

**COLLECTIVE BARGAINING AGREEMENT**

**OCEAN STATE TRANSIT  
EAST PROVIDENCE, RHODE ISLAND  
AND  
TEAMSTERS LOCAL UNION NO. 251  
EAST PROVIDENCE, RHODE ISLAND  
Drivers, Monitors, and Aides**

**May 1, 2020**

**To**

**June 30, 2025**

## **AGREEMENT CLAUSE**

This Agreement made and entered into this 1st day of May, 2020 between Ocean State Transit, S.T.A. (hereinafter referred to as the "Company") and TEAMSTERS LOCAL UNION NO. 251 (hereinafter referred to as the "Union"). Note: All economic terms and benefits will go into effect on the first day of school in August or September 2020, or later, as specified. If any economic term appears to go into effect earlier than August or September 2020, it shall be deemed to be the first day of school in August or September, 2020

## **WITNESS CLAUSE**

WHEREAS, this Agreement is entered into for the purposes of providing for mutual understanding between the parties with respect to wages, hours, benefits and working conditions of employees in the Company; and

WHEREAS, the National Labor Relations Board has certified the Union as the sole and exclusive bargaining agent for all School Bus Drivers, Monitors, and Aides located at any and all of the East Providence facilities where School Bus Drivers, Monitors, and Aides are employed, stationed, or perform work for the company.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained therein, the Company and the Union agree as follows:

## **ARTICLE I** **INTENT AND PURPOSE**

1.1 It is the intent and purpose of this Agreement to set forth the mutual agreement of the parties as to wages, hours, benefits and other conditions of employment, and to this end all matters relative thereto are specifically agreed to herein, and when duly signed by the authorized representatives of the Company and the Union shall be conclusive, and any dispute arising between the parties shall be limited to the terms of this Agreement.

1.2 Whenever the term "he" is used throughout this Agreement, it shall be construed and interpreted as pertaining to either gender, male or female.

1.3 The parties hereto are entering 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 II** **MANAGEMENT RIGHTS**

2.1 The Company retains the right to manage the operations of the Company and direct the working forces; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations; determine the type and amount of equipment to be used and the assignment of work; discipline, suspend or discharge employees for just cause; layoff for lack of work; determine the number of shifts, the number of days in the work week, the hours of work and the

number of persons to be actively employed by the Company at any time; post and require employees to observe reasonable rules and regulations; determine the methods and schedules of all services; set standards of professional conduct, productivity and performance; permit employees from other Company facilities, supervisory and/or temporary employees to perform bargaining unit work when reasonably needed and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed. These enumerated rights of management are not all inclusive. The Union recognizes the right and responsibility of the Company to manage its facility and to direct its working forces. All rights of the Company, which have not been specifically abridged or modified by this Agreement are retained by the Company. The Company agrees to notify the Union by fax or registered mail prior to the implementation of changes in rules and regulations.

### **ARTICLE III** **RECOGNITION AND UNION MEMBERSHIP**

3.1 The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work and other conditions of employment for that unit of the Company's Employees certified May 17, 2019, by the National Labor Relations Board in 1 - RC-239801, such unit shall specifically include all full-time and regular part-time School Bus Drivers, Monitors, and Aides, (certified by the National Labor Relations Board on December 31, 2019) in 1-RC-252193) employed by the Company at its facility located on 97 Commercial Way, East Providence, and 99 Wampanoag Trail, Riverside, Rhode Island, but excluding Van Drivers, Van Aides, Office Clerical Employees, Professional Employees, Mechanics, Managerial Employees, and Guards and Supervisors as defined in the Act.

3.2 All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in Good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is later.

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

3.4 Check Off – Dues and/or Initiation Fees  
The Company agrees to deduct Union dues (weekly) from the wages of each employee who has authorized the Company to make such deduction in writing in a form satisfactory to the Company and the Union. In cases of new employees, upon direction from the union, and with authorization from the employee, the Company shall deduct the required Initiation Fee from the wages of each employee, each week until such obligation is fulfilled. The amounts so deducted shall be remitted to the Union on or before the last business day of the month for which the deductions were made. Payments to the Union of the dues and/or initiation fees of an employee who is not entitled to sufficient wages to cover these obligations with respect to such payroll period shall be the employee's responsibility.

It is understood and agreed that the Union will defend and indemnify and hold the Company harmless from any and all claims which may be made against it by the Company's compliance with this provision of the Agreement.

D.R.I.V.E Deductions - The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

DRIVE Accounting Department  
Int'l Brotherhood of Teamsters  
25 Louisiana Avenue, NW  
Washington DC 20001

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

Credit Union - The Employer agrees to deduct certain specified amounts each week from the wages of these employees who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the NEW ENGLAND TEAMSTERS FEDERAL CREDIT UNION once each month: The Employer shall not make deductions, and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deduction or for those weeks during which the employee has no earnings.

3.5 The company recognizes the right of the Union to designate one (1) chief shop steward, one (1) shop steward, and three (3) alternate stewards from the Company's seniority list. At least one shop steward and one alternate shall be stationed at Commercial way and at least one alternate shall be stationed at Wampanoag Trail. The authority of the shop steward 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 his/her Company or the designated Company representative in accordance with the provisions of collective bargaining agreement. A Steward shall first be required to fulfill all of the obligations of his/her assigned classification and may not miss assigned runs to perform a Steward function without the permission of his/her Supervisor. If a Steward is allowed time to process a grievance during which time he/she would normally be performing his/her regular work, he/she shall be paid only for that portion of the work not performed because of his/her having been allowed to perform this activity. Similarly, an employee required to participate in a grievance meeting, whether as a party or witness, shall be paid only for that portion of his/her work not performed because of his/her required participation.

b. The collection of dues when authorized by appropriate Local Union official

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 not been reduced to writing, or

2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or refusals to handle goods.

Shop Stewards have no authority to take strike action, cause a slowdown or any other action interrupting the Company's business, except as authorized by official action of the Union. The Steward shall be the last employee to be laid off and the first to be rehired.

The Company recognizes these limitations upon the authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts specifically disclaimed by the Union in writing and submitted to the Company within twenty-four (24) hours of the unauthorized act. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of the Agreement. The Union reserves the right to remove the Shop Steward at anytime, for the good of the Union.

d. Stewards shall be permitted to investigate, present, and process grievances of the Company without the loss of pay where such time does not interfere with the regular work.

The Company agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Company by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Company's operation due to lack of available employees.

#### **ARTICLE IV** **HOURS OF WORK**

4.1 The Company shall establish routes, charters, and time periods and the division of work may be varied from time to time as demand may require. Employees who work in excess of forty (40) hours in any one (1) week shall be paid at the rate of one- and one-half times (1.5) the rate that brought them into overtime.

4.2 Designation of Shift - A driver shall start a shift at the time designated by the Company and the shift shall end when the driver returns the bus to the terminal.

4.3 Drivers, Monitors, and Aides shall receive a two (2) hour minimum pay guarantee for a.m. and a two (2) hour guarantee for p.m. home to school runs. Kindergarten and other mid-day routes shall receive a one (1) hour minimum. Early dismissal High School routes will be guaranteed one (1) hour. Shuttles shall receive a one (1) hour guarantee. If a driver is called in to cover for any reason, they will receive a two (2.0) hour guarantee or time worked, whichever is greater. All other duties shall be paid for time worked.

**ARTICLE V**  
**WAGES**

5.1 Wages – See Schedule “A”

**ARTICLE VI**  
**GROUP INSURANCE**

6.1 All bargaining unit members will be permitted to enroll in and participate in the company’s group insurance plans under the terms and conditions of the plans, which may change from time to time as set forth by the governing body of the plan.

6.2 Dental and Vision Insurance:

January 1, 2021: 50% Employer/50% Employee contribution after ninety (90) days

75% Employer/25% Employee contribution for 4+ Years of Service

January 1, 2022: 95% Employer/5% Employee contribution for 7+ Years of Service

January 1, 2023: 95% Employer/5% Employee contribution for 7+ Years of Service

January 1, 2024: 95% Employer/5% Employee contribution for 7+ Years of Service

January 1, 2025: 95% Employer/5% Employee contribution for 7+ Years of Service

6.3 The Company will supply \$15,000 worth of life insurance for bargaining unit members; however, the bargaining unit member must enroll in the plan in order to qualify for benefits.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

7.1 Any employee desiring a leave of absence from employment shall, in advance, secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for an extended leave of absence must be secured in writing from the Employer before the end of the current leave or extension. An employee who engages in gainful employment during a leave of absence shall lose all seniority rights under this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. This Section is not intended to supersede any applicable lights available under the rules and regulations of the Family Medical Leave.

7.2 Holding Assignments: An employee on leave of absence for less than ninety (90) working days shall be allowed to resume his or her fixed route assignment upon return, as long as the route still exists, and the route shall be filled by assignment by the Employer during such absence. The route of an employee on leave for more than ninety (90) working days who does not have a definite return to work date from a medical professional, shall be assigned as provided in Article 19 of this agreement, and upon return the employee shall be assigned to any route which is available or as a Stand-By Driver.

7.3. Light Duty: The company may, in its sole discretion, provide light duty such as, but not limited to, office work, monitor duties, cleaning duties ETC to any driver with a reasonable accommodation that cannot perform regular driving work due to a temporary medical condition. The company shall have the sole discretion in determining the number of employees on light duty at any given time. Under no circumstances, light duty or otherwise, shall a bargaining unit employee performing office work or any other work under any other circumstance, handle or view the personnel files of a co-worker. The company will not discriminate in providing an opportunity for light duty where it determines light duty is appropriate.

## **ARTICLE VIII** **DISCIPLINE AND DISCHARGE**

8.1 The Employer shall not discipline, discharge or suspend any employee without just cause. In any case of discipline, suspension, or discharge, the Company shall promptly notify the employee and the Union in writing of the discipline, suspension, or discharge and the reason therefore.

8.2 The company shall not discharge an employee unless the employee has been given a warning notice for the same or a similar offense within the past six (6) months.

8.3 If an employee fails to report to work and fails to notify the Employer for three (3) consecutive working days, the employee shall be deemed to have abandoned his job and, at the option of the Employer, may be terminated or placed at the bottom of the seniority list as a new hire when and if the employee returns to work, except where absences occur from extenuating circumstances.

8.4 If the Company is required to remove an employee from a route at the School District's request, the Company will make every effort as soon as possible to first place the employee in substantially equivalent work within the bargaining unit serviced by the Local Union or, failing that, at another of the Company's locations for which the employee is qualified, in the geographic area of the Local Union or in another mutually agreeable location. The Company agrees to discuss the matter with the School District as soon as practical to attempt to adjust or resolve the issue and will seek permission of the client to invite the Union to participate in such discussions. If the School District maintains its position on the removal of the employee, the Company will meet with the Union to discuss the status of the employee. The Union will be given a copy of the directive requiring the removal of the employee where appropriate. If the directive is not in writing, the Company will request the School District provide a written directive setting forth the reason for the removal. If the School District does not provide a directive requiring removal of an employee in writing, the Company will, in writing, provide the Union and the employee with a description of the directive. The Company shall not initiate or instigate employee removal or customer complaints with the district. The Company shall provide training to the employee in any area of deficiency articulated by the School District in order to assist the employee in correcting any actual or perceived performance problems.

**ARTICLE IX**  
**SENIORITY**

9.1 An employee's seniority shall commence with the employee's first day of independent work (not including training) or date of transfer into the bargaining unit covered by this Agreement. Seniority for employees governed by this Agreement shall be defined as the period of continuous employment with the Company in the work covered by this Agreement. It shall be deemed to include any seniority presently held by an employee through agreement between the Company and the Union prior to this Agreement. For employees hired after the commencement of this Agreement and beginning work on the same day, their respective seniority positions will be determined by alphabetical order.

9.1(a) There shall be three classes of seniority. They shall be defined as:

1) Full time yard seniority – The amount of time an Employee has driving a regular HTS route at the East Providence Location.

2) Casual yard seniority – Casual Employees without an assigned HTS that do not work regular shifts or regular hours.

3) Company seniority – Length of employed service with Ocean State Transit in any capacity.

9.2 Employees, in the order of full time yard seniority, shall have preference:

(1) in selection of assignments from the full time working schedule, provided that employee is available at the time of the work assignment and qualified to perform the work required.

(2) in filling of vacancies and job opportunities in the full time working schedule

(3) to work opportunities in the event of layoff for lack of work

(4) in recall to work after layoff

Employees, in the order of casual yard seniority, shall have preference:

(1) in the selection of assignments from the casual work that is available.

Company Seniority shall be used to determine pay grade and receipt of benefits.

9.3 An employee shall lose all seniority rights for the following reasons:

(1) discharge for just cause

(2) voluntary quit

(3) failure to respond to a notice of recall for seven (7) consecutive days after receiving notice at employee's last known address appearing in Employer's records

(4) failure to report to work as defined in Section 8.2

(5) layoff for twelve (12) consecutive months

(6) promotion out of the bargaining unit for more than thirty (30) days this provision may be waived by mutual written agreement between the Company



and the Union.

(7) loss of school bus or motor vehicle driving privileges providing that loss of such privilege is due to temporary medical condition, or circumstance that is overturned through the grievance procedure, shall not result in loss of seniority

9.4 Seniority List: A seniority list of the employees at the commencement of this Agreement will be attached. Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy shall be furnished to the Union. Claims for corrections to such seniority list must be made to the Company and the Union within thirty (30) days after the allegedly inaccurate posting is initially made; after such time the seniority list will be regarded as correct.

9.5 Probationary Period: All new employees shall be hired for a trial period of thirty (30) school days. The employer within the trial period may dismiss a probationary employee without warning and without recourse to the grievance or arbitration provision of this Agreement. Such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Company. In case of discipline within the thirty (30) school days, the Employer shall notify the Local Union in writing. The probationary period may be extended by thirty (30) school days provided written notice of such extension is provided to the Union. Upon successful completion of thirty (30) school days such employee shall enjoy all rights, privileges and benefits including but in no way limited to: paid holidays, paid snow days, medical benefits, seniority status from the date of last hiring as a regular school bus driver as well as any other paid or unpaid time off provided for in this agreement After completion of the thirty

(30) day probationary period, employees shall be placed on the seniority list as a regular employee in accordance with his or her first working day.

## ARTICLE X LAYOFF AND RECALL

10.1 In all cases within the bargaining unit for purposes of transfer, layoff and recall, preference shall be given to employees older in service and in order of their seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required.

10.2 In the event of layoff, the most junior employee shall be the first laid off and rehiring shall be in order of seniority.

10.3 In the event of a recall of an employee laid off, the laid off employee shall be given notice at least the night before of recall by telephone, verified by the Union, telegram, or personal contact, to the address last given the Company by the employee. Where work develops during the day, the Company shall, in the order of seniority of the laid of person, make such work available by telephone, verified by the Union, or telegram or personally contacting the employee at his/her home or such place as he/she shall have designated with the dispatcher as the place of contact. An employee recalled by the

above procedure must notify the Company as soon as possible in advance of the specified time for his/her report of his/her intention to report. In the event the employee fails to comply with the above provisions, he/she shall have no claim for work opportunity lost.

10.4 Bumping: If any run/route (kindergarten or home to school) is eliminated for any reason, the affected employee can bump the most junior affected employee in the affected current tier.

## **ARTICLE XI** **NO STRIKE OR LOCKOUT**

11.1 There shall be no strike (sympathetic or otherwise), walkout, slowdown, or work stoppage of any nature by the Local Union or its members during the term of this Agreement providing, however, that any employee's exercise of rights set forth in Article XX1 Picket Lines in this Agreement shall not be a violation of this Article XI

11.2 The Company agrees that, so long as this Agreement is in effect, there will be no lockout on the part of the Company.

11.3 It being understood and agreed that any strike, walkout, slowdown, or work stoppage not authorized by the Union, or the Local Union not aided, encouraged, and abetted by the Union or Local Union shall be deemed for all purposes an unauthorized strike, walkout, slowdown, or work stoppage for which there shall be no liability on the part of the Union, Local Union, or its officers.

## **ARTICLE XII** **DISPOSITION OF GRIEVANCES**

If any disagreement arises over the application or interpretation of this Agreement, the employees, the Union and the Employer agree that the procedure outlined below shall be the exclusive remedy for such disputes:

STEP ONE: Verbal Notification: Within five (5) days of the occurrence of the event giving rise to the grievance, or within five (5) days of the time the aggrieved employee becomes aware of the event giving rise to the grievance, the employee, with the assistance of a shop steward, may take up the matter verbally with the Contract Manager or their designee. The parties shall have three (3) business days to investigate the matter at step one, and attempt to resolve the grievance.

STEP TWO: Written Filing: If the matter remains unresolved at step one, the grievant has the option to drop the matter, or file the grievance in writing. Such filing must include the grievant name, the date of written filing, a brief description of the grievance including the specific Article or section of the collective bargaining agreement which is in dispute, to the Contract Manager. The grievant shall file this written notice no later than five (5) business days after the disposition of step one. The parties shall meet and endeavor to resolve the grievance within five (5) business days from the date of written filing. The Contract Manager shall respond in writing to the grievant within two (2) business days of the step two hearing, or the matter shall automatically move to step three.

STEP THREE: Final Written Filing: If the grievance remains unresolved at step two, then the Union shall have the option of dropping the matter, or may elect to submit the grievance in writing, to the Vice President of School Bus Operations, or their designee, within ten (10) business days from the completion of step two. The Vice President shall schedule a meeting with the Union and the grievant at a mutually agreed time and location, no later than fifteen (15) business days from the receipt of the step three written filing, and both parties shall attempt to resolve the matter. This time limit may be extended by mutual agreement of the parties if necessary, due to scheduling conflicts as they may arise.

STEP FOUR: If the Employer and the Union fail to settle the grievance at step three, then either party may, upon written notice to the other within ten (10) days of the step three hearing, notify the other of the intent to submit the issue to arbitration. The issue will be referred by either party to the Tri-State Arbitration to designate an arbitrator in accordance with their rules, and whose decision in the matter, made in accordance with applicable State and Federal laws, shall be final and binding on the parties.

The fees and expenses of the arbitrator shall be borne equally by the Company and the Union, but all other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them.

The decision of the Arbitrator shall be final and binding upon both parties and any award made shall be put into effect promptly, but in no event later than thirty (30) days following the date of the award.

No grievance shall be presented here under which occurred prior to the effective date of this agreement.

The Union agrees that it will cooperate in requiring the foregoing procedure on the negotiation of any grievance and it will discourage the making of complaints on petty matters.

Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between representatives of the company and the Union.

Grievants Bill of Rights - All employees who file grievances under this Agreement are entitled to have their cases decided fairly and promptly. In order to satisfy these objectives and promote confidence in the integrity of the grievance procedures, all employees who file grievances are entitled to the following rights:

- (a) Grievants and stewards shall be informed by their Local Union of the time and place of the hearing.
- (b) Grievants and stewards shall be permitted to attend, at their own expense, the hearing in cases in which they are involved.
- (c) The Company shall provide any information relevant to a grievance containing specific factual allegations within fifteen (15) days of the receipt of a written

request by the Local Union. The Local Union or grievant shall provide any information relevant to such a grievance within fifteen (15) days of receipt of a written request by the Company.

(d) Unless mutually agreed by the Local Union and the Company, Local Unions shall file all approved grievances with the appropriate grievance committee or association for decision no later than thirty (30) days after the date the Local Union receives the grievance.

(e) It is understood and agreed that the Union will defend and indemnify and hold the Company harmless from any and all claims which may be made against it arising out of this provision of the Agreement.

### **ARTICLE XIII** **UNION RIGHTS**

13.1 The Company agrees that no member of the Union shall be restrained, coerced, or discriminated against, in any manner, because of his membership in and for activities on behalf of the union or its constituent Local Unions.

13.2 Authorized agents of the Union shall have access to the Company's establishment during office hours and be granted the right to visit the location in matters pertaining to complaints and/or grievances arising out of questions concerning the application or interpretation of this Agreement. It is understood that at no time will such a visit interfere with normal operation of the Company. The representative must report his presence to the Terminal Manager or his designee.

13.3 The Company shall provide a suitable locking bulletin board in a conspicuous place for posting of information of interest to the members of the Union.

13.4 No employee shall be required to drive, or operate or work any vehicle that is not equipped with all safety appliances prescribed by law. The employee shall report all defects of equipment to the Company on such forms or in such manner as the Company may require.

13.5 Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws, and shall be compensated for fines and time lost if summoned to court, etc., because of the same.

### **ARTICLE XIV** **COMPLETE AGREEMENT AND EXTRA CONTRACT AGREEMENT**

14.1 This Agreement contains the complete understanding between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by mutual written consent of the parties hereto.

14.2 The Company agrees not to enter into any Agreement or Contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such Agreement shall be null and void.

**ARTICLE XV**  
**FAIR EMPLOYMENT PRACTICES AND EQUAL OPPORTUNITIES**

15.1 The Company and the Union will comply with all Federal and State Laws prohibiting discrimination in employment because of race, color, religion, national origin, age, sex, or non job related handicap, disability, or any other lawfully protected class. The company and the union both agree to follow all federal, state and municipal laws and ordinances in regards to health and safety including, but not limited to smoking and second hand smoke.

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

**ARTICLE XVI**  
**PAYROLL**

16.1 Friday of the following week, except on holidays, in which case payday may be the next business day. Each employee shall be provided with a statement of total hours, gross earnings, and an itemized statement of deductions made for any purpose each week. Each employee must sign their pay sheet for all hours worked and submit it by Monday at 11:00 AM of each pay week, short weeks permitting. Employees must be informed of any changes to their pay sheets once sheets have been signed.

16.2 Pay Checks: Any payroll discrepancy of \$50.00 or more, not due to the fault of the employee and promptly brought to the attention of management, will be corrected within twenty-four (24) hours by issuing a live check. Payroll discrepancy of less than \$50.00 will be corrected in the following week's paycheck.

**ARTICLE XVII**  
**MISCELLANEOUS**

17.1 **Military Leave**- Employees enlisting or entering the military of the United States, pursuant to the provisions of USERRA shall be granted all rights and privileges provided by the Act.

17.2 **Loss or Damage** - Employees shall not be charged for loss or damage unless proof of negligence is shown.

17.3 **Court Appearance** - When an employee is required in any court for purpose of testifying, because of any accident or Company need the employee may have been involved in, in the course of employment, such employee shall be reimbursed in full for lost time.

17.4 **Jury Duty** – Any employee who is called for jury duty shall promptly advise the Employer of the time when they are required to be at court, and thereafter shall promptly advise the Employer of any changes in the jury requirement. Employees shall be paid by the Employer their regular wages for the first five days, or part thereof, of actual jury

service. Employees shall promptly notify the Employer whenever they are released from jury service. An employee on jury duty will not be discriminated against in terms of loss of position, wage increase, promotions, longevity benefits, or any other employment.

17.5 **Injury on the job** - When an employee is injured on the job the employee shall be reimbursed in full by the Company for all earning opportunities lost for the day of the injury.

17.6 **Bargaining unit work**. The Employer and the Union recognize the importance of preserving jobs of employees covered by this Agreement, and also recognize the importance of providing timely and uninterrupted transportation for students in accordance with the Employer's contracts with school districts and other customers. The Employer has used supervisors, employees from outside the bargaining unit, and temporary help to provide such services in the past, and it may continue to do so in the future as long as no bargaining unit employee is laid off or denied work as a result. The Employer shall not unreasonably remove an employee from an assigned route. The Employer has no plans or intentions to subcontract the work of bargaining unit employees to another company and agrees that it will not enter into any such agreement that would result in the layoff of bargaining unit employees without the Union consent.

17.7 **Safety**. A dispute as to whether the vehicle is unsafe shall be referred to the Head Mechanic for final determination. Under no circumstance will a driver be required to drive a bus without the maintenance department's signed and written determination that the vehicle is safe. Whenever a spare vehicle which meets the client's route requirements is available at the terminal in question, the driver will be permitted to drive such spare vehicle until the dispute is resolved. However, if a driver is involved in repeated disputes of this nature, the Union will meet with the driver to determine the legitimacy of the problem.

17.8 The Company shall make best efforts to keep all radios in working order.

17.9 The Accident Review Committee will be comprised of equal number of Union Employees (who shall be Ocean State Transit, S.T.A. employees only) and management personnel. All accidents shall be reviewed by the Board. The following guidelines will control the Accident Review Board (ARB):

a. Drivers eligible to serve on the ARB must be employed at Ocean State Transit, S.T.A. for a minimum of one (1) year and be accident free for past one (1) year. If a member of the ARB is involved in an accident, they will be replaced or removed from the committee.

b. Within thirty (30) days of a request, the Company will provide the Union Steward with a list of drivers who are eligible to serve on the ARB.

c. Drivers meeting the eligible criteria may attend an information session given by the Safety Department of the Company to discuss guidelines and procedures of accident review. In order to serve on the Committee, attendance at the information session is required. Those who complete the session will be part of the ARB at the Business Agent's discretion. There will be no more than three (3) union members on the Committee.

d. The Business Agent and Location Manager will handle any discrepancies regarding the list of eligible drivers only.

e. Any drivers who serve on the ARB will receive a minimum of one (1) hour at the normal driving rate.

f. Accident reviews will be held each month unless there are no accidents. Any member of the ARB who is not present will be replaced by another driver from the eligibility list so long as there is another driver available. If a member misses more than two (2) meetings, they will be removed from the Board.

g. The Safety Director and the Business Agent will discuss any accident returned with a 50/50 decision. If no agreement can be reached or in the event of an impasse, the matter shall be resolved by the Vice President of Human Resources and Risk Management and the Business Agent or their authorized designees.

h. All appeal rights remain.

i. Retraining following an accident will occur as soon as possible. At fault accidents will result in a suspension which will occur within a reasonable time period after the Accident Review Committee determines the chargeability of the accident.

17.10 **Snow Days:** Snow Days: Employees regularly assigned to AM and PM HTS routes five (5) days per week shall receive three (3) paid snow day per contract year at the employees' regular daily rate. Payment shall occur only if school is actually canceled and the employee has lost a work opportunity for that reason alone. Unused snow days shall be paid out in the employees final check in June.

17.11 **Personal Days:** Employees will be entitled to:

One (1) unpaid personal day in the year beginning September 1, 2020

One (1) unpaid personal day in the year beginning September 1, 2021

for a total of two (2) unpaid personal days for the remaining years of the contract. The use of these personal days will not subject any employee to losing any attendance bonus or any other discipline.

17.12 **Holiday Party:** The Employer will provide ten dollars (\$10.00) per employee to cover either the Holiday Party or and "end of the year" party.

17.13 **Holiday Turkey:** The Employer shall give each Employee a turkey prior to Thanksgiving.

17.14 **Sick Time:** The Company Policy, based on Rhode Island's Sick Leave Law, is attached.

## **ARTICLE XVIII** **SEPARABILITY**

18.1 If any provisions of this Agreement shall be held invalid or in conflict with any Federal or State Law, the remainder of the Agreement shall not be affected thereby.

**ARTICLE XIX**  
**ASSIGNMENT OF WORK**  
**CHARTER WORK**

19.1 Assignment of work: All home to school routes will continue each new school year with the previous year's driver being assigned the previous year's route. Any open or new routes shall be displayed to view at the startup meeting. Any drivers, monitors, and aides wishing to bid on open or new routes must notify the shop Steward of their desire to bid. The bid will take place under the Stewards direction directly after the startup meeting and will continue until all routes are claimed.

19.2 Bidding off routes: Bargaining Unit members shall have the opportunity to bid off their routes once in August and once during the school year.

19.3 The weekly work charter wheel shall be awarded by a steward or alternate via a rotating seniority list. The work will be posted every Monday morning at the Commercial way and Wampanoag trail facility and shall be awarded every Tuesday @ 5pm.

Drivers, monitors, and aides that are interested in extra work for the following week will choose their assignments from what is available and the work shall be awarded immediately.

Drivers, monitors, and aides that cannot attend the award due to being on work assignment or a bona fide emergency situation may leave a message with work preference with the Shop Steward or Alternate Steward, or will make themselves available to be called. If a driver that wishes to be called does not answer after being called 3 consecutive times, they will be skipped.

Drivers, monitors, and aides cannot choose work which interferes with their HTS routes or other bid work such as, but not limited to, fueling, K- runs, yard work, driver trainer etc...

Drivers, monitors, and aides will be given three give back opportunities before being suspended from weekly bidding for the year. (Emergency situations shall be considered and potentially waived by the Stewards)

19.4 Quick Bid: Any work which comes in and must be assigned within 24 hours shall be considered a "Quick Bid". This wheel shall run by rotating seniority. Quick bid work shall be awarded at 9:30am and 1:30pm daily. Interested drivers, monitors, and aides need only sign up and the work shall be assigned via phone call by seniority.

Drivers, monitors, and aides that cannot attend the award due to being on work assignment or a bona fide emergency situation may leave a message with work preference with the Shop Steward or Alternate Steward or will make themselves available to be called. If a driver that wishes to be called does not answer after being called 3 consecutive times, they will be skipped.

Drivers, monitors, and aides cannot choose work which interferes with their HTS routes or other bid work such as, but not limited to, fueling, K- runs, yard work, driver trainer etc...



19.5 Records Kept: The company shall provide a locking 4 drawer file cabinet with the shop steward and alternate being the sole key holders. The purpose of this cabinet shall be for keeping records of each daily bid.

19.6 K-Runs & Weekend Routes: K-runs and weekend routes shall remain with the driver even when a route change is made, as long as the K-run or weekend assignment does not interfere with the newly bided route.

19.7 Emergency Wheel: On nights, weekends and give backs, employees will sign up to be on an emergency wheel. In the event that work needs to be covered in less than a half-hour the company will draw from the emergency list. The company will call up to the next five (5) people on the list in order of seniority. In consideration of the situation being deemed an “emergency”, the drivers, monitors, and aides MUST answer the call. Failure to answer the call shall be considered an emergency call refusal. No messages or callback time will be left or given. After 5 refusals the company may assign a driver to the task in order to ensure the work is completed in a timely manner.

Once the work is successfully assigned, the location manager or their designee shall contact the steward immediately to inform them of who was called and who was ultimately assigned the trip.

## **ARTICLE XX** **NOTICE TO POTENTIAL BIDDERS**

20.1 The Union and the Company both recognize the importance of having potential bidders for the School District school bus contracts affecting the bargaining unit to be made aware of the existence and terms of this Agreement, and each of them agrees to use its best efforts to see that this information is made available to potential bidders whenever such a contract is put out to bid.

## **ARTICLE XXI** **PICKET LINES**

21.1 Recognizing the special obligation of the company and its employees to render service to the public, the union and the company agree that the presence-of a picket or of a picket line on or adjacent to the premises of any customer or potential customer of the company shall not remove the obligation of the employees to render service in the normal routine of company operations. It is further agreed, however, that employees are not required to cross a picket line if in the employee’s best judgment it appears to the employee that such entry may result in physical violence or injury. Failure to gain entry to the customer’s premises under the circumstance described above shall not, in and of itself, be deemed a violation of the terms of this Agreement, nor shall it result in discipline to the employee involved.

**ARTICLE XXII**  
**HOLIDAYS**

22.1 All eligible employees shall receive the following paid holidays: Martin Luther King Day, Memorial Day, Columbus Day, and Thanksgiving Day. Employees with ten (10) or more years receive one (1) floating holiday.

22.2 All employees must work the scheduled day before and the scheduled day after to be paid for the holiday. School bus routes are considered to be holiday hours only.

**ARTICLE XXIII**  
**BEREAVEMENT**

23.1 An excused paid absence of up to 3 days for missed regularly scheduled work time will be granted for purposes of arranging, attending and resolving personal problems with regard to a death in the employee's immediate family. Immediate family is defined as mother, father, mother-in-law, father-in-law, sister, brother, son, daughter, grandchild, grandparents, step-father, step-mother, step-children or spouse. Funeral leave ends the day of the funeral. However, consideration may be given in cases where significant travel is involved, but any additional time granted will be considered unpaid personal time.

**ARTICLE XXIV**  
**ATTENDANCE POLICY**

24.1 The attendance policy is incorporated into this agreement and included as Appendix A.

**ARTICLE XXV**  
**401K PARTICIPATION**

26.1 The company shall make a matching contribution to the company's 401(k) plan of up to the following amounts:

January 1, 2021: \$200.00  
January 1, 2022: \$250.00  
January 1, 2023: \$350.00  
January 1, 2024: \$400.00  
January 1, 2025: \$450.00

for every employee that chooses to participate in the company 401(k). Employees must work over 700 hours in the previous school year in order to be eligible for the company match.

**ARTICLE XXVI**  
**EARNED PAID DAYS**

27.1 For each calendar month of driving during the school year, during which a driver achieves perfect attendance, shall receive one quarter (.25) of daily route pay. In addition, for each calendar month of driving during the school year that is accident free, one quarter (.25) of daily route pay will be earned. All earned paid days will be paid monthly. Use of earned sick days as

well as vacation or personal days shall not be counted against Drivers when it comes to perfect attendance.

27.2 For each calendar month during the school year, during which a monitor or aide achieves perfect attendance, shall receive one quarter (.25) of daily route pay. All earned paid days will be paid monthly. Use of earned sick days as well as vacation or personal days shall not be counted against monitor or aide when it comes to perfect attendance.

## **ARTICLE XXVII** **WHITE CARDS**

28.1 All drivers hired after the effective date of this Agreement shall be required to obtain their RI “white card” within six (6) months of hire. The Employer agrees to reimburse the driver for the cost of the “white card” and the subsequent re-certification costs thereafter and any fees related to the required BCI check to operate a school bus. The company shall pay drivers for all training at the CCRI facility.

## **ARTICLE XXVIII** **ROUTE DOUBLING**

29.1 The Company and the Union agree that when a driver is assigned the route of another driver, monitor or aide for any reason will begin to accumulate extra hours on the following schedule:

A driver, monitor or aide that covers the entire route of another driver, monitor or aide will receive one and one-half (1 ½) hours pay at their rate of pay.

A driver, monitor or aide that covers an AM or PM portion of another driver, monitor or aide shall receive:

.5 hours – 1st time in a 30-day period

.5 hours – 2nd time in a 30-day period

1 hour – 3rd time in a 30-day period

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

## **ARTICLE XXIX** **INDEMNITY**

Employees shall not be charged for loss or damage unless clear proof of willful negligence is shown. This article is not to be construed as permitting charges for loss or damage under any other circumstances. When an employee is required by the company to appear in any court for the purpose of testifying because of any accident or conduct he may have been involved in or witnessed during working hours, such employee shall be reimbursed for actual hours required because of such appearance provided that the employee is not charged or convicted of criminal negligence. This section shall not apply to employees found guilty of drunken driving when involved in an accident during working hours.

**ARTICLE XXX**  
**TIMECLOCKS**

WHEREAS: Ocean State Transit, henceforth referred to as “The Company” and Teamsters Local Union 251, henceforth referred to as “The Union”, are parties to a collective bargaining agreement; NOW THEREFORE: The Union and the Company propose to clarify certain procedures concerning the use of new technology in the administration of certain aspects of collecting and validating time worked.

**ARTICLE XXXI**  
**TIME CLOCKS**

- a) Ocean State Transit shall install two (2) time clocks for the purpose of collecting payroll information.
- b) Each employee covered under this CBA shall be required to punch in at the start of their day or run and out at the end of their day or run using a badge system provided by the company. All costs related to any part of the implementation, operation or maintenance of the time clock system shall be incurred by the company.
- c) An employee shall be permitted to examine the record of their time clock operations record for the purpose of ascertaining his/her hours worked.
- d) The Company shall provide a print out of an employee’s weekly time clock entries and exits (punch-ins & punch-outs) at least three (3) days before the check is issued so that any discrepancies can be resolved before issuance of the corresponding check.
- e) It is not the purpose of the time clocks or this MOU to micro-manage, harass, or otherwise improperly over-supervise employees, nor is it the purpose of this MOU to circumvent or cut short the guaranteed hours provided in any article of the CBA.
- f) Subject to the established standard route times, the Company shall not alter the information from the time clock without first notifying the employee of the reason therefore. If the employee feels an adjustment is unwarranted, or violates any part of this MOU, the employee may grieve the issue, and the Company and the Union agree to escalate any grievance relating to time clocks to Step 3 of the Grievance Procedure.

**ARTICLE XXV**  
**DURATION OF AGREEMENT**

25.1 This Agreement shall become effective upon ratification by the membership and extend through midnight, January 31, 2025, and from year to year thereafter, unless changed by the parties.

25.2 Either of the parties to this Agreement desiring a change in any Article or Articles of this Agreement shall notify the other party in writing of the desire changes at least sixty (60) days prior to the expiration. If neither party gives such notice, this Agreement

shall continue on from year to year. If such notice is given by either party, the Agreement shall then be opened for consideration of the change or changes desired.

For the Union, Teamsters Local Union No. 251:

For the Company, Ocean State Transit:

\_\_\_\_\_  
Matthew Taibi                      \_\_\_\_\_  
Secretary Treasurer              Date  
Principal Officer

\_\_\_\_\_  
John W. Folcarelli              \_\_\_\_\_  
Director of Employee              Date  
Relations & Compliance

\_\_\_\_\_  
Brooke Reeves                      \_\_\_\_\_  
Recording Secretary              Date  
Assistant Business Agent

\_\_\_\_\_  
Tony Murgo                          \_\_\_\_\_  
President                              Date

\_\_\_\_\_  
Thomas Salvatore                  \_\_\_\_\_  
Business Agent                      Date

\_\_\_\_\_  
Joe Parise                            \_\_\_\_\_  
General Manager                  Date

\_\_\_\_\_  
Andrew Donnelly                  \_\_\_\_\_  
Manager                              Date

**APPENDIX A**  
**OCEAN STATE TRANSIT ATTENDANCE POLICY**  
**EAST PROVIDENCE, RI**

In order to provide our customers with the safest and most reliable school bus transportation services it is vital that our employees report to work as scheduled every business day. The flexible schedule inherent in our business provides opportunities for employees to schedule appointments and other commitments outside of scheduled work hours. The following information will clarify the attendance policy for East Providence, which in turn will assist you in making appropriate decisions when you are unable to report for your regularly scheduled work shift. Disciplinary steps shall fall off employee's record during 9 month rolling period; any occurrence older than 9 months is rescinded and accordingly the employee's record of active occurrences is rolled back upon each occurrence removed due to such 9 month life of occurrence.

Definitions

Chargeable Occurrence: Any absence from a scheduled run, AM and/or PM, which is NOT a Non-Chargeable Occurrence.

Non-Chargeable Occurrence:

Jury Duty Military Duty

Bereavement (as defined for your local branch) Worker's Compensation

Approved Paid Time Off

Approved Leave of Absence (including qualified Family Medical Leave Act absences)

Tardiness: Failure to report at your scheduled report time.

Counseling/Discipline

The following steps will be taken as a result of Chargeable Occurrences accumulating within a rolling nine (9) month period:

*After two (2) Occurrences:* Review of attendance record and policy with Branch Manager or designee.

*After three (3) Occurrences:* Verbal Counseling and review of attendance record and policy with Branch Manager or designee.

*After four(4) Occurrences:* Letter of Warning and review of attendance record and policy with Branch Manager or designee.

*After five (5) Occurrences:* Letter of Warning, up to Two (2) Day Suspension and review of attendance record and policy with Branch Manager or designee.

*After six (6) Occurrences:* Letter of Warning, up to Five (5) Day Suspension and review of attendance record and policy with Branch Manager or designee.

*After seven (7) Occurrences:* Termination of employment.

Tardiness for any assignment will count as one-half (1/2) of an occurrence. Absences of more than one day, or consecutive days for the same illness or circumstance, may be considered as a single occurrence depending on the particular situation. The Terminal Manager will review consecutive day absences with the Operations Manager before determining the number of chargeable occurrences to assign. The company will review the circumstances with the union, upon request.

The Terminal Manager and the Operations Supervisor (or designee) will review requests for extended leaves of absence, not covered by the Family Medical Leave Act, on an individual basis. Operational needs, individual performance and attendance records will be considered.

This is a company policy. It is subject to the collective bargaining agreement between the parties dated \_\_\_\_\_ 20\_\_ through \_\_\_\_\_, 20\_\_, and is subject to all provisions therein, including article XII.

**APPENDIX B**  
**SUMMER WORK DEFINED**

Bid day #1 This step is for all employees wishing to work. They may sign up. This work will be awarded by seniority that day.

Bid day #2 This step is for any employee wishing to volunteer for a run. This work will be awarded by seniority that day.

Bid day #3 This step would be a force from the bottom of the list. Employees will be called in by the manager, and shop steward, to choose any work/run by inverse order of seniority.

Refusing to work when called during the summer shall result in a complaint to the unemployment office regarding a refusal to work which may result in a loss of unemployment benefits. Those employees that are not receiving unemployment benefits shall be exempt from the summer work defined.

**SHUTTLE BUS:** The company shall continue to provide a shuttle bus to traffic drivers, monitors, and aides from the park & ride on Taunton avenue to the commercial way facility. This shuttle position shall be bid on by seniority.

**AIR BRAKES:** The Company agrees that not possessing an air brake endorsement shall not hinder a driver from bidding on work which requires air brakes. In such an event, the company shall train and pay for the certification of the airbrake endorsement for the winning bidder.

**Schedule "A"**

**Drivers:**

Years of Service		9.1.20	4.1.21	9.1.21	9.1.22	9.1.23	9.1.24
New Hire		TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
1 – 4		\$21.45	\$21.90	\$22.32	\$23.00	\$24.01	\$24.97
4 – 7		\$22.40	\$23.00	\$23.44	\$24.17	\$25.31	\$26.32
7 +		\$23.35	\$23.75	\$24.31	\$25.28	\$26.59	\$27.65

\*Rates to be set as needed by the Company, but in no instance can the new hire rate be higher than the 1+ to 4 year rate.

Other rates:

Non-Revenue: \$.75 less than regular rate.

Charter Rate: \$.50 less than regular rate.

**Monitors:**

Years of Service		9.1.20	4.1.21	9.1.21	9.1.22	9.1.23	9.1.24
New Hire		TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
1 – 4		14.92	15.14	15.44	15.91	\$16.63	\$17.30
4 – 7		15.33	15.56	16.03	16.35	\$17.10	\$17.78
7 +		15.83	16.07	16.56	16.89	\$17.66	\$18.36

**Aides:**

Years of Service		9.1.20	4.1.21	9.1.21	9.1.22	9.1.23	9.1.24
New Hire		TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
1 – 4		15.63	15.87	16.17	16.67	\$17.43	\$18.13
4 – 7		16.14	16.38	16.71	17.21	\$18.00	\$18.72
7 +		16.65	16.90	17.23	17.75	\$18.56	\$19.30

**YEARS OF SERVICE TIER:** All year of service increases shall be recognized on the employee’s appropriate anniversary of their date of hire.



**PHYSICALS AND DRUG SCREENS:** The Company will pay to have drivers tested for CDL purposes at whenever necessary. If employees are required to travel off site in order to comply with company required drug screenings, they shall be paid one (1) hour.

**SAFETY MEETINGS:** Employees will be paid to attend safety meetings at the employees' regular rate for all time served at the safety meeting one (1) hour minimum.

**CHRISTMAS BONUS:** All full and regular part-time Drivers, monitors, and aides shall receive one (1) day's pay added to their last paycheck prior to Christmas in Year 4 and Year 5 of the contract.

## APPENDIX C

GPS & NEW TECHNOLOGIES: The company shall provide the Union with thirty (30) days advanced notice prior to new technologies being implemented. The Union agrees to installation and activation of GPS equipment, cameras, Child Check Mate devices, installed on company vehicles for the primary purpose of further enhancing safety, operational efficiency, and quality of delivery of services to the customer.

Section 2 - It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of the implementation of GPS equipment. To that end, any disciplinary action which is based in any part upon GPS equipment finding or report must also be based on independent facts and justification which comport with the “just cause” standard in the collective bargaining agreement. Furthermore, it is agreed that the immediate supervisor and/or Contract Manager shall have the sole responsibility to make the initial determination as to whether a Union employee’s activity, which has been identified via technology, is appropriate or not.

Section 3 - The Company further agrees that the information contained in and derived from any GPS reports shall not be disclosed to any third party, except as required by law or contract, provided further that the Company shall provide the Union with GPS reports if relevant to a lawful Union concern.

Section 4 - The parties agree that the tampering with or disabling of any GPS system, cameras, Child Check Mate components, may be grounds for discipline up to and including termination.