

# COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE

January 1, 2016 through December 31, 2018

BY AND BETWEEN

GRAND ISLAND TRANSIT CORPORATION dba Grand Tours, a subsidiary of Student Transportation Inc. and a corporation of the State of New York with its principle office at No. 5355 Junction Road in the Town of Lockport, New York, hereinafter referred to as “Company”, a party of the first part.

AND

LOCAL 1342 OF THE AMALGAMATED TRANSIT UNION, an incorporated association, with its principle office at 196 Orchard Park Road West Seneca, New York, hereinafter referred to as “Union”, party of the second part.

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

## SECTION 1 – OBJECTIVE

- 1.1 The purpose of this agreement is to promote and insure harmonious relations, cooperation and understanding between the Company and the Union, to insure collective bargaining, and to establish standards of hours and labor, rates of pay and working conditions, and to that end the Company pledges itself to give to its employees, considerate and courteous treatment, and the employees, in turn, pledge themselves to render to the Company loyal and efficient service, and to promote and advance to a successful end the welfare and prosperity of the Company and the Union.

## SECTION 2 – COVERAGE

- 2.1 The Union is recognized as the exclusive collective bargaining representative for all employees of the Company in the Units hereinafter to, to wit:
  - 2.1.1 **Operating and Maintenance Unit:** All regular operators, all part time operators and all maintenance employees.
  - 2.1.2 **Exclusions:** The following are excluded from and are not a part of said Unit: All administrative, office clerical or stenographic, professional, technical, and all supervisory employees with authority to hire, promote, discharge or otherwise affect changes in the status of employees, or to effectively recommend such action.
- 2.2 **Definitions:** The words “employee” and “employees” in this agreement, unless the context shall otherwise indicate, are defined to refer exclusively to employees, both

male and female, who are employed by the Company full-time within the above described Units.

- 2.2.1 “Part-time employees” are defined to refer to employees working only on a part-time basis and who are not employed by the Company outside of said Units.

### **SECTION 3 - UNION MEMBERSHIP**

- 3.1 **Union Membership, a Condition of Employment:** As a condition of employment, all employees within the terms of this agreement must become, and remain members of the Union not later than the sixtieth (60<sup>th</sup>) day following their date of employment, as a condition precedent to their continued employment with the Company.
- 3.2 **Probationary Period for New Employees:** All new employees will be given a probationary period not to exceed sixty (60) days in which to demonstrate their ability to properly carry on their duties, and unless notified to the contrary within the sixty (60) day period, it will be understood that he/she has been approved, unless it later develops that false information materially affecting his/her acceptance was given, in which event such employee would be subject to dismissal by the Company.
- 3.2.1 During such sixty (60) day period, such employees shall be deemed to be on a probationary basis, and may be released by the Company, and during such period no provisions of this agreement as to “discipline, grievance, and arbitration, deduction for dues, fees, or assessments”, or similar related matters shall apply to such employees.
- 3.2.2 Probationary employees in the Maintenance Department will be assigned to work shifts during their sixty (60) day probationary period.
- 3.3 **Union Membership – Eligibility:** The Union agrees to admit to membership and continue therein without discrimination, all present employees of the Company who are now in said Units, or who may hereafter be in said Units and also all persons who hereafter may be employed by the Company, provided that such employees are qualified under, and comply with and abide by the Constitution and By-Laws of the Union and provide further that the Union agrees that it will not unreasonably nor unlawfully withhold membership from any employee nor unlawfully expel from the Union such employee.
- 3.4 **Union Officers and Representatives:** The Union has delivered to the Company, a list of its officers and representatives and agrees to promptly notify it by writing, signed by the President of the Union, of any change therein during the life of this agreement, and agrees that the Company may accept and act upon, as being authorized by the Union any notice signed by its President.

- 3.5 **Check - off:** The Company, after this agreement has become effective, and during the life thereof, shall deduct from wages due to such employees who have so authorized in accordance with the provisions of the Labor-Management Relations Act of 1947, the fees, initiation fees and assessments of such employees to the Union, and which deductions shall be made in the manner and amounts, and subject to the condition hereinafter stated, to wit:
- 3.5.1 **Deduction of Dues:** The Company shall deduct from wages which are paid to employees on the fourth pay day in each month, the dues of such employees to the Union for the succeeding month. The Company shall not be obligated to deduct for more than two (2) months in any one (1) month, except that in the event that the Union certifies that dues for more than one (1) month are owing at any one time to it by an employee or employees, then the Company shall also deduct an additional two (2) month's dues from the wages of such employees on each of the first and second pay days in the succeeding month. Full time employees shall have union dues deducted weekly.
- 3.5.1a Dues deducted from part-time employees shall conform to the By-Laws of Amalgamated Transit Union Local 1342.
- 3.5.2 **Deduction of Initiation Fees:** Each new employee hired shall pay by cash or check their initiation fee to the Union at the end of their probationary period.
- 3.5.3 **Deduction of Assessments:** The Company shall deduct from wages on employees the amount of any assessment made against all members of the Union, but not be obligated to make such deductions for assessments more often than three (3) times in any one year. The Union shall furnish to the Company a copy of each resolution of the Union under authority of which any such assessment has been made, which resolution shall be certified, as correct and in force, by the Secretary of the Union, and with the seal thereof.
- 3.5.4 **Certification of Amounts to be Deducted From New Members:** "On or before the twentieth (20<sup>th</sup>) day of each month during the life of this agreement, the Union shall furnish to the Company, in duplicate, a list containing in alphabetical order the names of employees who during the month ended that date have become members of the Union, together with their badge or clock numbers, and also a statement of the dues and initiation fees to be deducted from the wages to be paid by the Company to each of such employees beginning that month. Such list shall be certified, in duplicate, on behalf of the Union by its Financial Secretary.
- 3.5.5 **Remittance to Union:** The Company, as such deductions are made, shall promptly remit the same to the Union by check payable to it, which shall be sent to its Financial Secretary, together with a list on which shall be indicated the employees from whom such deductions were made.
- 3.5.6 **Deductions After Statutory and Company Deductions:** The aforesaid deductions shall be made from the net wages due employees after all other deductions required

by law, and after deductions of any monies owing by the respective employees to the Company.

#### **SECTION 4 - BULLETIN BOARDS**

- 4.1 The Company where employees are regularly assigned shall provide a suitable space for a bulletin board, which shall be furnished by, and be for the exclusive use of the Union and shall be maintained and used by it solely for the posting of notices and announcements of meetings, elections, appointments of offices and results of elections, educational or recreational affairs, of the Union.

#### **SECTION 5 - UNION BUSINESS**

- 5.1 Union representatives called away from their regular Company work by the Company for the purpose of transacting Union business, shall be paid by the Company at their time necessarily lost from work in the transaction of such business.

#### **SECTION 6 - COURT AND OTHER DUTIES**

- 6.1 **Attendance at Hearings, Trials, or Company Office:** Employees when requested to do so by the Company shall attend at judicial or other hearings or trials, or at the office of the Company or its attorneys, but shall be paid at their regular rates for the time when actually traveling over the most expeditious route from their regularly assigned location to such place of attendance and return.
- 6.2 **Jury Duty:** Any employee, who without having volunteered, is called and reports for jury duty shall be compensated by the Company for the difference between eight (8) hours pay and jury pay for each day of jury duty performed which requires him to be absent on a regular scheduled work-day, not to exceed fifteen (15) days a year, from the first date of service.

#### **SECTION 7 - PASSES FOR EMPLOYEES, EMPLOYEE'S SPOUSE AND UNION REPRESENTATIVES**

This section was intentionally omitted.

#### **SECTION 8 – LEAVES OF ABSENCE**

- 8.1 **Leaves of Absence for Union Business:** Any employee elected or appointed to an office in the Union which requires a continuous and extended absence from his/her regular duties with the Company, upon written application therefore, shall be granted a leave of absence for such times as he holds office, provided, however, no more than one such employee shall secure such leave of absence at any given time.
- 8.2 **Leaves of Absence:** Any employee desiring a leave of absence may make written application therefore to his/her Department Supervisor who shall have jurisdiction

thereof. Such application shall set forth the reasons for such leave and the expected time needed. Such leave may be granted to an employee for not more than thirty (30) days but may be extended by the Company at its discretion. No employee shall be granted a leave of absence to seek employment elsewhere.

8.3 **Sick Leave of Absence:** Any full-time employee who is unable to work because of an injury or illness and who furnishes evidence satisfactory to the Company shall be entitled to the following leave of absence:

<u>Length of Service</u>	<u>Maximum Leave</u>
Two (2) to Five (5) Years	Six (6) Months
Five (5) to Fifteen (15) Years	Eighteen (18) Months
Fifteen (15) or more years	Thirty-six (36) Months

8.3.1 The Company share of an employee's complete health plan shall be paid by the Company while employee is on sick leave as follows:

- A. For an employee with two (2) to five (5) years of service, the Company shall pay its share of all health insurance plans for the first three (3) months of such sick leave of absence.
- B. For an employee with five (5) to fifteen (15) years of service, the Company shall pay its share of all health insurance plans for the first three (3) months of such sick leave of absence. For the next three (3) months of such leave of absence the employee shall pay the total cost of such insurance, but will be reimbursed for half the cost of the Company's share after returning to work.
- C. For an employee with fifteen (15) or more years of service the Company shall pay its share of all health insurance plans for the first six (6) months of such sick leave of absence and one-half of its share for the next six (6) months.

8.4 **Leave of Absence for Death in Immediate Family:** In the event of death occurring in an employee's immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother or sister of the employee), the employee shall be excused from work for the time necessary and shall be paid at his/her regular rate of pay for the scheduled work-time he/she is required to lose on any of his/her scheduled work-days from the time of death to and including the date of burial provided that pay for such time lost shall not be in excess of three (3) days. In the event that the funeral is not in the local vicinity and considerable travel time is required to and from the place of death and burial, the pay for the time lost may include scheduled work-days spent in traveling provided that such pay will not be in excess of the aforesaid three (3) days.

8.5 **Seniority During Leave of Absence:** In all cases of leave of absence in this section, seniority shall accumulate during the actual period that such leave is granted.

- 8.6 **Return to Duty Before Expiration of Leave:** Any employee on leave of absence may return to duty with the Company in accordance with his/her seniority before the expiration of his leave, provided, however, that the Company shall be given forty-eight (48) hours notice of the date upon which such employee shall return and in the event that such leave is in excess of ten (10) days, then the Company shall be given seventy-two (72) hours notice of such return.
- 8.7 **Adjustment of Disputes:** In the event that any disputes shall arise between the parties as to whether the Company's approval under any of the foregoing provisions contained or granted, the Company agrees that it shall discuss such dispute with Union representatives but the Company shall have sole discretion as to whether or not it will grant or refuse such leaves of absence.
- 8.7.1 **Failure to Appoint Arbitrator:** In the event that either party fails to appoint its arbitrator after written notice for the other so to do, within the time specified by such notice, which shall not be more than six (6) business days thereafter, then the party failing to appoint such arbitrator shall automatically be deemed to have abandoned its contentions in reference to such grievance.

## **SECTION 9 - NO LOCKOUTS, STRIKES CESSATION OR SLOW DOWN OF WORK**

- 9.1 It is specifically agreed between the parties hereto, that there shall be no lockout of any kind, or for any cause, on the part of the Company, and there shall be no strike or other cessation or slow down of work of any kind, by any of the employees on account of any controversy whatsoever, during the existence of this agreement or any extension thereof.

## **SECTION 10 - SENIORITY**

- 10.1 **Determination of Seniority:** Seniority shall be determined and seniority lists maintained in the manner set forth in this section.
- 10.2 **Seniority Lists of Employees in the Operating and Maintenance Unit:** Separate and distinct seniority lists of full-time employees in the operating and maintenance unit shall be established and maintained.
- 10.3 **Revision of Seniority Lists:** Revised and current seniority lists shall be posted on January 1<sup>st</sup> of each year and revised every 90 days thereafter. Any dispute in seniority will be submitted in writing to the Company within thirty (30) days after the roster is posted. Disputes in seniority will be mutually resolved between the Company and the Union.
- 10.4 **Company Seniority:** Company seniority shall be determined by the initial date of the employee's current full-time employment with the Company (after the completion of his/her training period, if any) provided that employment with the Company thereafter has continued without termination. Any employee who has

been terminated for military service shall be reinstated with full seniority under the terms of the Selective Training and Service Act, or an employee who has been terminated for discipline and reinstated with seniority under the grievance procedure, shall be considered for the purpose of this paragraph to have been continuously employed without termination. Any period of full-time employment with the Company that an employee may have had prior to the beginning date of his/her current full-time employment shall have no relation to Company seniority. His/her prior full-time employment shall have no relation to Company seniority; however, such period of employment shall be credited toward pension qualifications as hereinafter provided in the pension provisions of this agreement.

- 10.4.1 **Seniority Districts:** Seniority of employees shall be as of the date of employment in a city or seniority district. Each city or seniority district that now exists or may hereafter be established shall constitute a single seniority district and the exercise of seniority shall be confined to such district. Nothing herein shall preclude the changing of seniority provisions, providing such change or changes are mutually agreed upon between the Company and the Union.
- 10.5.1 **Departmental Seniority:** Shall apply separately and distinctly to each department as set forth above, and shall be determined by the initial date of the employee's current employment (after the completion of his/her training period, if any) in the department in which the employee is currently working.
- 10.5.1(a) **Departmental Transfers:** Employees making application to the Company, and accepted by the Company to transfer from one department to another (maintenance to operator or reverse) shall not retain departmental seniority in the department they have vacated. Such employees will retain Company and accumulate Company seniority for purpose of vacation and pension entitlements. Further, such employees changing from one department to another will commence seniority in the new department as of the day that they are accepted by the Company in their new department. Employees electing to change departments under this provision will remain in their new department.
- 10.5.2 **Application of Seniority:** Departmental seniority shall apply to and govern promotions of permanent full-time employees in each department listed herein, and the selection or picking of work where picking of work is the practice, provided however, that such employee is qualified.
- 10.5.3 **Bus Operator:** In the case of a lay-off of bus operators, the operators shall be laid off in the inverse order of their Company seniority. However, it is agreed that layoffs will be offered to full-time employees on a voluntary basis first, then in inverse order of seniority. Recalls will be offered on a voluntary basis first, then in order of seniority.
- 10.5.4 **Terminating Seniority:** An employee's seniority shall end if his/her employment with the Company is terminated for any reason except in paragraph 10.5.5 of this section.

- 10.5.5 **Recall After Lay-off:** Any permanent full-time employee laid off in a Company lay-off or in a departmental lay-off, is subsequently recalled, will regain his/her Company seniority which they held at the time of his/her lay-off and departmental seniority if recalled to that department. Such re-employment privilege shall continue for a period of twenty-four (24) months only.
- 10.5.6 **Notice of Recall:** Notifications to the employee of his/her recall shall be deemed sufficient if notice is mailed by registered mail to the address of such employee last appearing on the Company records. It shall be the duty of each employee to notify the Company of any change in address. Such employee shall notify the Company of his/her intention to accept such recall within ninety-six (96) hours from the date of mailing such notice, and will be available for work within seventy-two (72) hours thereafter, excluding Saturdays, Sundays, and holidays. If the employee fails to give notice or report as provided herein, then they shall, at the Company's discretion, lose his/her right to recall.
- 10.6 **Adjustment of Disputes:** In the event that any dispute shall arise between the parties hereto or between any employee and the Company concerning any matter pertaining to this section, it shall constitute a grievance to be adjusted in the manner hereinafter provided for the adjustment or grievances.

## **SECTION 11 - DISCIPLINE, GRIEVANCES AND ARBITRATION**

- 11.1 Power of promotions and of demotions, discharge, suspension, and other discipline shall be vested in the Company, but the justification therefore may constitute a grievance to be adjusted as hereinafter provided.
- 11.2 **Discipline:** In matters pertaining to an employee's performance, the employee shall be informed of any offense within six (6) days (excluding Saturdays and Sundays) after the Company has obtained all data necessary for proper consideration and treatment thereof, provided the employee is then working and presents himself/herself to his/her Departmental Supervisor as directed.

The Company shall inform the Union office regarding a disciplinary hearing so Union representation can be made available to the employee at a mutually agreeable time.

- 11.3 **Grievances:** "A grievance is defined as any disagreement as to the meaning, application or interpretation of any of the provisions of the agreement." Any employee having a grievance shall within four (4) business days (excluding Saturdays, Sundays and holidays) after the occurrence giving rise hereto, notify his/her Departmental Supervisor in writing of such grievance. Within five (5) business days thereafter such Departmental Supervisor or a person designated by him/her, shall discuss such grievance with the aggrieved employee and the designated Union Representative and will, within ten (10) days thereafter, render a



decision concerning such grievance. Grievances not presented in writing and within four (4) days as specified herein, shall not be considered.

- 11.3.1 **Procedure for Discussion:** In the event that the parties do not settle the grievance in writing as aforesaid then such grievances shall be presented to the President of the Company for his/her determination. The President of the Company shall, within five (5) business days (excluding Saturdays, Sundays and holidays) after receipt of such grievances, notify the Union of the time and place for the hearing of such grievances, at which time and place the aggrieved employee and a representative of the Union may appear and present their disputes. In the event that the Company President is not available, he/she shall designate a person other than the person who originally heard the grievance to hear such grievance. In any event, such hearing shall be held no more than twenty (20) business days subsequent to the filing of the grievance with the President.
- 11.3.2 **Company Grievances:** The Company also shall present to an officer or representative of the Union designated by it any grievance of the Company pertaining to any matter concerning any employee, or any act or omission of the Union, and if such grievance is not satisfactorily adjusted between the parties, it shall at the request of either party be reduced to writing by the Company and served on the Union and the answer to the Union shall then be reduced to writing by the Union and served on the Company.
- 11.3.3 **Arbitration:** In the event that any aforesaid grievance has not been satisfactorily settled by any of the foregoing procedures, it may be referred to an impartial arbitrator, provided, however, that its intention to do so is given by either party to the other within seventy (70) days following the decision which results in disagreement.

The arbitrator selected can base his/her decision only on the interpretation and application of this agreement.

**Failure to Appoint Arbitrator:** In the event that either party fails to appoint its arbitrator after written notice for the other so to do, within the time specified by such notice, which shall not be more than six (6) business days there-after, then the party failing to appoint such arbitrator shall automatically be deemed to have abandoned its' contentions in reference to such grievance.

In the event of the parties failing to agree on an arbitrator, the grievance shall be referred to the United States Mediation and Conciliation Service under whose rules an arbitrator may be chosen.

The decision of the arbitrator shall be final and binding. All expenses incidental to the arbitrator shall be paid jointly by the Company and the Union.

## **SECTION 12 – (COLA) DELETED**

(Contract updated since COLA was eliminated in the 1980's)

**SECTION 13 - PROVISIONS RELATING EXCLUSIVELY  
TO BUS OPERATORS**

13.1 **Employees Covered By Section:** The provisions of this section shall apply only to the full-time bus operators, except as otherwise provided for. The Company shall maintain a ratio of one (1) full-time operator for every two and one half (2.5) coaches in operation.

13.1.1 “Regular Operators” are full-time operators who bid charter work and are assigned where extra work is required to be performed. Full time operators must work at least 1,500 hours each year to maintain their full-time status. Vacancies in full-time operator positions will be offered to part-time operators before hiring from the outside. The Company, through attrition, shall maintain a ratio of at least one (1) part-time operator for each coach in operation.

The straight time hourly rate of pay of regular and part-time operators shall be as follows:

<u>EFFECTIVE</u>	<u>RATE</u>
01/01/16	\$15.77
01/01/17	\$16.52
01/01/18	\$17.02

New hires, hired after this contract is ratified, shall be paid one dollar (\$1.00) less per hour for the first six (6) months of employment or until thirty (30) charter pay days are worked. During the next six (6) months, or until sixty (60) charter pay days are worked, they will be paid fifty-cents (\$.50) less per hour.

13.2 Regular operators may exercise the right to work before or after their regular work or on their day off, provide they sign the Operators Extra Work Sheet four (4) days prior to the day the “Extra” work is requested. Such extra days worked will apply against the forty (40) hour guarantee.

13.3 An operator who signed the “Extra Work Sheet” will be assigned a piece of work by order of the bid and his/her position on the bid board will be noted on the trip envelope.

13.4 **Regular Operators – Daily Guarantee:** Regular operators shall be guaranteed earnings which are equivalent to forty (40) hours per week, five (5) days per week, provided they shall have reported as directed. Guarantee will be calculated at the hourly pay rate in effect, multiplied by forty (40) hours.

13.5 **Days Off:** Regular operators shall be allowed two (2) days off per week. The Company shall give notice to such operators that they are to have a day off not later

than 10:00 AM the preceding day. When practicable, the Company will give such operators two (2) consecutive days off. Regular operators will bid for days off in accordance with established bidding and seniority provisions.

- 13.6 **Allowance for Accident Reports:** Operators shall be allowed thirty (30) minutes for each accident report.

Such reports must be submitted within twenty-four (24) hours after accident occurs unless operator is out-of-town, at which time report should be mailed or submitted upon his/her return.

- 13.7 **Uniform Allowance:** Grand Tours motor coach drivers are required to wear a uniform at all times while on duty. The Grand Tours logo must be present on the outermost garment (i.e. uniform coat (if being worn) and shirt). During the term of this agreement, the Company shall furnish as soon as is practicable after December 31<sup>st</sup> of each year, a new uniform consisting of a uniform coat, trousers, cap, shirt and tie provided that such operator has completed one (1) year of service with the Company and that he/she is actively employed with the company at the time of the issue of uniforms. The type of uniform shall be selected at the Company's discretion. However, the Company shall consult with the Union Representative before making any changes in the uniforms. Employee has until July 1<sup>st</sup> of the following year to use allowance earned the previous year. The uniform requirements are:

1). **Winter Uniform (September 1<sup>st</sup> – May 31<sup>st</sup>)**

- Green or white button down shirt with company logo.
- Men's or women's green tie.
- Dark green or black slacks.
- Black or brown dress shoes or appropriate winter boots.

2). **Summer uniform (June 1<sup>st</sup> – August 31<sup>st</sup>)**

**Option 1**

- Green or white short sleeve button down shirt with company logo.
- Dark green or black slacks.
- Black or brown dress shoes.

**Option 2**

- Short sleeve Grand Tours green shirt or company issued polo shirt.
- Khaki, dark green or black slacks (color coordinate with shirt)
- Black or brown shoes.

The following items listed below are optional accessories and can be worn with mandatory uniform:

- Green blazer

- V-neck pull over sweater – dark green
  - Pullover vest type sweater – short sleeve – dark green
  - Grand Tours green fleece or Grand Tours jacket
  - Name badge
- 3). Should a driver wish to wear a hat while on duty for Grand Tours, it must be a company uniform hat or Grand Tours baseball cap. Wearing any hat other than the company uniform hat is prohibited.
  - 4). As a professional motor coach driver you are expected to maintain a high level of professional appearance at all times. Proper grooming – hair cut and combed neatly, facial hair kept neatly trimmed, clothing pressed, cologne/perfume worn sparingly, etc. is expected.
  - 5). In cold winter months, please use your discretion as to the overcoat you choose to wear. Preferred is the Grand Tours winter jacket.
  - 6). Mandatory uniform items can be purchased at United Uniform for those drivers who wish to do so.

The amount of the uniform allowance is based on the hours worked the prior year and shall be as follows:

<b>(8.5 hours = 1 day)</b>	
50 – 99 days worked:	\$100.00
100 – 135 days worked:	\$175.00
136 – 179 days worked:	\$225.00
180 + days worked:	\$250.00*

\*All Full Time drivers will receive the highest tier for their uniform allowance.

13.8 **Option Allowance:** Provided that an operator’s uniform passes inspection by the Company, he/she may select standard uniform equipment in lieu of the allowance, the total cost of which option equipment selected shall not exceed the value of the uniform allowance.

13.9 DELETED.

13.10 Charter trips of more than twenty-four (24) hours will be referred to herein as “multiple-day” charters.

The Company will create a list consisting of full-time operators; such list will be called an operator bid board, where all charters will be posted along with any specific operator request. The “Operator Bid Board” will be established by seniority originally and operators will be rotated according to the show times of the eight (8) hours or greater work posted for that day. Such posting will be done at least four (4) days prior to day of departure. Such rotating will be done four (4) days prior to

departure. Once operators are rotated, there will be no changes in bid order if an operator bids or is assigned a charter and cannot perform such work due to an emergency.

- 13.11 Charter trips of more than eight (8) hours, but less than twenty-four (24) hours will be assigned to regular operators not bidding. Such assignments will be made in reverse order of the rotation list.

- 13.11.1 Charter trips of less than eight (8) hours will have a guarantee of four (4) hours.

- 13.12 Operators on a “multiple-day” charter will be paid at the hourly rate for each calendar day. A minimum of ten (10) hours pay will be allowed during each of the layover days, when the driver(s) is (are) required to work. If he/she is not required to work, eight (8) hours pay will be allowed.

Layover days are all the days of the charter except the departure day and the return day. All earnings for work performed during each day will be applied against the minimum allowance.

On a multiple day charter, after the driver has arrived at the destination, any work performed after a two (2) hour break will be paid at the hourly rate.

On the departure day of a multiple day charter, any work completed a minimum of four (4) hours prior to leaving the destination will be paid a minimum of two (2) hours at the New York State or Federal minimum wage whichever is greater. Upon leaving the destination a driver will revert to miles or hours in addition to the work performed before departure.

- 13.12.1 Work performed during each twenty-four (24) hour period will be applied as follows:

When there is less than two (2) hours of waiting time, operator will be paid straight through. Waiting time is defined as the period of time the coach is not moving. This application will apply to all days of a multiple day charter including departure day and return day.

When required on layover days to transfer a distance where the time traveled is greater than two (2) hours, operator will be allowed waiting time equal to the time traveled. This will not apply to change of destination day.

A minimum of two (2) hours will be allowed for each service performed, however combined minimums cannot exceed time involved.

- 13.12.2 When the charter group requests additional work during the calendar day of arrival or departure that is not shown on the charter order, driver will be paid the hourly

rate provided he/she collects cash from the group for the additional hours worked. The employee shall collect cash or get a signature from the group.

- 13.12.3 On a multiple day charter of less than 300 miles one way, a driver will be guaranteed a minimum of eight (8) hours of pay, except when less than eight (8) hours is worked on a new day to complete the charter.
- 13.12.4 Change of destination is when a charter departs one point after a layover of more than eight (8) hours for another point with a layover of more than eight (8) hours.
- 13.12.5 When required by the Company to cushion via commercial transportation or our coach, operator will be paid from report time to one-half (1/2) hour after actual arrival time. If live trip is within two (2) hours after arrival, operator will be paid cushion pay until start of live trip. If live trip is greater than two (2) hours, operator will be off duty until start of live trip. All cushion time will be paid at one hundred percent (100%) of the current hourly rate in effect and will be paid in addition to other earnings.
- 13.12.6 Operators riding and/or driving company transportation to/from relief for a customer charter shall receive one hundred percent (100%) of their hourly rate. Operators will be paid from report time to one-half (1/2) hour after actual arrival time, based on company's scheduled departure time. If live trip is greater than two hours, operators will be off duty until the start of live trip.
- 13.12.7 Except on Company property, supervisory employees will be accompanied by a Union employee when driving a Company bus except in emergency situations i.e. breakdowns. It is understood only the minimum amount of work will be performed to remedy the situation.
- 13.12.8 Employee called in to deliver a bus or perform other non-revenue work will be guaranteed a minimum of 2.0 hours pay.
- 13.13 **Deadheading:** Operators will be allowed one (1) fifteen (15) minute break for each four (4) hours of service, based on a reasonable amount of travel time for deadhead movements in a motor coach to average 60 MPH.
- 13.13.1 **Operators on Layoff or Frozen Bid Board:** When drivers are laid off or on a frozen bid board, charter trips will be filled by seniority and driver requests will be honored. If two (2) or more drivers are requested for the same charter, work will be covered by seniority.
- 13.14 **Driver Meal Allowances:**
  - a) When meals on one-day charters are arranged by the Company, operators' meal will be included and paid for by the Company. No other meal

allowance for one-day charters will be provided, except as described in section 13.22.

b) Meal allowances for multiple-day charters will be paid as follows:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
0 – 4 hours	\$0.00	\$0.00	\$0.00
4.1 – 8 hours	\$7.00	\$7.00	\$7.00
8.1 – 12 hours	\$12.00	\$12.00	\$12.00
12.1 – 24 hours	\$26.00	\$27.00	\$28.00

\*\*15 minute post-trip not included in the last day meal allowance calculation.

- 13.15 An operator requested by a chartering party will be assigned to such charter if he/she so desires, but he/she shall receive in pay only the amount due for driving such charter. Part-time operators may operate one-day or multiple day charters if requested in writing, at the discretion of the Company. The Company agrees that it will give written advice to each operator that has been requested for a charter trip and that all known charter work will be posted at least four (4) days before departure. Such requests for a specific operator must be submitted in writing by the chartering party at least twenty-four (24) hours before bid board closes. On non-prioritized multiple requests, the assignment will be by the requested drivers position on the bid board. Multiple requests for part-time drivers will be determined by which driver drove that group last, then by seniority. Requests must be received directly from the customer.
- 13.16 If all operators on the charter list refuse a charter, the refusal of the last operator or operators to take such a charter will result in the loss of guarantee for the duration of the charter refused.
- 13.16.1 Any new work, over eight (8) hours, will be offered in descending order of the bid board or assigned from the bottom up provided work is received eighteen (18) hours prior to show time and not covered by a part-time driver.
- 13.17 Charters and special parties of an unusual nature may be assigned to a specific operator by the Company.
- 13.18 **Work Assignments:** The following order will be used:
- a) Full-time operators not on a day off.
  - b) Full-time operators on day off on request.
  - c) Part-time operators on request.
  - d) Full-time operators on P.O.H.W.; do not lose bidding rights and do not have the ability to take a part-time operators request.
  - e) Full-time operators on day off.
  - f) Part-time operators.

- 13.19 **Charter Cancellations:** When cancelled, a full-time operator may bump full-time operators working their day-off, or part-time operators not on request by notifying the Company three (3) hours before the particular drivers show-up time. The Company may re-assign an operator who has been cancelled.

When a charter is cancelled, the Company shall pay the operator assigned to such charter as follows:

- a) Three (3) hours or total time spent, whichever is greater, when charter is cancelled at origin.
  - b) Two (2) hours will be paid if operator is notified of cancellation at show time.
  - c) If the operator is cancelled at home, no pay will be allowed.
  - d) If an operator is called in for airline work, a minimum four (4) hours will be paid even if such work is cancelled at origin.
- 13.20 If a particular charter is dependent on weather conditions (local baseball games, local ski trips), the operator assigned to that work must call the office prior to reporting for work.
- 13.21 During normal business hours operators should call 716-625-9214 when there is a maintenance problem, when checking work assignment if such operator is working away from home office that day or when calling for particular instructions as required. Evening and weekend maintenance calls should be made to maintenance personnel cell phones as indicated on your emergency card or telephone list. If you are unable to reach maintenance personnel operators should call:
1. Duty dispatcher
  2. Sales person on your order
  3. Any sales person
  4. Any management personnel
- Do not leave messages on cell phones or answering machines.
- 13.22 A food allowance of \$12.00 will be paid when a driver is required to stay in a hotel for a minimum of eight (8) hours (to protect his or her hours of service) during a trip that is more than 15 hours and less than 24 hours.
- 13.23 On charters requiring “hours of service” off duty time (for example, early and late drives for school band competitions in Sandusky, and off duty time while they are at Cedar Point), drivers will be entitled to a single room. A cap of \$85.00, or as reasonably near as possible, per day or night, per room, will apply. Drivers may share a room if they choose, and shall receive a full meal allowance if they do. Anytime drivers share a room, they shall receive double meal allowance for each day or night a room is shared.
- 13.24 Operators are required to check their vehicles for damage prior to leaving the garage. If damage is found, the operator is to notify his/her mechanic leader immediately and note such on bus damage form. Damages found on buses will be



called to the attention of the last operator assigned that particular coach. Operators are also required to post trip check their vehicles for damage.

- 13.25 No unauthorized personnel will be carried on a charter or tour coach without twenty-four (24) hour prior approval from group leader and from operator's supervisor.
- 13.26 Coaches will be checked after a run for any lost articles. A defect slip will be written out each day noting any problems with bus or marked OK. Notation must be made of mileage to date on defect slip.
- 13.27 Between the hours of 6AM and 9PM, when an operator returns from a charter two or more hours prior to the anticipated arrival time, such operator must alert the office or the duty dispatcher before returning to the garage. Do not leave messages on cell phones or answering machines.
- 13.28 The Company will use a numbering system on multiple bus movements according to the order of operator dispatch set by the charter bid board. This order will be used to relieve a person from an assignment when one or more of the buses are cancelled. Part-time operators will use seniority to determine who is cancelled.
- 13.29 Any full-time operator who on his/her regular day off is unable to work a charter he/she has signed for or has been requested for (and had accepted) shall notify the Company at least twenty-four (24) hours in advance of his/her report time for such charter, that he/she does not desire to work such charter. Failing to do so will deprive the operator of his/her daily guarantee for the duration of such charter.
- 13.30 Operators on charters will be paid fifteen (15) minutes prior to departure for a pre-trip inspection of their assigned vehicle. Operators returning from their charter will be paid fifteen (15) minutes for a post trip inspection as required by DOT Regulations.
- 13.31 If an operator is scheduled to work and due to illness, injury, or emergency must excuse him/her self from duty, the operator must give as much notice as possible. The operator must speak with someone in management personally to inform them of this to ensure that management is aware of the situation. It shall not be acceptable for operators to leave voice mails or messages on answering machines.
- 13.32 Operators will comply with all operating guidelines for company installed Drive Cam and fleet management systems.
- 13.33 Cellular telephone use without a hands-free device and text messaging are strictly prohibited while driving company equipment.

**SECTION 14 - PROVISIONS RELATING EXCLUSIVELY  
TO MAINTENANCE EMPLOYEES**

14.1 **Employees Covered By This Section:** The provisions of this section shall apply only to employees in the garage.

14.2 **Job Classifications and Rates of Pay:** The classifications of employees in the garage and straight-time hourly rates of pay of the employees in such classifications are and shall be as follows for the duration of this agreement:

<b>Classification</b>	<b>01/01/16</b>	<b>01/01/17</b>	<b>01/01/18</b>
AA Plus	\$21.00	\$21.42	\$21.85
AA	\$19.50	\$19.89	\$20.29
A	\$18.00	\$18.36	\$18.73
B	\$16.50	\$16.83	\$17.17
C	\$16.00	\$16.32	\$16.65
*Fueller A	\$16.35	\$16.68	\$17.01
*Cleaner A	\$15.75	\$16.07	\$16.39
Cleaner B	\$13.25	\$13.52	\$13.79

\*Applies to current employees only

The Company has established written job descriptions and specifications for the mechanics classifications as outlined on pages I and II of Appendix A of this agreement. The Company shall also attempt to utilize objective aptitude and ability tests in the determination of each individual's classifications. The Company shall consult with the Union in the development of this testing procedure.

Any maintenance employee who is temporarily assigned as Foreman shall be paid as described in Section 14.2 of this agreement.

**Other Duties:** Employees required to fill temporarily the positions of other employees will be paid not less than they would earn per day in their regular positions at straight time.

Such employees temporarily assigned to classifications paying a higher rate than their own shall immediately receive the rate of the higher classification while performing such new duties.

14.2.1 The Company and Union have agreed upon the definitions of the above-mentioned classifications. Copies of such definitions shall be posted in the shop.

14.3 **Coveralls, Laundering and Maintenance Allowance:** The Company will provide five (5) pairs of coveralls and/or work clothes for each maintenance employee. The Company will be responsible for the laundering required for coveralls and/or work clothes.

14.3.1 **Tool Allowance:** The Company shall pay to each mechanic who is required by the Company to have his/her own tools a monthly tool allowance. The Company shall

issue a list of the required tools. Each mechanic will be expected to have the required tools according to his/her classification.

**Tool Allowance:**

01/01/16	\$50.00
01/01/17	\$50.00
01/01/18	\$50.00

- 14.3.2 The Company will make rain and storm gear available.
- 14.3.3 The Company will furnish flashlights and batteries to mechanics.
- 14.3.4 Company will reimburse mechanics for repair of air tools up to \$137.00 per year. Mechanic must receive Company approval prior to the repair, and a receipt for the repair work must be provided at the time of the reimbursement request.
- 14.4 **Scheduled Workweek and Workday:** Overtime provisions. Except as hereto stated, the scheduled workweek, workday and overtime provisions shall be as follows:

Workday:	Eight (8) hours
Workweek:	Forty (40) hours
Overtime Pay:	Time and one-half at regular rates for hours worked in excess of forty (40) hours per week

When a holiday falls on a mechanic's normal workday and he/she is off for that holiday but is asked by the Company to work his/her day off during that week, such mechanic shall receive pay at time and one-half. If the mechanic requests work on his/her day off, he/she shall be paid straight time.

- 14.4.1 A monthly rotating overtime list is established in the groupings below:
  - a) A Mechanic
  - b) B Mechanic
  - c) Lower maintenance classifications
- 14.4.2 Any employee called in to work after completion of his/her regular shift or on his/her regular day off shall receive no less than the equivalent of four (4) hours at straight time.
- 14.5 **Scheduled Days Off:** The Company shall schedule consecutively the days off of employees during their five (5) day workweek.
- 14.6 **Wash-up Period:** Each employee shall be allowed two (2) ten (10) minute wash-up periods per day with pay, one of which shall be taken immediately before the regularly scheduled lunch period for each employee and the other immediately before regularly scheduled quitting time for each employee.

- 14.7 **Garage Pickings:** There shall be a minimum of two shift pickings each year for garage employees; one no later than the 31<sup>st</sup> of May, the other no later than the 30<sup>th</sup> of November.
- 14.8 **Personal Day:** All full time maintenance employees shall receive four (4) floating holidays to be used with the approval of your Supervisor but not in conjunction with vacation time.
- 14.9 Disputes arising under this Section 14 between the parties hereto shall be resolved by the grievance hereinbefore provided.

## **SECTION 15 - PROVISIONS RELATING TO ALL EMPLOYEES**

- 15.1 **Money Purchase Plan:** The Company has established a Money Purchase Plan that will pay twenty-five cents (\$0.25) per hour worked for those employees working in excess of 1,000 hours in a calendar year. The Company also provides the G.R.S. 401k Plan that is contributory at the discretion of the Company.
- 15.2 **Medical Insurance:** The Company shall provide each full-time employee (and his/her eligible dependents)\* access to a health care plan, which may include an optional vision and dental rider.

A payroll deduction of health care costs will be made by the Company.

**\*Applies to current employees only**

- 15.3 **Holiday Allowance:** There shall be in each year of this contract, eight (8) holidays, New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas or the days set aside for the observance of such holidays for all full-time employees, and the employee's birthday. The Company shall pay a holiday allowance equivalent to eight (8) hours straight time to each full time employee on such holidays, in addition to his/her regular pay for work performed on such day. Any eligible employee that is laid off during these holidays will receive one-half (1/2) float day off with pay. This must be taken during the following calendar year with at least a seven (7) day notice to the Company.

In the event the employee elects to take off for his/her birthday, he/she must provide the Company with at least three (3) days advance notice. The time off must be within the week in which the birthday falls. If the birthday falls on a regularly scheduled workday, the employee may work the holiday and receive a holiday allowance of eight (8) hours pay as defined in the preceding paragraph.

- 15.3.1 **Floating Holiday:** All part-time employees working in excess of 1,000 hours in the previous calendar year will receive one floating holiday for their birthday. The

Company shall pay an allowance the equivalent to eight (8) hours straight time for this holiday. The time off must be taken within the week in which the birthday falls, and the employee must provide the Company with at least three (3) days advance notice.

All part-time employees working in excess of 1,500 hours in the previous calendar year will receive an additional floating holiday. The Company shall pay an allowance the equivalent of eight (8) hours straight time for this holiday. This holiday must be used during the calendar year in which it was received and the time must be approved in advance by the company.

15.4 **Vacations:** The length of an employee's vacation shall be in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>LENGTH OF VACATION</u>
One Year	One Week
Two years	Two Weeks
Eight Years	Three Weeks
Fifteen Years	Four Weeks
Twenty Years	Five Weeks*

\*Applies to employees currently at this level.

15.4.1 **Vacation Picking:** Vacations will be scheduled on a calendar week basis commencing on Sunday and terminating on Saturday. Vacation picking shall begin no later than December 1<sup>st</sup> of each year, and to be completed prior to the last Sunday in December. The Union pledges its cooperation with the Company to insure that there are no undue delays in handling the pick, nor any additional expense to the Company.

15.4.2 **Vacation Pay:** Maintenance employees shall be paid for vacations on the basis of forty (40) hours per week.

Regular operators shall be paid for vacation on the basis of 1/52<sup>nd</sup> of the wages reported on their prior years W2 Form. If an employee was on sick leave during the prior year, an amount equal to eight (8) hours pay, at the rate in effect at the time of his/her leave, multiplied by the number of days greater than five (5), will be added to the amount on his/her W-2 Form.

15.5 **Additional Days Off:** Employees desiring to be absent from work on any day or days other than regular assigned days off, must notify the Company by 1500 hours on the previous day. If the Company cannot grant the requested day off, the employee will be governed by the instructions given him. This section does not apply to absence due to illness.

The Company will allow such days off as so selected provided that there are enough other operators available on such days to conduct its operations without curtailment or inconvenience, and the decision of the Company shall be exercised reasonably and fairly. The operators, recognizing that such additional days off are a privilege; agree not to abuse this privilege.

- 15.6 **Physical Examinations:** All physical examinations required as a condition of continued employment, shall be made by a physician selected by the Company, and paid for in full by the Company. Employees failing to pass medical examinations by competent medical authorities approved by the Company may be disqualified from service. The disqualified employee or the Union may, within forty-five (45) days following such examinations, make written request to the Company for further examinations by two physicians, and if disqualifications are found, subsequent condition or conditions can, in the judgment of the examining physicians, be corrected by treatment, the employee may, if his/her physical condition otherwise permits, continue in service. If able to work, he/she will be permitted to resume his/her employment upon certification by the attending physician. In the event disagreement between the two physicians, an impartial third physician shall be selected by the physician for the Company and the physician designated by the Union. The decision of such impartial physician shall be conclusive and binding. The expense of the third physician shall be borne equally by the Union and the Company.

The present practices in effect for physical examinations will continue.

- 15.7 A full-time employee must successfully complete his/her probationary period before becoming eligible for the aforementioned benefits.
- 15.8 All employees must confirm receipt of and comply with all provisions of the employee handbook.

## **SECTION 16 - WORKING CONDITIONS, ETC...TO CONTINUE**

- 16.1 **Working Conditions, Practices, Etc...To Continue:** The present working conditions, rules and regulations of the Company not altered or modified by this agreement shall continue in full force and effect. It is understood and agreed that the Company reserves the right from time to time to revise, supplement changes in such working conditions, excluding those matters heretofore exclude (including but not necessarily limited to leaves of absence and scheduling) that are considered by the Union to be in conflict with this agreement, then the Union shall have the right to file a grievance thereon in accordance with the grievance procedure set forth herein.
- 16.2 Senior employees shall be given the newest equipment, according to the needs of charters, when the equipment is available.

- 16.3 Any employee working for a competitor while employed by Grand Island Transit Corporation dba Grand Tours will be terminated immediately.

#### **SECTION 17 - CHANGES IN RENEWAL AGREEMENT**

- 17.1 **Proposal of Modifications:** At least sixty (60) days prior to the end of the original term of this agreement or of any automatic renewal thereof, either party may propose to the other in writing, any modifications thereof. The parties shall meet promptly to consider such proposals and shall use their best efforts to reach an agreement in respect to such proposals as expeditiously as possible.
- 17.2 **Modifications of Agreement:** Any modifications of this agreement may be agreed upon by the parties and shall be embodied in the next renewal of this agreement.

#### **SECTION 18 - DURATION AND RENEWAL**

- 18.1 This agreement shall continue until midnight December 31, 2018, unless either party gives written notice to the other at least sixty (60) days prior to the expiration of the original term of this agreement, or of any renewal thereof, that it desires to modify or terminate the agreement. Such notice shall be postmarked by registered mail or may be delivered personally within said time. If sent to the Company, such notice shall be addressed to its President at 5355 Junction Road, Lockport, New York, or it may be delivered personally to said officer. If sent to the Union, such notice shall be addressed to its President or Secretary/Treasurer at 196 Orchard Park Road, West Seneca, New York, or it may be delivered personally to either of said officers.

**SECTION 19 - SUCCESSORS AND ASSIGNS OF THE COMPANY**

19.1 This contract shall be binding on the successors and assigns of the Company and none of its provisions shall in any way be affected by a consolidation, merger or sale of the Company or by a change in its legal or management status.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2016

GRAND ISLAND TRANSIT CORPORATION  
dba GRAND TOURS

BY: \_\_\_\_\_  
Richard W. Brooks, General Manager

LOCAL UNION 1342, of the AMALGAMATED TRANSIT UNION

BY: \_\_\_\_\_  
Vincent G. Crehan

BY: \_\_\_\_\_  
Murray Young

BY: \_\_\_\_\_  
Robert Brammer

BY: \_\_\_\_\_  
Rickey Kijanka



## **APPENDIX A**

The qualifications and requirements of each Mechanical classification are outlined below. These descriptions govern the performance of each employee in the Maintenance Division as referred to in Section 14.2 of this agreement

**All classifications of maintenance personal must obtain a Commercial Drivers License (CDL).\***

**\*Applies to new hires only**

### **QUALIFICATIONS AND REQUIREMENTS OF MAINTENANCE PERSONNEL**

#### **A-A MECHANICS – MAXIMUM ALLOWED 1**

1. Diagnosis and repair of all mechanical, electrical and air-condition problems now handled in our garage.
2. Tune-up of Detroit Diesel, Caterpillar and Cummins Engines.
3. Removal, replacement and rebuilding of injectors, blowers, P.S. and A/C hydraulic pumps and engine water pumps, engines, clutches, transmission, differentials and engine units as handled in our garage.
4. Body repairs and welding as is now done in our garage.
5. Will act as Foreman in the absence of garage Supervisor.

#### **A MECHANIC – MAXIMUM ALLOWED 3**

1. Ability to perform all the work of classifications below “A” Mechanic.
2. Qualified to correctly perform all the following:
  - a. General repairs and maintenance work on our buses.
  - b. Removal and replacement of all mechanical units.
  - c. Reading most electrical wiring diagrams.
  - d. Diagnosis and making repairs of electrical circuits such as starter, generator, and A/C units.
  - e. Perform engine overhaul such as changing cylinder head, injector, pistons and sleeves and clutch units.

OR

Perform complete bodywork such as changing panels, prepare and paint buses as done in our shop.

3. Will make road calls necessitating familiarity with any of the repairs outlined in #2 of this page.

4. One "A" Mechanic responsible for the Saturday, Sunday and holiday work schedule. Choice by seniority.

### **B MECHANIC – MAXIMUM ALLOWED 2**

1. Ability to perform all work below classifications of "B" Mechanic.
2. Qualified to correctly perform the following:
  - a. Removal and replacement of minor mechanical units such as starter, generator, air-compressor and water pumps.
  - b. Assist in body repairs as is now done in our garage.
  - c. Complete brake relining job.
  - d. Assist in removal and replacement of major mechanical units such as transmission, clutch, differentials and engine.

### **C MECHANIC – MAXIMUM ALLOWED 2**

1. Ability to perform all work classifications below "C" Mechanic.
2. Qualified to correctly perform the following:
  - a. Lubrication, tire and inspection work.
  - b. Correction of minor defects.
  - c. Mechanics helper doing mechanical work that he / she has had instructions on.
3. One "C" Mechanic responsible for fueler pick on fueler's night off. Choice by seniority.
4. Shall make bus changes and road calls where:
  - a. As deemed necessary by Maintenance Supervisor or A A Mechanic.

### **FUELER**

1. Fueling buses, checking engine, transmission oil, water level and tires. (Correct if necessary)
2. Servicing bus toilets.
3. Correcting minor defects such as changing light bulbs and windshield wiper blades.
4. Making changes on dispatch board as directed.
5. Check defect sheets in reference to buses going out prior to a mechanic being on duty.
6. Answering telephone and giving information.
7. Relaying telephone calls of an emergency nature to proper persons.

### **CLEANER**

1. Washing and cleaning of buses.
2. Servicing bus toilets.
3. Fueling of buses when required.
4. Janitorial services.

## **APPENDIX B**

### **SEXUAL HARASSMENT POLICY**

#### **POLICY**

Title VII of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, sex, age, or national origin. Sexual harassment is included among the prohibitions. It is Grand Island Transit Corporation dba Grand Tour's policy to promote a work place that is free of sexual harassment. Each individual has the right to work in a professional atmosphere, which promotes equal opportunities and prohibits discriminatory practices, including sexual harassment. At Grand Island Transit Corporation dba Grand Tours sexual harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated.

#### **DEFINITION:**

For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonable interference with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes; flirtation, advances, or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, touching, or pinching; suggestive insulting, or obscene comments or gestures of a sexual nature; and display in the work place of sexually-suggestive objects or pictures.

#### **GUIDELINES:**

- This policy covers all employees of Grand Island Transit Corporation dba Grand Tours. Grand Island Transit Corporation dba Grand Tours will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow

employees, supervisors, managers, outside clients, or other non-employees who conduct business with Grand Island Transit Corporation dba Grand Tours. Grand Island Transit Corporation dba Grand Tours encourages the reporting of all sexual harassment incidents, regardless of who the offender may be.

- All supervisory personnel within the Company are responsible for eliminating any and all forms of sexual harassment of which they are aware. Any management personnel who is made aware of sexual harassment and fails to take corrective action pursuant to this policy will be subject to discipline up to, and including, termination.
- While Grand Island Transit Corporation dba Grand Tours encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, we also realize that the power and status disparities between the person allegedly harassing and the person harassed may make such a confrontation unlikely. In the event that such informal, direct communication between the individuals is either ineffective or impossible, the Human Resources Department (Payroll and General Manager) should be contacted through the procedures outlined below. Grand Island Transit Corporation dba Grand Tours will not retaliate in any way against any individual making a report of sexual harassment, nor will Grand Island Transit Corporation dba Grand Tours permit any supervisor, officer, or employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately.

### **PROCEDURES:**

- 1) A report of an alleged violation of this policy should be made immediately to your immediate supervisor.
- 2) An investigation of the alleged harassment will be handled through the General Manager's office in a confidential manner so as to protect the privacy of persons involved. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances. In pursuing the investigation, the General Manager will seek to consider the wishes of the complainant, but will thoroughly investigate the matter as appropriate under the circumstances. The alleged offender will be made aware of the report and will be given an opportunity to respond and present witnesses. The General Manager will keep the complainant informed as to the status of the investigation. Upon completion of the investigation of a sexual harassment complaint, the General Manager will recommend to management the appropriate action to be taken. If Grand Island Transit Corporation dba Grand Tours concludes that harassment occurred, the harasser will be subject to appropriate disciplinary action, as described below. The complainant will be informed of the disciplinary action taken.
- 3) In the event harassment cannot be substantiated, this finding will be communicated to the complainant in an appropriately sensitive manner. The complainant is always free to provide additional evidence for investigation.

- 4) If any party directly involved in a sexual harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit written comments in a timely manner to the chief executive officer.
- 5) Employment conditions of the complainant and witnesses will be in no way adversely affected through use of this procedure, subject to paragraph 7 below.
- 6) Individuals found to have engaged in misconduct constituting sexual harassment will be disciplined, up to and including termination. Appropriate sanctions also may include written reprimand, and referral to counseling. Discipline is subject to Section II of the Collective Bargaining Agreement.
- 7) If an investigation results in a finding that the complainant falsely accused another person of sexual harassment, knowingly or in a malicious manner, the complainant will be subject to appropriate sanction, including the possibility of termination. Subject to Section II of the Collective Bargaining Agreement.
- 8) The General Manager shall forward to the Board of Directors or a committee of the Board any sexual harassment complaint filed against a Vice President or other officer of Grand Island Transit Corporation dba Grand Tours. The General Manager shall follow the procedures set forth above and shall keep the Board or the committee apprised of the investigation and findings that arise from the complaint. The General Manager shall keep confidential the identities of all parties involved pending completion of the investigation.

## **APPENDIX C**

### **POLICY STATEMENT**

**The Company** is dedicated to providing safe and efficient service to our community. Moreover, we are dedicated to providing a safe workplace for our employees.

In order to meet this goal, we hereby endorse the Federal Highway Administration substance abuse regulations. We will provide training, education and other assistance to all employees driving Company vehicles. Drug testing, in compliance with DOT regulations, is an integral part of our program. Noncompliance with this policy or violation of the regulations may result in severe disciplinary action including suspension or dismissal. Subject to Section II of the Collective Bargaining Agreement.

### **EMPLOYEE ASSISTANCE PROGRAM**

**The Company** has established an Employee Assistance Program (EAP) which includes education and training for drivers, supervisors and Company officials about controlled substances and alcohol.

The training program will cover the effects of controlled substance use on personal health, safety and the work environment. Manifestations and behavioral changes that may indicate controlled substance use and abuse will also be addressed. Documentation of these training sessions will be maintained.

### **PROHIBITIONS**

- No driver shall report for duty within 8 hours of consuming alcohol.
- No driver shall use alcohol while on-duty.
- No driver shall be on duty while having an alcohol concentration of **0.02** or greater.
- No driver shall use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- No driver shall use controlled substances, except when pursuant to the instructions of a physician who has advised the employee that such use will not adversely affect the employee's ability to safely operate a commercial motor vehicle.

### **DRUG AND ALCOHOL TESTING PROGRAM**

This policy applies to all those drivers requiring a commercial driver's license as defined by the Department of Transportation Title 49 Code of Federal Regulations part 383.5.

#### **Types of tests**

Drug testing for marijuana, cocaine, opiates, amphetamines and PCP will be performed on urine specimens. Alcohol testing will be performed by means of breath testing devices approved by the National Highway Traffic Safety Administration. Testing procedures will comply with Federal Motor Carrier regulations 49 CFR Part 40. Individual test reports will be maintained in each employee's confidential file.

Six types of drug and alcohol tests are required under federal regulations: pre-employment, random, reasonable cause, return to duty, follow-up and post-accident.

1. All applicants for employment will submit to drug testing only.
2. Throughout the year, drivers are subject to unannounced testing on a random basis. The total number of random drug tests will equal or exceed 50% of the average number of commercial motor vehicle employee positions for which testing is required. The minimum alcohol-testing rate will be 10%. Since drivers are chosen at random throughout the year, each individual driver may not be tested or may be tested once, twice or more in a given year.
3. A driver shall submit to testing, upon reasonable cause, when requested to do so by the Company. A supervisor or Company official must directly observe conduct, triggering the testing. The supervisor making this determination must have received training in the identification of behavior indicative of use of a

controlled substance. Documentation of the employee's conduct shall be prepared and signed by the witness within 24 hours.

4. If a driver who violates this policy is allowed to return to duty, a test will be conducted prior to the performance of a safety-sensitive function. In addition, the employee will be subject to unannounced follow-up testing. The frequency of such tests will be prescribed by a substance abuse professional and will consist of a minimum of 6 tests in the first 12 months following the employee's return to duty.

5. The driver will be tested for alcohol and drugs as soon as possible after an accident, if the employee receives a citation for a moving traffic violation related to the accident, anyone involved is taken to the hospital, any vehicle involved is towed or there is a fatality. The alcohol test should be performed within 2 hours of the accident. If not tested within 2 hours, the employee may be tested for alcohol up to 8 hours following the accident. The drug test will be performed within 32 hours of the accident.

#### **Procedures for drug tests**

Drug testing is done by means of urine collection and analysis. The specimen will be collected by trained personnel in accordance with DOT regulations. The specimen is divided into 2 separate containers (the primary sample and the split 32 sample) and sealed in a tamper-evident container and shipped to a SAMHSA certified lab for testing. Laboratory test results are reported to the medical review officer (MRO). Before reporting a positive test to the employer, the MRO will attempt to contact the employee to discuss the tests results. If the MRO is unable to contact the employee directly, the MRO will contact the employer's Drug Program Administrator who will contact the employee. If no legitimate explanation for the positive test is found, the MRO will report the test as positive. If there is a valid explanation for the positive test other than illegal drug use, the MRO will report the test as negative. A test showing the presence of a medication, which the employee has used in accordance with a valid prescription, will be considered a negative test.

In the event of a positive drug test, the employee has the right to request that the split sample be sent to a different certified lab for testing. This request must be made within 72 hours of the time the employee was informed of the results by the MRO. The cost of the split performed will be at the driver's expense. If the split sample comes back negative the driver will be reimbursed.

#### **Procedures for alcohol tests**

Certified breath alcohol technicians will perform these tests using evidential breath testing devices. If the test shows a result less than 0.02, the test is considered negative. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. The confirmation test will be performed fifteen minutes after the initial test and the results of this test determine what actions will be taken.

#### **CONSEQUENCES OF A POSITIVE TEST**

1. Applicants for employment who test positive for drugs will not be hired.

2. Any driver who tests positive for alcohol at a level of 0.04 or higher or who tests positive for drugs will be removed from service, placed on unpaid leave of absence and be referred to a substance abuse professional (SAP). The SAP will determine what assistance the driver needs in resolving the problem.
3. If a driver tests positive for alcohol and the test result is between 0.02 and 0.04, the driver must be removed from driving or performing safety-sensitive duties for 24 hours. The driver must undergo an alcohol test with a negative result before returning to duty. No other action will be taken against the driver based solely on test results showing an alcohol concentration less than 0.04.

### **CONSEQUENCES OF REFUSING A DRUG OR ALCOHOL TEST**

The consequences of refusing a test are the same as testing positive.

### **REHABILITATION**

In order to be eligible to return to duty after a positive drug test or an alcohol level of 0.04 or higher, a driver must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the driver must continue in an after care program and be subject to follow-up testing. The after care program requires a minimum of six (6) random tests over the next twelve (12) months after the employee returns to work. After the first year of after care the case will be mutually reviewed. If any follow-up test is verified positive for drugs or alcohol (0.04 or higher), the driver's employment will be terminated.

The costs of evaluation, rehabilitation and return-to-duty tests are the responsibility of the driver or his/her health insurance policy. The Company will pay for follow-up tests. Furthermore, the Company does not guarantee that a driver will be re-hired after completing rehabilitation.

## **APPENDIX C 1**

### **EMPLOYEE ASSISTANCE PROGRAM**

#### **Program Objectives**

- 1.) Early identification of an employee's personal and/or family problems which may be affecting job performance.
- 2.) Provide a means by which professional assistance can be obtained.
- 3.) Give Supervisors an effective tool to aid employees in resolving personal problems that lead to job performance problems.
- 4.) Resolve employee's personal problems before they jeopardize their well being and job.

#### **Program Statement**

The Employee Assistance Program (EAP) provides confidential, professional guidance and counseling to help employees resolve personal problems



which adversely affect job performance. It is designed to provide assistance to employees and their families in handling a wide range of personal problems including alcohol and/or drug dependency or abuse. It is the company's intent that each employee has the opportunity to achieve full job potential and where personal problems interfere with this goal, the EAP can be of valuable assistance.

Employees may obtain professional assistance through the Employee Assistance Program in the following ways - self referral (including family referral), Supervisory referral, union referral or medical referral. In addition, employees should be aware that the EAP Coordinators will be available for assistance and guidance in obtaining help for a co-worker who may be having personal or job performance problems.

Through the EAP, employees receive confidential help in assessing their problems and where appropriate, referrals to outside resources such as doctors, psychologists, hospitals or clinics, the employees will be responsible for charges in excess of those covered under the company's medical plan.

Employees are strongly urged to contact the EAP Coordinators before alcohol, drug or personal problems lead to disciplinary action. Participation in the EAP will not prevent or lessen disciplinary action for poor job performance or violation of company policy. However, employees who voluntarily request assistance in dealing with alcohol and/or drug problems may participate in the EAP without jeopardizing their continued employment with the company, providing they follow the prescribed course of treatment and refrain from further involvement with alcohol and/or drugs.

This confidential Employee Assistance Program is available through the company EAP Coordinator in your district or by calling the Safety Director at 5355 Junction Road, Lockport, NY 14094.

## **APPENDIX C 1**

### Covered Employees

- 1- Those Employees Covered By The Collective Bargaining Agreement
- 2- Dispatchers
- 3- Safety Supervisor (EAP Coordinator)
- 4- General Manger
- 5- Treasurer
- 6- President
- 7- Maintenance Supervisors

## **APPENDIX C 1**

### **DRUG TESTING CUT-OFF LEVELS**

A driver or mechanical department employee cannot drive a commercial motor vehicle and will be considered to have a positive drug test for DOT purposes if the confirmatory drug levels meet or exceed the cut off levels listed under 49 CFR – Part 40.87 at the time of the test collection.

## APPENDIX C 1

### SELECTED LABORATORIES

\* Partners In Safety, Inc.

800 Route 17M

Middletown, NY 10940

\* or a mutually agreed upon laboratory

### The Company suggested tool list

1. Prybar, 16” “rolling head” acts as fulcrum and provides leverage. The pointed end is useful in many aligning applications.
2. 1/4 “ Set, Socket, Deep, 6-Point (10pcs.) (3/16” To 9/16”) STM6 Thru STM18 (10 Pcs.) (3/16” To 9/16”) On A265 Socket Rail And Clips.
3. 1/4 “ Set, Socket, Metric, Deep, 6-Point (13 Pcs.) (4mm, 5 To 15 Mm) STMM4 And STMM5 Thru STMM 15 (13 Pcs.) (4mm, 5 To 15 Mm) On A269 Socket Rail And Clips.
4. Set, Socket, Metric, Shallow, 6-Point (13 Pcs.) (4mm, 5 To 15mm) TMM4 And TMM5 Thru TMM15 (13 Pcs.) (4mm, 5 To 15 Mm) On A269 Socket Rail And Clips.
5. 1/4 “ Dr. 6 Pt. Shallow Fractional Set. 14 Tools. Includes Tm-6tm18 (3/16-9/16) Plus T936, Tmu8, Tmxk2, Tmxk4, Kra229.
6. Battery Service Kit. 4pc. Set Includes 208BCP (Angle Nose Pliers), BTC3A (Terminal Cleaner), BTC10 (Side Terminal Cleaner), YA249 (Terminal Wrench), CO410(Kit Bag).
7. 3/8” drive adaptor/extension set 6pcs. Tm1&a2a (adaptors), fu8a (univ jt ), fx1, fxk3,fxk6 (extensions) plus plastic tray.
8. 3/8” metric shallow 6pt set, includes: fsum10-fsum17 (except 11 & 16) in plastic tray.
9. 1/4” & 3/8” dr. 10 pc. Set shallow torx includes: 1/4" tle40a – tle80a plus 3/8” fle100-fle180a with a 265 socket rails & clips.
10. 3/8” dr 6pt shallow set 11 pcs. Includes; fs081-fs281 (except fs111)( 1/4-7/8), plus a269 socket rails & clips.
11. 3/8” dr set 6 pt deep 11 pcs. Includes; sfs081, sfs281 (except sfs111)(1/4-7/8) on a269 socket rails & clips.

12. 1/4" & 3/8" dr torx set 12 pcs. Includes; 1/4" dr ttx8e-ttx25e plus 3/8" dr ftx27e-ftx55e plus ftx47e gm style driver. (t27-t55) plus gm style t50) on a269 socket rails & clips.
13. 3/8" dr set 6pt metric semi-deep 12pcs. Includes: fsms8-fsms19(8mm-19mm) on a269 socket rails & clips.
14. 3/8" Dr Metric 6pt Shallow 12pcs Includes; Fsm81-Fsm191(8-19mm) On A269 Socket Rails & Clips.
15. 3/8" Dr Socket Set Metric 6pt Deep 21 Pcs. Includes: Sfsm6-Sfsm26 (6-26mm) On 2 A269 Socket Rails & Clips.
16. 3/8" Dr Impact Metric Socket Set 14pcs. 6pt Shallow. Includes; Imfm8a-Imfm19 Plus Imfm21 And Imfm24 (8-24mm) On A267 Socket Rails & Clips.
17. 3/8" Dr Impact Socket Set 14pcs 6pt Deep Metric. Includes; Simfm8a-Simfm19 (8-24mm) Plus Simfm21 And Simfm24 On A267 Socket Rails & Clips.
18. 1/2" Dr Socket Set Metric 6pt Shallow. Includes; Twm10a-Twm19 (10-19mm) On A269 Socket Rails & Clips.
19. 1/2" Dr General Service Set 6pt Shallow Sockets, Ext. & Ratchet. 17pcs. Includes; Tw121a, Tw141a, Tw161a, Tw181a, Tw201, Tw221, Tw241, Tw261, Tw281, Tw301, Tw321, Tw361, S936, Sn18a, Sxk5&Sxk, 11 In Plastic Tray.
20. Industrial Finish Standard Pliers. Max Jaw Position 5" Overall Length 9 1/4", Red Vinyl Covered Handles. Jaw Teeth Are 2 Directional.
21. Red vinyl standard finish needle nose pliers. Vinyl handles for gripping, long slim jaws. Overall length 8", jaw length 3 3/16". Rounded jaw edges.
22. 3/8" dr adaptor, length 1 1/2", ext. Sq.dr 3/8", int. Sq dr 1/2". Chrome finish.
23. Specialty brush, stainless steel scratch brush. Stainless wire bristles For use were corrosive materials are found. 7 7/8" long.
24. L shaped wrenches or allen wrenches. 15 pc set zinc plated. Aw028- aw12 (.028" – 3/8" in c154 kit bag.
25. L Shaped Wrenches Or Allen Wrenches. 11pc Metric Set. Awm2c-Awm12c (2-12mm) In A Bhk11 Metal Box.
26. Rigid carbon scraper. Black handle stright blade style, overall length 7 5/8". blade length 7/8". 1/4" square shanks are flared to form scraping edge. screwdriver type handle.

27. Ratchet, sealed head, (high strength), standard hand, 7 11/32".
28. Heavy duty flashlight, 2 d cells. Made of high impact plastic. Features; battery decks to isolate batteries from bulb. Metal reflectors with channel gasket that waterproofs the lens cap & lens. Includes spare bulbs, holder & ring hanger.
29. 3/8" Dr Extension. Chrome Finish. Friction Ball Extension. Overall Length 11". Shank Diameter 13/32".
30. Round mirror, 2 1/4" diameter. Similar to the ga294 except with a 2 1/4" diameter mirror. Closed length is 10". Extended length is 14".
31. Safety glasses. Red frame clear lens. Lightweight, easy replacement system, adj. Lens inclination & temple length. Anti. – fog coating.
32. Hi-Tension Hacksaw. Designed For 12" (300mm) Blades. Spring Tension Blade Loading Mechanism. Positions For Normal Flush Cutting Or 55 Degree For Angle Or Horizontal Cutting. Can Be Used As A Compass Saw. Includes Hsbm1224b 12" Blade.
33. Ball peen hammer. Steel pellet filled. Steel shank. Non-sparking chemical resistant molded urethane covering. 24 oz. Weight. Overall length 12 3/4".
34. 3 Pc Pliers/Cutter Set. Includes 47acp Pliers. 96bcp Needle Nose Pliers, 87 Bcpdiagonal Cutters In A Plastic Tray. Quality Forged Steel. Differential Heat Treatment Produces Strength. & Toughness.
35. Punch & Chisel Set. 11pc. Ppc1a, Ppc4a, Ppc103a, Ppc105a, Ppc106a, Ppc203a, Ppc205a, Ppc206a, Ppc812a, Ppc816a, Ppc820a In Plastic Tray. Machined To Modify Parabolic Curve To Control Mushrooming To Reduce Chipping And Splitting, Made Of Tough Steel Alloy.
36. Magnetic telescopic pick up tool. This 5 7/8" extends to 25 9/16". Magnet lifts 1 1/2" lbs. Includes pocket clip.
37. Electrical wire stripper/cutter/crimper/bolt cutter. Overall length 7 1/2". Strips awg sizes 12, 14, 16. Metric 10-22 insulated and non-insulated 7-8MM ignition terminals. Cuts bolt sizes 4-40, 6-32, 8-32, 10-32, 10-24.
38. Double End Flare Nut Wrenches Metric 6pt 6pc Set. Includes; Rxfms911b-Rxfms1921b(9-21mm) In A Plastic Tray.
39. Double End Flare Nut Wrenches 6pt 5pc Set, Includes; Rxfs810b, Rxfs1214b, Rxfs1618b, Rxfs2022b, Rxfs2426b. (1/4" – 13/16") In A Plastic Tray.
40. Ratcheting box wrench set latch on, 0 degree offset.

41. Ratchet round head multi-positioning 12 1/2".
42. 3/8" special purpose sockets. Spark plug socket size 5/8" ext. Hex 7/8" overall length 2 3/4" standard length chrome finish. Rubber inserts 9705a2.
43. 3/8" dr. Spark plug socket. Size 5/8" ext. Hex 11/16" overall length 2-27-32". Standard length chrome finish.
44. Short tool for upper radiator hoses, 8 11/16" long.
45. Miniature awls, hooks and picks / soft grip. Includes 4 pcs. Sg3ash, sg3asa, sg3ash45, sg3ash90. Use for scribing, alignment, o-ring removal, piercing holes and cleaning nooks and crannies. Soft grip handles will resist most shop solvents. In plastic pouch.
46. Soft grip ratcheting screwdriver set. Includes; sgd mrc4 ratcheting handles, sgd mrc4-40 & sgd mrc4-80 magnetic shank/bit holder, sdm211b 3/16" flat tip bit, sdm212a 9/32" flat tip bit, sdm2211rb #1 phillips bit, sdm2221rb # 2 phillips bit, sdmt15d t15 torx bit, pb146 case.
47. Soft grip handle combination 8 pc set. Includes; sgd1-sgd8 flat tips drivers, plus sgdp22, sgdp311r, sgdp421r phillips drivers in plastic tray. Soft solvent resistant handle.
48. Flank drive combination wrenches 12 pt 7 pc set standard length. Includes soex12-soex24(3/8" – 3/4") in plastic tray. Flank drive plus gives you more gripping power.
49. 12 Pt 10pc Flank Drive Plus Combination Wrench Set Standard Length. Includes; Soexm10-Soexm19 (10-19mm) In Plastic Tray. Tough Durable Nickel Chrome Finish.
50. 5 pc snap ring pliers set. Vinyl coated handles for comfort. Set includes; Srpc3800, Srpc4700, Srpc7000, Srpc3890, Srpc7090 in Plastic Tray.
51. 1/4" dr extension chrome finish. Overall length 14" shank diameter 5/16". Knurling at the drive end provides for easy fingertip turning.
52. 1/4" dr extension chrome finish. Overall length 6" shank diameter 5/16", knurling at the drive end provides for easy fingertip turning.
53. Pliers, vice-grip, locking, curve jaw w/wire cutter, 1 7/8" capacity.
54. Measuring tape. 12" length. Blade 3/4" wide. Features tape locking device and belt clip. Rubber bumper and reinforced blade tip.

55. Double bank, roll, cab, 13 drawers.