Company procedures to follow if their child is not going to school. At this time, drivers should introduce themselves and your aide. This is a good time to find out if any special equipment is needed for special problems that you need to be aware of during the time your transport their children.

*Remember, any information given to you by a child, parent or guardian is strictly confidential. Any discussion of confidential information is grounds for immediate termination.

E. Any routes that become open during the school year after the initial bid or added after the initial bid shall be posted for seventy-two (72) hours and shall be assigned to the bidder with the most seniority, provided he/she is qualified. The Company and Union representative will assign the bids. If, for some reason, the Union representative cannot be available, the Company will notify the Union of the awarded bid. The awarded bid is to begin at least 24 hours after the award. Copies of all bid awards will be provided to the Union. The successful bidder's former route shall then be bid and assigned as above.

F. Once an employee successfully bids a new route or route that becomes open during the September through June school year (after the initial bid as defined in subsection (A) above, he/she will be prohibited from bidding on another new or open route for the remainder of the school year.

G. The Company may assign an employee to a route when no qualified person had bid on such route and will notify the Union. These routes will be first offered to available employees by seniority and, if refused, will be assigned to the least senior available employee. The Union will be notified of all assigned routes.

H. Temporary Bids: Temporary bids will be awarded to the most senior bidder not currently holding a bid run, or if holding a permanent bid, the temporary bid does not conflict with the times of his/her permanent home-to-school bid.

I. If an employee's route is eliminated, or the hours of a route are decreased by more than one-half hour per day, the employee will be given the option to bump a lessor senior employee holding a bid with the same or less average hours as the bid he/she held not to exceed forty (40) hours. When a trial change of student placement causes the decrease, the employee's scheduled hours will not change until the placement is determined to be permanent. This shall not exceed a two-week period.

If a driver's route time is increased by two hours and thirty minutes or more in a workweek, the route shall be posted for seventy-two (72) hours and shall be assigned to the senior bidder who had an original bid comprising of equal or less in hours than the posted bid. The successful bidder's former route and the displaced driver shall be bid in accordance with the terms and provisions as recognized in Article 8, Section I.

J. Upgrading: Employees will be upgraded on a voluntary basis by seniority.

K. Familiarization: All employees will be paid for training in order to familiarize them with new equipment.

L. All bids shall be binding after the initial bid, when the Company adds additional time causing the bid to go over forty (40) hours.

M. Should a customer request the same driver and/or monitor on a route that includes midday run, the bid will be so indicated as including a midday, and bid accordingly.

N. Drivers shall have the opportunity to select their bus or van at the time of the specific bid period in accordance with their seniority and classification. The Company will provide a roster of available equipment. There shall be no bumping onto other vehicles. If a bus is out of service, a vehicle will be assigned by the Company.