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AGREEMENT

Between

First Student

**FIRST STUDENT
STANTON CHRISTIANA
(NEWARK, DELAWARE)**

--- and ---



TEAMSTERS LOCAL UNION 326

September 1, 2015 – August 31, 2018



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AGREEMENT

This Agreement made and entered into is effective September 1, 2015 between First Student STANTON CHRISTIANA NEWARK, DELAWARE (hereinafter referred to as "Employer") and Teamsters Local Union #326, 451 East New Churchmans Road, New Castle, Delaware 19720 (hereinafter referred to as "Union").

PREAMBLE

This Agreement is supplemental to the Teamsters - First Student National Master Agreement. In accordance with Article 2, Section 4 of the National Master Agreement, the operations covered by this supplement are part of the single national bargaining unit covered by the National Master Agreement. Additionally, in accordance with Article 2, Section 1, of the National Master Agreement, any lesser conditions contained in this supplement shall be superseded by the conditions contained in the National Master Agreement. However, nothing in the National Master Agreement shall deprive any employee of any superior benefit or term contained in this Supplement.

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 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. Both parties desire to provide uninterrupted operations to the clients we serve and to provide a secure and productive work environment to the employees of the company.

ARTICLE 1 RECOGNITION

Section 1. The Company, pursuant to the certification of the National Labor Relations Board, Case No. 4-RC-21485, dated October 3, 2008, recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all full-time and regular part-time bus drivers and bus monitors employed by the Employer at its facility located at Stanton Christiana, Newark, Delaware but excluding all other employees, including dispatchers, office personnel, mechanics, fuelers, yardmen, guards and supervisors as defined in the Act.

ARTICLE 2 TRANSFER OF COMPANY TITLE OR INTEREST

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Section 2. The Employer shall give notice of the existence of this Agreement of any purchaser, transferee, lessee, assignee, etc. of any transportation operation covered by this Agreement. The Employer shall advise the Union, in writing, upon the consummation of any purchase, transfer lease, assignment, etc. of any transportation operation. The Union shall also be advised of the exact nature of the transaction (purchase, transfer, lease, assignment, etc.) excluding financial details sixty (60) days prior to transfer.

Section 3. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature, or type covered by presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased or assigned in whole or part to any other person or non-union employees unless provided in this Agreement. It is understood by this section that the parties hereto shall not use any leasing, subcontracting or any other device to evade this Agreement unless mutually agreed between the parties.

ARTICLE 3 UNION SECURITY

Section 1. It shall be a condition of employment that all of the employees covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the thirtieth (30th) day following the effective date of this agreement, become and remain members in good standing in the Union. The Employer shall notify the Union of all new employees covered by this agreement within thirty (30) days of their hire.

Section 2. The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge this person. Further, the failure of any person to maintain his Union membership in good standing as required herein, upon written notice to the Employer by the Union to such effect, shall obligate the Employer to discharge such person.

Section 3. Employees shall be advised of the foregoing agreement at the time of their hiring.

ARTICLE 4 **DUES CHECK-OFF**

Section 1.

- (a) The Employer agrees to deduct from the wages of those employees covered by this Agreement who have executed a written and proper check-off authorization card, all dues, initiation fees and/or uniform assessments of the Union from the first check of each month after the employee completes thirty (30) calendar days and further agrees to promptly remit all such payments to the Union. To facilitate this process, the Union shall supply the Employer with said authorization cards and the Employer shall distribute said card at the time the new employee secures employment by the Employer.
- (b) The Employer further agrees to deduct twenty-five dollars (\$25.00) per week of said initiation fee from the weekly pays each month of new employees beginning with the first pay period after the employee completes thirty (30) calendar days of employment and remit same to the Union upon the employee's completion of the thirty (30) calendar days of employment. If said new employee fails to complete his or her probationary period, these monies shall be refunded to the employee. No deduction shall be made which is prohibited by applicable law. Such deduction shall be forwarded by the Employer to the Secretary/Treasurer of the Union on or before the 15th of the following month.

Section 2. Where an employee who is on check-off is not on the payroll during any pay period in which the deduction is to be made or who has no earnings, or insufficient earnings during that pay period or is on leave of absence, the employee must make arrangements with the Union to pay such dues directly to the Union.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any or all claims, demands, suits or other forms of liability that may arise out of or by reason of, action taken or not taken by the Employer in compliance with the provisions of this Article, in reliance upon dues deduction authorizations which have been furnished to it.

Section 4. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the political action committee designated by the Local Union. The designated political action committee shall notify the Employer of the amounts designated by each contributing employee. The funds will be remitted on a monthly basis.

ARTICLE 5 **STEWARDS**

Section 1. The Employer recognizes the right of the Union to designate a shop steward for each location from the Employer's seniority list. The authority of the shop steward and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances to the Employer or the Employer's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
- (b) The collection of dues when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information:
 - (1) Have been reduced to writing; or of a routine nature, and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

Section 2. Shop stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer shall have the authority to discharge, in the event a shop steward has ordered or participated in an unauthorized strike action, slowdown or work stoppage, including sympathy strike, in violation of this Agreement.

Section 3. Shop stewards or alternates shall not give orders to employees nor countermand orders of management. Failure to comply may result in discipline, including possible termination.

Section 4. Subject to prior notice to his or her supervisor, stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, meeting with a union official with prior notice to management, at their current rate of pay, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing overtime. Stewards shall not abuse this privilege.

Section 5. Shop stewards shall have super seniority for purposes of layoff and recall only at their terminals.

Section 6. The Employer will provide space for a Union supplied locker or file cabinet for the shop steward.

ARTICLE 6 **LEAVE OF ABSENCE**

Section 1. The Employer agrees to grant the necessary time off, without discrimination or loss of seniority and without pay, to an employee designated by the Union, in writing, to the Employer, to act as an elected Union officer, business agent, organizer, or to attend a labor convention.

Section 2. Any employee desiring an unpaid leave of absence from his employment shall secure written permission in advance from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured, in writing, from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in any industry unless approved in writing in advance by both the Employer and the Union. Failure to comply with this provision shall result in termination of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 3. The Company will abide by the mandated requirements of the Family Medical Leave Act.

ARTICLE 7 **SENIORITY**

Section 1. The Employer shall recognize seniority rights from the employee's first day of work or date of transfer into the bargaining unit covered by this Agreement. If more than one (1) employee begins work on the same day, the employee's seniority position will be determined by the last four digits of employee's social security number (highest being first). The official seniority list shall be posted on a monthly basis, copy to the Union.

Section 2. Layoff and Probationary Period

(a) 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 layoff. An employee duly notified by the EMPLOYER to return to work from layoff must return to work within eight (8) working days of receipt of such notice or be considered as terminated. A copy of such notice shall be sent to the UNION.

(b) The Company shall have the right to employ from any source a probationary (new) employee. Such employee shall be classified as a probationary employee for a ninety (90) calendar day probationary period and shall work under the terms of this Agreement. The probationary period may be extended an additional thirty (30) calendar days by written

mutual agreement. The Company must notify the employee and the Union prior to such extension and the employee, the Union and the Employer must sign the agreement. During this probationary period, the Employer shall have the right to terminate such probationary employee without recourse by the employee or the Union to the grievance and arbitration procedure.

Section 3. Loss of Seniority

- (a) Seniority shall be broken only by:
 - (1) Discharge
 - (2) Voluntary quit
 - (3) No work or layoff for twenty-four (24) months
 - (4) Employee has been absent because of non-work-related illness or injury for a period of twelve (12) months
 - (5) Failure to respond to notice of recall as specified in Section 4 of this Article
 - (6) Unauthorized leave of absence
 - (7) No call/No Show for three (3) consecutive days when work is available.
- (b) Any employee who is absent because of job-related illness or injury shall accumulate his seniority, provided, however that he must report his availability for work within three (3) days after the termination of such proven illness or injury.

Section 4. Recall from Layoff

In the event of a recall, the laid off employee shall be given notice of recall by certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery of the Employer's notice at such address, the employee must notify the Employer of his intent to return to work and must actually report to work within seven (7) calendar days after tender of delivery of recall notice unless it is mutually agreed that the employee need not return to work on such date. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

Notwithstanding the above, in the event an employee on layoff accepts a recall to work by telephone and actually returns to work when called, it shall not be necessary that he be notified by certified mail.

ARTICLE 8 MISCELLANEOUS

This Agreement represents the sole and complete Agreement between the parties and supersedes all agreements, understandings and practices effective prior to the date of this Agreement, whether the same were based on implication, written or oral agreements or other factors.

ARTICLE 9 NO STRIKE/NO LOCKOUT

Section 1. The Union agrees that it will not authorize, encourage, sanction or approve any strike, slowdown, picketing, sick-outs or other curtailment of work, work stoppages of any kind or form, including sympathy strikes or other interruptions of work, during the term of this Agreement. Any employee participating in such action shall be subject to whatever disciplinary action, including discharge, which the Employer may decide upon. The Employer for its part agrees that there shall be no lockouts during the term of this Agreement.

Section 2. If a strike, lockout, walkout, sit-down or other interference with, or interruption of work or other violation of Article 9, Section 1 occurs, then in further consideration of the mutual promises contained herein the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until notice of such occurrence has been brought to the attention of the other party and such other party within twenty-four (24) hours after receipt of such notice fails to immediately investigate as to whether or not a violation of Section 1 exists and thereafter make a good faith effort to terminate such violation of the Bargaining Agreement.

Section 3. If the Union and/or its members are in violation of Section 1 of this Article, the Union agrees through its officers and/or representatives, to immediately disavow any violation and to take positive measures to terminate any such violation by an employee or group of employees, through but not being limited thereto, ordering employees to abandon their illegal action and return to work as their actions are not sanctioned by the Union; posting of notices on the Employer's bulletin boards, signed by an authorized representative of the Union advising the employees that their actions are in violation of the contract and not sanctioned by the Union; and other communications to the employees involved that the Union does not support such violations and that the employees should return to work and fully comply with the requirements of Section 1 of this Article.

Section 4. The Company agrees there shall be no liability on the part of Local #326 or its successor who is signatory to this Agreement because of any violation of Section 1, provided the Local Union shall, within twenty-four (24) hours after receipt of notice by registered letter, or telegram from the Company to the Local Union of the commencement of such violation of Section 1, follow the steps set forth above.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. The grievance procedure provided herein shall be the sole and exclusive remedy for an alleged grievance under this Agreement and the end result achieved through the application of this procedure shall resolve a grievance for all purposes. Only an employee covered by this Agreement or the Union may file a grievance under this Agreement, and such grievance shall be processed as follows:

Step 1. The aggrieved employee or employees must present the grievance in writing to the Shop Steward or alternate and Company within ten (10) working days of the time the employee or employees knew or reasonably should have known of the event or condition giving rise to the grievance, except no time limit shall apply in the case of violation of wage provisions of this Agreement. If a satisfactory settlement is not affected with the Contract Manager within ten (10) working days the Shop Steward or alternate and the employee shall submit such grievance in writing to the Unions Business Agent.

Step 2. The Business Agent shall then take the matter up with the Area General Manager or his designee within ten (10) working days of the Company's unsatisfactory response in Step 1. A decision must be given to the Business Representative within ten (10) working days of said meeting. An agreement settling the grievance shall be reduced to writing and signed by both parties. All time limits may be extended by mutual agreement of both parties confirmed in writing.

Step 3. The Business Agent shall then take the matter up with the Region Vice President or his designee within ten (10) working days of the Company's unsatisfactory response in Step 1. A decision must be given to the Business Representative within ten (10) working days of said meeting. An agreement settling the grievance shall be reduced to writing and signed by both parties. All time limits may be extended by mutual agreement of both parties in writing.

Section 2. If the matter is not resolved in Step 3, either the Union or the Employer may request in writing that the matter be submitted to arbitration to an arbitrator to be selected by the parties from a panel of arbitrators provided by the American Arbitration Association.

Section 3. The arbitrator shall not have the authority to alter, amend, change or modify the terms and provisions of this Agreement in any way. The decision of the arbitrator within the purview of his authority shall be final and binding on all parties. The reasonable fees and expenses incurred by an arbitration proceeding shall be borne equally by the Employer and the Union. An arbitrator shall hear one grievance unless otherwise agreed by the Employer and Union.

Section 4. The time limits set forth herein must be adhered to in order to process the grievance further. Time limits may be extended only by mutual agreement of the Employer and Union in writing. If the Employer fails to respond to a grievance within the time limits set forth herein, and such time limit has not been extended as required, the grievance shall be advanced to the next step just as if the Employer had denied the grievance.

Section 5. A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved. If the Company fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has a right to take all legal and economic action to enforce compliance.

Section 6. The Local Union, or its authorized representative shall have the right to examine time sheets and any other records pertaining to the computation of compensation for any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

Section 7. The procedure set forth herein may be invoked only by an authorized representative of the Employer or the Union.

The parties by mutual agreement may elect to establish or join an industry Joint Arbitration Committee to resolve grievances and disputes in place of the American Arbitration Association.

ARTICLE 11 DISCHARGE OR SUSPENSION

Section 1. To ensure orderly operations and the best possible work environment, First Student expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Some rule infractions may be cause for immediate termination and some infractions may be subject to progressive disciplinary steps, i.e., verbal and written warnings, and suspensions from work. The following is a non-exhaustive list of infractions that may result in immediate discharge without prior warning:

- (1) Calling an unauthorized strike or walkout,
- (2) Drunkenness,
- (3) Drinking during working hours (including lunch time),
- (4) Being under the influence of liquor or drugs during working hours,
- (5) In the illegal possession of drugs,
- (6) Proven theft or dishonesty,
- (7) Unprovoked physical assault on his Employer or his Employer's representative during working hours,
- (8) Carrying unauthorized passengers in Employer's vehicle,

- (9) Failure to take a drug test as provided for in the Company Drug Policy.
- (10) Leaving a passenger on the bus by failure to properly perform a post trip inspection.
- (11) No employee shall modify Company or District owned equipment and premises, regarding electrical or mechanical systems without the express permission from management.

Section 2. Just Cause

The Employer shall not suspend, demote or discharge an employee without just cause.

Section 3. The Union shall be promptly given copies of all written warning notices and allowed to address the problem. In cases of reprimands of a serious nature or ongoing circumstances which may in the Employer's opinion create additional problems or possible suspension or termination of an employee, the Union will be notified either through copies of the Employee's warning or violation form or telephone, which will allow the Union Representative the opportunity to address the problem. A hearing will be held within 48 hours of notification by the Company to the Union to discuss the possible suspension or discharge.

Section 4. When an employee is discharged by the Employer, the Union shall be promptly notified. A discharged employee shall be given written notice of his/her discharge and of the reason for the discharge. A copy of such written notice shall be forwarded to the Union.

Section 5. If the Employer is required to remove a driver from a route by the School District's request, the Company will request to meet with the school or school district before any driver or aide is removed. The Employer agrees to discuss the matter with the School District to attempt to adjust the problem. If the School District maintains its position on the removal of the driver, the Company will meet with the Union to discuss the status of the driver. The Union will be given a copy of the directive requiring the removal of the driver, and where appropriate, will make every effort to place the employee in work within the Bargaining Unit or at another of the Company's locations for which the driver is qualified. If the School District does not provide a directive requiring removal of an employee in writing, First Student will, in writing, provide the Union and the employee with a description of the directive.

Should the Employer decide to discipline the employee, such disciplinary action would be subject to the Grievance Procedure. However, the demand to reassign the driver will not be subject to the Grievance Procedure.

ARTICLE 12 **JOB POSTING, BIDDING, RIGHT OF ASSIGNMENT AND TRANSFERS**

Section 1. Route Assignments

The Company shall determine and develop the specific route packages which can be bid upon by the bargaining unit employees. Such route packages may be modified, added to, or subtracted from at the Company's discretion to meet its business needs or that of the school district(s). However, when a route package is modified, added to or subtracted from for a period of five (5) days or more, the affected driver shall be given the opportunity to keep the route or go into a standby driver position. Drivers who are absent because of illness or injury shall have the opportunity to return to their old run/ route when they return to work.

Stand-by positions shall also be posted for bid. The Company shall determine the number of stand-by drivers.

Section 2.

(a) **Notification of Intention to Return;** An employee intending to return to work for the Company at the start of the fall school year shall, on a form provided by the Company and made available to the employee prior to the last day of the school year, shall notify the Company of his/her intention to return not later than August 1st. A provision will be made on the form for an employee to elect to keep the same general work assignment for the fall to which he/she was assigned at the close of the prior school year. An employee so notifying the Company that they intend to return shall be considered a Qualified Returning Employee under this article. An employee failing to so notify the Company shall be considered an Unqualified Returning Employee under this Article and shall only be allowed to participate in the fall route bidding as provided in 8.10 of this Article. A Qualified Returning Employee that also elects to keep the same general work assignment for the fall to which he/she was assigned at the close of the prior school year shall maintain their prior year assignment (s) in accordance with these provisions. An employee failing to so notify the company on that form that they want to maintain their prior year assignment (s) shall only be allowed to participate in the fall route bidding for open routes as provided this Article. (Prior year assignments for the purpose of this provision are defined as AM/PM Runs, Mid-Day, Late Runs and Kindergarten.)

(b) **Notification of Route/Work Assignment;** The Company shall notify each Qualified Returning Employee who has not elected to maintain his prior work assignment of the date of the fall Route/Work Assignment Day. Route/Work Assignment Day shall be held as soon as is practicable after routes have been determined by the Company and the School District, but not until the routes have been posted at the Company's office for three (3) working days if possible.

(c) **Route Assignment & Bidding;** A Qualified Returning Employee who reports as instructed on Route/Work Assignment Day, and all new employees, shall be allowed to bid on available routes and work assignments in order of seniority; provided, however, that an employee must be fully qualified

and licensed to perform all the work involved in the assignment for which he is bidding.

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

(e) Assignment of Remaining Work; Any route or work assignment remaining unassigned following the application of the procedures provided in this Article will be offered by the Company to any employee not yet assigned a route in seniority order. If no driver shall bid, then the company may assign the work in reverse seniority order, including summer work.

Section 3. Mid Year Route Openings

If a route becomes available for any reason after the initial route assignments, such route shall be posted on the bulletin board for three (3) working days before for bid among all qualified and appropriately licensed employees and shall be awarded by seniority; provided, however, that no employee may bid off of his existing route more than one (1) time during the school year. A route vacated by a successful bidder shall be bid and awarded as above; provided, however, where the filling of an opening through the bidding procedure creates another opening, that opening shall also be filled by this bidding procedure; and thereafter, the Company shall, at its discretion, fill the next openings.

Section 4. Route Changes

All bid positions are permanent (unless posted as temporary) and shall endure until the next annual bid. After the initial selection of bid, if an employee's route is eliminated for any reason, or is modified (increased or decreased in hours) of more than sixty (60) minutes per day, such employee shall be allowed to select from open routes or keep the modified route.

Section 5. Extra Work

Extra work shall be defined as all work other than route work, including mid-day routes, field trips and charters, and with the exception of route work that is added to existing routes at the discretion of the Company. To be eligible to select extra work, the extra work must not conflict with the employee's regular assignment(s). Further, the employee must maintain a general knowledge of the areas covered by the work assignment. Extra work requested by a customer on short notice shall be Assigned by the Company to the most senior person available. In this instance, the Company shall make every attempt to contact available drivers, in seniority order, by phone. When junior drivers are available, senior drivers shall have the right to first refusal. Also, the Company reserves the right to honor customers' request(s) for a specific driver, with the understanding that any driver

given an assignment in this manner shall be passed on the next opportunity for work on the wheel. The Company reserves the right to restrict bidding based on the geographic proximity of the work assignment and the drivers available for such assignment. The request must be in writing.

Whenever the wheel system is utilized, the time, date, person called/offered, response, award, etc. shall be documented by providing a copy to the Local Union and the Shop Steward.

Whenever the wheel system is utilized the time, date, person called/offered, response, award, etc. shall be documented on a computerized spread sheet daily with a copy to the Local Union and the Shop Steward. Employees may sign up for extra work at any time during the school year if they are a returning employee. If the employee is a new hire they shall be eligible for extra work at the completion of the probationary period. Probationary employees may be assigned extra work in the event no regular employees are available. No conditions such as no nights, no drunk runs, no weekends, etc shall be added to the extra work list. All employees shall be notified in seniority order of all the extra work available at the time they are called and shall accept or refuse the run or runs being offered at that time. If an employee declines the run or runs being offered they shall be placed on the bottom of the list as if they worked. If for any reason the extra work is canceled the employee affected shall be placed back on the list as if they were not called. If an employee refuses extra work 3 times in a 30 day period they are ineligible for extra work for the next 30 days. The Shop Steward shall be provided a copy of the spread sheet every Tuesday for the preceding week.

Charters and Trips

- (i) During the Day: The assignment of charters, shuttles and field trips during the weekday will be made by seniority, provided the parameters discussed above are met. All other work during the day will be on a wheel.
- (ii) After 4:30 PM and Weekends: The assignment of charters and field trips after 4:30 PM and on weekends will be awarded according to a rotation list. Employees will be given the opportunity by quarter (beginning in September) to determine if they are interested in doing evening or weekend work. Each quarter the list will be put in seniority order and thereafter rotated. Each week the trips will be posted and the names of the drivers awarded the trips will be posted within two (2) days of the trip, except when not feasible due to late notice. In such a case, the Company shall give as much notice as possible.
- (iii) Employees are required to decide whether they want the trip at the time it is offered. An employee who refuses a trip for any reason will have his/her name placed at the bottom of the list. Once an employee has accepted a trip, his/her name will go to the bottom of the list. There shall be no switching of trips by drivers for any reason. If a trip is cancelled after being assigned, the affected driver's name will be placed back on the top of the list.
- (iv) If a driver takes a Saturday or Sunday trip of two (2) hours or less, the driver will remain

- slotted in the rotation list.
- (v) In the event no employees accept a trip, the Company reserves the right to assign the trip by reverse seniority from the eligible employees in the applicable groups.
 - (vi) Anytime a driver assigned to yard duty is requested and/or required to take a bus out on a public roadway, he or she shall be compensated for all involved hours at the applicable non-revenue hourly rate.

Section 6. Transfer Rates

The Union and Employer agree that anytime an employee covered by this Agreement is assigned for the Company's convenience to a lower paying classification, said employee shall continue to be compensated at his normal hourly rate. The Employer and Union further agree that when an employee covered by this Agreement successfully bids into a lower paying job classification, he shall be compensated at the regular hourly rate for that job classification.

Section 7. Summer Work

The Company assigns summer work in the following manner. Employees are asked to volunteer for summer work and these employees are assigned work as needed. No other employees will be forced to work in the summer unless necessary to fulfill the Company's obligations. If the number of volunteers is insufficient to fulfill the Company's obligations, the Company shall assign work to employees in the inverse order of seniority.

ARTICLE 13 **GENERAL PROVISIONS**

Section 1. Each employee is at all times responsible for having the correct address and telephone number on file at the Employer's terminal. All notices to employees shall be deemed to have been properly given if mailed to his last address on file or telephoned to his last telephone number on file.

Section 2. The Employer will arrange for bulletin boards for the exclusive use of the Union for the posting of notices of meetings, elections, names of representatives and officers of the Union, notices in regard to sickness and death of Union members, and other official Union business when officially signed by an authorized representative of the Union.

Section 3. Employees shall take their bus license test whenever scheduled by the Employer. New hires must take and pass the test prior to employment. It is solely the employee's responsibility to have and maintain valid operator and school bus operator licenses and certifications.

Section 4. The Employer may establish such rules and regulations as he deems necessary or desirable and employees shall be required to adhere to such rules and regulations provided they are not in conflict with the terms of this Agreement. A copy of such rules and regulations and any changes that are made shall be sent to the Union and reasonable notice shall be given to the employees ten (10) days prior to implementation. If there is issue, the Union and Company shall meet to discuss said modification.

Section 5. There will be no Union business (such as meetings, elections, solicitations) conducted on Company time unless mutually agreed to.

Section 6. Drivers subject to random drug testing will be subject to the rules and regulations of the current First Student Drug Alcohol Testing Policy.

Section 7. The Company will provide a payroll deduction for drivers to participate in a designated credit union.

Section 8. Employees shall be compensated at the applicable hourly rate for all time spent obtaining training when requested and/or required by the Company.

ARTICLE 14 MANAGEMENT RIGHTS

Section 1. Except as limited by a specific provision of this Agreement, the Employer shall continue to have the right to take appropriate action in managing its terminals and its operations. All inherent and common law management functions which the Employer has not expressly restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer.

Section 2. The Employer shall continue to have the right, among others, to hire new employees; to direct the working force; to assign routes; to determine the number, location and types of terminals that it shall operate; to determine the hours of work; to introduce new equipment or to change or eliminate existing equipment; to transfer, promote, demote, schedule and assign work, terminate, discharge, discipline and may lay off employees from duty for lack of work or for other causes so long as such action does not violate the provisions of this Agreement, and to require employees to observe Company rules regulations.

Section 3. The Union recognizes the responsibilities placed upon it as the exclusive bargaining agent of the employees set forth above and likewise recognizes that the Employer, in order to provide maximum opportunity for continuing employment and good working conditions, must be able to operate efficiently, and serve its customers at the lowest cost consistent with and in accordance with the provisions of this Agreement.

Section 4. The Employer's failure to exercise any function hereby reserved to it shall not be deemed a waiver of any such right. Any of the rights, powers and authority that the Employer had prior to entering into this Collective Bargaining Agreement are retained by the Employer except as expressly and specifically abridged, terminated, granted or modified by this Agreement.

Section 5. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the Company shall not be construed to mean that any right is waived.

The Union reserves the right to protest any provision unless specifically agreed to in this Agreement. Local 326 and First Student, Newark agree to be bound by agreements through National Agreements made with the Teamsters and First Student.

ARTICLE 15 INSPECTION PRIVILEGES

Section 1. Authorized agents of the Union shall have access to the Employer's establishment during normal business hours, upon reasonable advance notice, for the purpose of adjusting disputes and ascertaining that the Agreement is being adhered to, provided however, that there is no disruption of the firm's working schedule, and that such visitors adhere to established Company security regulations. Upon arrival, the authorized Agent of the Union shall notify the Location Manager.

ARTICLE 16 MILITARY CLAUSE

Section 1. Employees enlisting or entering the military or naval service of the United States, pursuant to the provision of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges including reinstatement provided by the Act.

ARTICLE 17 WORKWEEK

Section 1. Regular Work Week: The regular work week will normally be Monday through Friday. The weekly payroll week shall start on Sunday and run through the following Saturday of each week.

Section 2. Designation of Shift: Driver's time shall start when he reports to his terminal dispatch office at his scheduled report time and shall end when he returns from his scheduled run.

Section 3. Guaranteed Hours: Employees including standby employees on an A. M. and P. M. call out shall receive a minimum four (4) hour guarantee. Except as noted below there shall be no guarantee for noon pulls or for any other work performed during the work day.

- (a) Drivers will be paid for all hours worked.
- (b) A full early dismissal will be paid at the actual time of the route.
- (c) Drivers will be paid a one (1) hour guarantee for a mid-day run or actual time, whichever is greater.
- (d) Drivers who are scheduled to perform charter or extra-curricular work, who report to the terminal and said work is canceled will be paid two (2) hours at their regular rate unless notified by the Company forty-five (45) minutes prior to their start time.

Section 4. Workday guarantees shall not apply in weeks in which bid runs are not in operation. However, displaced senior employees shall be afforded extra work first after all bid employees.

Section 5. Vehicle Inspections. The Company shall determine the frequency and manner of required vehicle inspections (pre and post-trip) in compliance with state and federal law. No driver will be required to violate state law. A Driver shall perform pre and post-trip inspections in the manner directed by the Company. The performance of pre and post trips as well the removal of trash or other material left behind by passengers at the end of his or her work day shall be considered paid time worked. No employee shall suffer a financial loss, no will an employee be retaliated against where an employee legitimately refuses to take out a bus due to safety issues.

Compensation for pre and post-trip duties will be included in the four (4) hour guarantee described above in Section 3. If an employee works more than four hours, including any pre or post-trip duties, he or she will be paid for all time worked.

Section 6. In the event that an employee wishes to confirm/check his hours worked, he may request a copy of his exception report and/or request a spreadsheet of hours, start and ending times.

ARTICLE 18 LAYOFF NOTICE

Section 1. The Employer will give all regular employees five (5) working days' notice of layoff for lack of work or pay in lieu thereof. Such notice shall be given by posting on the employee bulletin board. These provisions shall not apply when a layoff is caused by reasons beyond the control of the Employer.

ARTICLE 19 PAID FOR TIME

Section 1. General

All employees covered by this Agreement shall be paid for all time spent in the actual service of the Employer. Rates of pay provided by this Agreement shall be minimums. All time lost due to delay as a result of overloads or certificate violations involving Federal, State or City regulations, which occur through no fault of the driver, shall be paid for by the Company. Drivers and aides may request a copy of their Zonar Time sheets weekly.

Section 2. Snow Days

- (a) When the appropriate radio announcement, for school closing, due to excessive snow, is made forty-five (45) minutes or more prior to the first employee contacted on the phone tree initiated by the Branch Manager (regarding employees start times) no payment will be made for lost time, due to snow.
- (b) If the appropriate announcements, for school closing due to excessive snow, is made within thirty (30) minutes of employee's report and sign-in time, the employee will be paid the two-hour guarantee, provided however, the employee reports to the terminal.
- (c) The intent of this article, is to compensate employees who are genuinely en route to work at their assigned location (within the thirty (30) minute window) when the announcement regarding school closing is made.
- (d) The Company shall furnish to the employees a list of radio stations that will carry necessary school closing information and the school district's phone number.
- (e) All time lost because of delays spent caused by snow on the ground will be paid for.

Section 3. Pay Procedures

- (a) All grievances which are settled in favor of an employee, which have monetary awards, will be paid in full on the second pay period following said settlement.
- (b) Employees shall be paid weekly and pay shall cover all money owed for the preceding pay period and shall be in a sealed envelope.
- (c) Payroll checks shall include a stub which shall contain the following items for the payroll period covered by the check: hours worked, current straight time base hourly rate of pay, date, gross wages year to date, net pay, and itemized deductions made there from.

- (d) On any week in which a holiday or off day falls on a Friday (payday), the Company shall provide employees with their paychecks at the end of their tour of duty on the Thursday prior, if paychecks are available.

Section 4. Overtime

- (a) Overtime pay at the rate of time and one-half an employee's straight time hourly rate then in effect shall be paid for all hours worked in excess of forty (40) hours in a work week for home to school only.

Section 5. Funeral Leave

- (a) A non-probationary employee shall be granted, upon request, up to three (3) days with pay to attend the funeral of his/her spouse, domestic partner (as recognized by state law), child (natural, adopted or step), parent (natural or step), grandparent or sibling. Additionally, employees will be granted one (1) day with pay to attend the funeral of an in-law. Funeral leave shall not be used to compensate an employee for a day on which the employee is not scheduled to work including vacation periods, layoffs, and leaves of absence.
- (b) In order to receive funeral leave pay a death certificate or other appropriate notice must be submitted to the Employer. The employee must notify and advise his immediate supervisor that he will be unable to attend work because of the death.
- (c) Funeral pay shall be paid at the driver's straight time hourly rate of pay and shall be paid for the number of hours comprising the employee's current scheduled route standard.

Section 6. Court Appearances

- (a) 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 all earning opportunities lost because of such appearance.

Section 7. Loaned-Out Driver

- (a) Any driver/trainer working on "loan" doing work for another terminal, shall receive \$.50 per hour above the employee's existing pay rate for all hours worked while on "loan".

Section 8

Drug and Alcohol Testing

All Employees shall be compensated for all time spent participating in Drug, Alcohol, and D.O.T. testing as required by the Company. In the event the testing is done on site, employees shall be compensated for one-half (1/2) hour at the non-revenue rate or actual time spent, whichever is greater. If the testing is conducted off-site the employee shall be compensated for one (1) hour at the non-revenue rate. Any time spent in excess of the aforementioned one (1) hour the employee shall notify the Company for instruction as to whether to wait or leave. They employee shall be paid for all time spent at the testing facility.

Section 9

"Designated Driver" Run Kits

Will include rubber gloves, gowns, masks and paper towels.

ARTICLE 20
ACCIDENTS

Section 1. Employees involved in any accident, incident or suffering an on-the-job illness or injury must report the occurrence to their Location Manager or office staff member immediately, cooperate fully with any investigation, and fill out the required reports or be subject to termination.

During the investigation, employees may be disqualified from working, but the Company will withhold discipline until the investigation is complete. If the accident or incident is determined to be non-preventable, the employee will be made whole for time lost during the disqualification period.

In the event the accident or incident is determined to be preventable and the employee chooses to challenge the determination through the Grievance Procedure, the Union will be provided, upon request, a copy of the accident report which it shall hold confidential from any person or entity not directly involved in the grievance or arbitration procedure.

Section 2. All collisions and/or work related injuries will be reviewed by a Collision/injury Review Board, or Safety and Health Committee. This committee will consist of selected members of employee groups at the location and safety personnel. The purpose of the committee will be to review collisions/incidents/worker injuries to assist management in determining preventability, or non-preventability, and make recommendations on preventing further occurrences. All employees involved in a collision/worker injury may present facts and circumstances concerning the event. Attendance is voluntary. Failure of an employee to appear will constitute forfeiture of the right to an appeal of the committee's decision. If an employee wishes to appeal a decision, the appeal must be submitted in writing to the Contract Manager within seven (7) days of written notification of the committee's decision.

ARTICLE 21 HOLIDAYS

Section 1 Employees who have successfully completed their probationary period shall receive pay for the following holidays during the term of this Agreement:

Memorial Day

Labor Day

New Year's Day (effective 9/1/16)

Thanksgiving Day (effective 9/1/17).

Christmas Day (effective 9/1/17)

- a. Holiday pay shall consist of the employee's regularly scheduled daily route pay.
- b. To receive holiday pay, all employees must work their regularly scheduled day before and scheduled day after the holiday.
- c. Holiday pay shall not be counted as hours worked for the purpose of computing overtime pay.

ARTICLE 22 JURY DUTY PAY

In the event that a regular or stand-by driver is summoned to serve as a juror, or appear as a witness in court in a work-related action, or is named as co-defendant with the Company, such employee shall be permitted a leave of absence for each day of required presence in court. In the event that an employee is subpoenaed to appear in a court action, such employee shall be granted a leave of absence. When an employee's service on a jury duty causes the employee to lose regularly scheduled work, the employee will be made whole for all lost wages during their time of jury service up to a maximum period of three weeks per the National Agreement, provided that the employee shall show his/her appropriate Supervisor the summons to serve on a jury.

Section 2. If the employee is released from jury service before 1:30 PM, he/she is required to telephone the dispatch office to determine if he/she is needed to report to work.

Section 3. Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay.

ARTICLE 23 SEPARATION OF EMPLOYMENT

ection 1. Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the week following such quitting.

ARTICLE 24 COMPENSATION CLAIMS

ection 1. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by the law.

ection 2. In the event that an employee is injured on-the-job, the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on-the-job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive time-off without pay, may seek reimbursement through Worker's Compensation.

ARTICLE 25 NON-DISCRIMINATION

ection 1. The Company and the Union agree not to discriminate against an employee in violation of a relevant and applicable state or federal statute.

ection 2. The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ection 3. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE 26 SEPARABILITY AND SAVINGS CLAUSE

ection 1. If any Article or Section of this Agreement or of any Supplements or Riders thereto

should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which compliance with, or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with 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 limitations of time for such written notice.

ARTICLE 27 PROTECTION OF RIGHTS

Section 1. Picket Lines

It shall not be deemed a violation of this Agreement and not cause for disciplinary action if an employee refuses to enter upon any property involved in a lawful primary dispute involving the crossing of a primary picket line or refuses to go through or work behind a primary picket line including the primary picket line of the Union party to this Agreement, except a picket line at school or other facility where the Employer is contractually obligated to pick-up or drop-off school children.

ARTICLE 28 SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, with toilet facilities.

ARTICLE 29 UNIFORMS

Section 1. The Employer agrees that if any employee is required to wear any kind of uniform including Safety Vests which must be worn while on the property, such uniform and vest shall be furnished by the Employer at no cost and shall be issued on an as needed basis.

Section 2. Uniforms remain the property of the Employer. Damaged or worn out articles of clothing may be returned to the Employer for replacement at no cost to the employee. The cost of the replacement articles of clothing shall be borne by the employee if the articles or clothing are lost, misplaced or stolen, or if the damage is the result of the employee's misconduct.

ection 3. All uniforms must be returned to the Employer upon termination of employment.

ection 4. Employees are responsible for the maintenance of uniforms issued by the Employer.

ARTICLE 30 **SUPERVISORY PERSONNEL**

ection 1. No person outside of the bargaining unit shall be permitted to regularly perform work normally performed by a member of the bargaining unit except in the absence of sufficient numbers of bargaining unit employees, or in a recognized emergency.

ARTICLE 31 **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.

ARTICLE 32 **TRAINING PROGRAMS**

ection 1. In the event the Employer acquires new equipment for which special training is needed, it is agreed that present employees in the bargaining unit shall be afforded the opportunity to be trained and qualified to operate such equipment before a new employee is hired to operate such equipment.

ection 2. The Employer further agrees that continuing programs for the education, training and upgrading of its employees inures to the benefit of both the Company and the employee. The Employer agrees, therefore, to provide such job related training to its employees at no cost to the employees.

ARTICLE 33 **DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

ection 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or 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, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

Section 2. Under no circumstances will an employee be required or assigned to engage in an activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous condition of work" does not relate to the type of cargo which is hauled or handled. Any employee involved in any accident shall immediately report same to his Employer, the employee, as soon as practicable 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. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3. If it is determined that there are multiple student conduct incidents that have occurred on a specific route during a three (3) month period of time and/or three (3) or more write ups in a month. The Company will assign a bus with a video camera to that route, if permitted by the district, for multiple AM and or PM runs.

ARTICLE 34 DRIVERS & AIDES HEALTH PLAN and 401 K Plan

Section 1. The Company will provide a group medical plan for drivers and monitors/aides who work an average of 20 hours per week during the school year.

The employee's payment for any selected coverage shall be deducted from the employee's pay on a pro-rated, thirty-one (31) week basis, with coverage extending for fifty-two weeks of the plan year.

Newly hired drivers and monitors/aides will become eligible to participate in the group medical plan after satisfactory completing the probationary period. Coverage would become effective on the 1st day of the month following the employee's eligibility.

In the event that a National Insurance Program should become law, the parties will meet to discuss the impact on the First Student Medical Plan.

Section 2 Employees shall be able to participate in the First Student 401K for part-time employees in accordance with the eligibility conditions and restrictions of the plan. First Student will pay up to \$225.00 per year to employees who participate in the plan. Effective 9/1/16, First Student will pay up to \$300.00 per year to employees who participate in the plan. Effective 9/1/17, First Student will pay up to \$350.00 per year to employees who participate in the plan.

Section 3. Effective October 1, 2016, for those employees who elect to participate in the Company sponsored vision plan, the Company will pay the single coverage cost.

ARTICLE 35
TERM OF AGREEMENT

ection 1. This Agreement when executed shall be deemed to define the wages, hours, rates of pay and conditions of employment of the employees covered hereby for the term hereof, and, except by mutual consent, no new or additional issues not included herein or covered hereby shall be subject to negotiations between the Employer and the Union during the term of this Agreement. In the event there should develop new classifications or types of work within the scope of the recognition article, they will be negotiated and become part of this Agreement.

ection 2. It is agreed and understood that this Agreement contains the entire understanding and contract between the Employer and the Union and any prior or subsequent undertaking inconsistent with this Agreement shall be null and void.

ection 3. All official notices sent to the Employer under this Contract shall be sent to First Student, Stanton Christiana, Newark, Delaware. Notices sent to the Union shall be sent to the President of Local 326, 451 East New Churchmans Road, New Castle, Delaware 19720.

Section 4. This Agreement shall become effective as of the 1st day of ***September 2015*** and shall remain in effect to and including ***August 31st 2018***, and thereafter from year to year unless notice is given in writing, at least 60 days prior to the expiration date of the Agreement, of the desire to terminate or modify the terms of this Agreement.

N WITNESS WHEREOF, we have hereto affixed our hands and seals and executed this Agreement on this 11 day of February, 2016.

FIRST STUDENT
STANTON CHRISTIANA NEWARK

TEAMSTERS LOCAL NO.326

SCHEDULE "A"
WAGES

WAGES (DRIVERS)

Retroactivity pay back to 9/1/2015:

New Hire to 120 days - \$14.50 per hour

	<u>9/1/15</u>	<u>9/1/16</u>	<u>9/1/17</u>
120 days to 1 year	\$17.75	\$18.10	\$18.45
1 year to 2 years	\$18.25	\$18.60	\$18.95
2 years to 4 years	\$18.60	\$19.00	\$19.40
4 years to 7 years	\$18.90	\$19.35	\$19.80
After 7 years	\$19.90	\$20.40	\$20.90
<u>Charter Rate</u>	\$14.57	\$14.92	\$15.27
<u>Non-Revenue</u>	\$11.35	\$11.70	\$12.05
<u>Meeting Rate</u>	\$12.90	\$13.25	\$13.60

Training Rate: \$1.00 over driver rate while training.

WAGES (BUS ATTENDANTS/AIDES)

Effective Date	<u>9/01/2015</u>	<u>9/01/2016</u>	<u>9/01/2017</u>
Start	\$9.18	\$9.36	\$9.55
After 120 Days	\$10.82	\$11.03	\$11.25
1 Year to 2 Years	\$13.00	\$13.26	\$13.53
2 Years to 4 Years	\$14.08	\$14.36	\$14.65
After 4 Years	\$15.16	\$15.46	\$15.77

If current employees scheduled rate is greater, the greater rate applies.

**GENERAL TEAMSTERS
LOCAL UNION NO. 326
New Castle, Delaware**

OFFICERS

Joseph W. Smith, Jr. - President/Business Agent

Paul A. Thornburg - Secretary-Treasurer/Business Agent

Leonard E. McCartney, Jr. - Vice-President/Business Agent

Warren F. Schueler, Jr. - Recording Secretary

TRUSTEES

Richard L. Gibbons, Jr.

Paul R. Bishop

Gene Pytko