



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Proposal

ADDENDUM

Proposal No.: 2019-17

Addendum No.: 2

Date Issued: 4/2/2019

Student Transportation Service

Opening Date and Time: April 8, 2019 @ 2:00 P.M.

Bidders Notes: This Addendum is issued to provide all bidders with a copy of the union contract and answers to questions submitted by interested parties.

Question 1: Will there be any rent owed by the contractor for any of the three properties?

Answer: *No, the New London Parking Authority ("NLPA") does not anticipate any lease and or rental payments to be made by the contractor to the NLPA. It is expected that any agreement and or contract to utilize a property managed by the NLPA will be between the NLPA and the City of New London Board of Education, not the contractor.*

If there are any "Expenses" to be incurred by the transport company, the Expense(s) shall be finalized in the contract prior to commencement of the contract period.

Question 2: And if so, how much?

Answer: *Please refer to the above response.*

All other terms and conditions remain the same.

This Addendum cover page must be signed and returned with proposal.

Authorized Signature of Bidder

Company Name

Return Proposal To:

Dedra Aker, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Proposals cannot be accepted after the Bid Opening Date and Time indicated above.

STUDENT TRANSPORTATION OF AMERICA, INC.
AGREEMENT
WITH
CSEA, SEUI, LOCAL 2001

New London, CT

Effective: September 1, 2015

Expires: August 31, 2020

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PREAMBLE

Section 1 - This Agreement is hereby entered into by and between STA of Connecticut, Inc., hereinafter referred to as the "Employer" or the "Company" and CSEA SEIU Local 2001, hereinafter referred to as the "Union".

Section 2 - The parties hereto desire to provide, through the Agreement, methods for orderly collective bargaining between the Company, its employees and the Union, to secure prompt and equitable disposition of any grievance which might arise, to establish equitable wage and working conditions for employees in the bargaining unit set forth herein and to promote to the highest degree efficiency in providing busing services with continued uninterrupted service to our customer.

ARTICLE I - RECOGNITION

Section 1 - Scope of the Bargaining Unit: The Company recognizes the Union as the sole bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for a unit of the Company's employees which shall specifically include all full-time and regular part-time drivers, monitors and aides employed by the Company servicing its New London, Connecticut Student Transportation contract; but excluding all office clerical employees, mechanics, and guards, professional employees and supervisors defined in the Act.

Section 2 - Employee Defined: Throughout this Agreement, whenever the term "employee" is used, it shall be deemed to mean an employee covered by this Agreement. Monitors and Aides shall be classified as the same categories of work.

Section 3 - Gender: Throughout this Agreement the masculine shall embrace the feminine and the singular shall become the plural.

ARTICLE II - DUES DEDUCTION/CHECK-OFF

Section 1 - All employees subject to the terms of this Agreement shall become and remain members in good standing in the Union as a condition of continued employment within one (1) day after the effective date of this contract.

Section 2 - All employees subject to the terms of this Agreement shall be required to become members of the Union or pay appropriate agency fees before their 31st calendar day of employment.

Section 3 - The Employer shall deduct Union dues or fees from the wages of those employees who have voluntarily signed valid dues deduction authorization forms permitting said deductions. The Union will provide all new employees such a form, when they are hired.

Section 4 - Any such dues deductions shall be made on the 31st day following the beginning of employment and shall be deducted from checks from each pay period starting in September of each year. If the employee's pay for any pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay period's check, providing the employee's check is sufficient to allow the double deductions.

Section 5 - The Employer shall remit such monies to the Union on or before the last day of the month following the month in which the deductions are made. The Company shall also furnish a list of those employees from whose earnings the deductions are made. The monthly check-off list shall include name, employee status, wage rate, hours, job classifications and the amount of dues deducted.

Section 6 - Local 2001, SEIU, shall certify in writing and submit to the Company the amount of its regular monthly dues and/or fees to be deducted under the provision of this article. If the amount of regular monthly dues is changed during the term of the Agreement, Local 2001, SEIU, shall certify in writing to the Company the nature and effective date of the change, thirty days prior to the change.

Section 7 - The Union hereby agrees to hold the Employer harmless from any and all damages or liabilities which may arise from the performance of its obligations under this Article and the Union agrees to indemnify the Employer for any such damages or liabilities that may arise.

ARTICLE III - NON-DISCRIMINATION

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

Section 2 - The parties agree that the Company's policy prohibiting sexual harassment is incorporated into this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS

The management of the Company, its operations and the direction of its employees, including but not limited to the rights set forth below, shall remain vested exclusively with the management of the Company. The Company has the exclusive right, except as specifically waived by an express provision of this agreement, to:

- Hire employees
- Direct, control and assign employees work
- Establish schedules and hours of work
- Determine qualifications of employees and job requirements
- Discipline employees and terminate employees for cause
- Expand and reduce the number of employees
- Layoff and recall from layoff
- Establish and enforce rules of conduct
- Consolidate, transfer, or close its operations
- Promote and maintain order and efficiency
- Promote and maintain economy of operation and maximize profitability
- Maintain schedules and respond promptly to all customer requirements
- Respond to emergency situations expeditiously.

In addition to the examples set forth above, all rights which the Company would have, but for the existence of a collective bargaining agreement, are vested exclusive in the Company's discretion.

The Company has pre-existing service contracts with the New London Public Schools and other area schools and school districts. The Company has the inviolate right to comply with all terms of its service contracts, and nothing in this agreement shall bar or inhibit the Company from complying with terms of its service contracts, the directives of authorized school personnel, nor from taking any action necessary to prevent the breach, default, or violation of the service contracts.

ARTICLE V - NO STRIKE/NO LOCKOUT

Section 1 - The Union agrees that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference or withholding of services from the Employer, during the term of this contract.

Section 2 - In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees in writing that the strike, slowdown, work stoppage, or other concerted interference with or withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

Section 3 - The Company shall not lockout employees during the term of this contract.

ARTICLE VI - UNION RIGHTS

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

Section 2 - Union Bulletin Board: The Employer shall allow the Union to have a bulletin board in the room used by the bargaining unit employee exclusively for its own use. Nothing shall be posted on the bulletin board of an inflammatory or derogatory nature against the Employer.

ARTICLE VII - STEWARDS

Section 1 - Designation of Stewards: The Union shall designate its stewards. The Union will notify the Employer or his designee, in writing, of such designation.

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

Section 3 - Maintenance of Earnings: A Steward who misses any part of his normal work schedule because of being required by the Company to represent an employee shall be made whole by the Company for any wages lost during such required activity. Similarly, if the Company or the grievant requests a

Steward to attend a grievance meeting for the purpose of functioning as the grievant's sole representative, the Steward shall be made whole by the Company for any wages lost during such activity.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

Section 1 - Discharge: An employee who has successfully completed his probationary period shall not be disciplined or discharged without just cause. The type of discipline issued will depend upon the seriousness of the offense, the employee's past record and related circumstances. The Company will use progressive discipline; however, the Company and the Union agree that certain offenses, including serious safety violations, may lead to suspension or termination without prior discipline. Among such offenses are:

- (a) participation by an employee in activity prescribed by the provisions of the No Strike-No Lockout Article of this Agreement;
- (b) receipt by the Company from a contracted customer of a written and signed notice to remove an employee from performing service under that contract;
- (c) conviction (including a plea of "no contest") of a felony, misdemeanor or vehicle code violation for use of drugs or alcohol while operating a motor vehicle;
- (d) possession or use of alcohol or drugs (except prescription drugs approved in advance by the Employer) on Company time or property;
- (e) fighting or engaging in threatening or intimidating conduct or coercing anyone on Company time or property, including conduct towards another based on that person's race, ethnicity, religion, color, disability, national origin, ancestry, age, veteran status, sexual orientation or sex;
- (f) gross insubordination;
- (g) deliberately damaging, destroying or defacing the property of the Employer or that of another employee;
- (h) theft or dishonesty, including falsifying hours worked;
- (i) possession of guns, ammunition, explosives or other weapons while on duty or on Company property or premise; or
- (j) violation of Company Drug and Alcohol Policy.

Section 2 - Progressive Discipline: Except as described in Section 1 above, an employee may be disciplined according to the following discipline formula. With each such warning, the discipline imposed shall not exceed the following:

Lateness/ Absentee

- First Offense - Documented Verbal Warning
- Second Offense - Written Warning
- Third Offense - Suspension of up to ten (10) days
- Fourth Offense - Termination

General Policy and Rule Violations

- First Offense - Documented Verbal Warning
- Second Offense - Written Warning
- Third Offense - Suspension of up to ten (10) days
- Fourth Offense - Termination

Safety

- First Offense - Documented Verbal Warning
- Second Offense - Written Warning
- Third Offense - Suspension of up to ten (10) days
- Fourth Offense - Termination

Section 3 - A record of employee disciplinary offenses shall be maintained by the Employer. Specific offenses shall be maintained for twenty-four (24) months and it will be invalid if no other disciplinary offenses occur within that time.

Section 4 - Viewing of onboard videos shall occur in private settings only.

ARTICLE IX - GRIEVANCE AND ARBITRATION

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

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

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

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

B. STEP ONE: A grievance unresolved orally between the employee and the supervisor shall be taken up at the first step by the grievant in writing with his immediate supervisor not later than ten (10) working days after the grievant first knew or could reasonably have known of the fact giving rise to it. The supervisor shall respond in writing within ten (10) working days of receipt of this grievance.

C. STEP TWO: A grievance filed at this step must have been properly filed in STEP ONE and must be filed no later than ten (10) working days after the supervisor's response in STEP ONE. If the supervisor fails to respond in STEP ONE, a grievance must be filed no later than ten (10) working days after the time limit for the supervisor's response has expired. The Regional Director of Human Resources or his designated representative shall schedule and hold a grievance hearing not later than ten (10) working days after

receipt of the written request for review under this paragraph. The Regional Director of Human Resources shall respond within ten (10) working days of a grievance meeting held under this step.

D. STEP THREE: If the grievance is not resolved at STEP TWO, the grievant may notify the Vice-President of Operations in writing of his desire to have his grievance heard by the Vice-President of Operations or his designated representative. A grievance filed at this step must have been properly filed in STEP ONE and STEP TWO and it must be hand delivered or postmarked no later than (10) working days after the Regional Director of Human Resources' written response in STEP TWO. If the Regional Director of Human Resources fails to respond to STEP TWO, a grievance filed at this step must be delivered or postmarked no later than ten (10) working days after the time limit for the Regional Director of Human Resources' response has expired. The Vice-President of Operations shall hold a grievance hearing with the grievant and the Union within fifteen (15) working days. The Vice-President of Operations shall respond in writing to the grievant and the Union no later than ten (10) working days after completion of the hearing.

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

(a) The arbitrator shall be appointed by the Company and the Union from a panel of arbitrators supplied by the American Arbitration Association. Selection of the Arbitrator shall be made in compliance with the rules and regulations set forth by the American Arbitration Association.

(b) The arbitrator shall have no authority to:

1. add to, delete from, amend, or in any way disregard any of the terms of this Agreement;
2. accept for submission any issue other than that a specific provision of the Agreement has been violated by the Company;
3. fashion a remedy in any grievance in which he fails to find that the specific, written provision of the Agreement alleged by the Union to have been violated by the Company has, in fact, been violated;

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

Section 5 - Binding Decision: The decision of the Arbitrator shall be final and binding upon both parties.

ARTICLE X - HOURS OF WORK

Section 1 - Regular Work Day: The regular work day shall be determined by the requirements of the transportation schedule developed by the Company and New London Public Schools.

Section 2 - Regular Work Week: The regular work week will normally be Monday through Friday.

Section 3 - Overtime: An employee shall be paid time-and-one-half (1.5 times) the straight time rate of pay in effect for all home-to-school, extracurricular, non-revenue and charter hours, as defined in the Article "Categories of Work" of this Agreement, consistent with Federal and State laws, when the total exceeds forty (40) hours in a work week.

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

Monitors and Aides - Guaranteed two (2) hours of work.

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

Drivers will be compensated at their appropriate rate for meetings in which attendance is made mandatory by the Company, and completion of reports required by the Company.

Section 6 - Dry Runs: A driver assigned to a dry run shall be paid at the HTS rate for the time required to complete the run.

Section 7 - Delayed Starting Time: An employee who reports to work as scheduled and whose route is delayed because of weather shall be compensated as of the time he reports rather than commencing with the time he actually begins work, unless notice of the delay was broadcast on local radio, TV, or by internet at least one (1) hour prior to his scheduled starting time.

Section 8 - Travel Reimbursement: An employee who is required by the Company to use his own personal vehicle to perform work for the Company shall be reimbursed by the Company at the current Internal Revenue Service allowance, for every mile he is required to drive such vehicle; provided, however, that the Company may require than an employee furnish proof of automobile liability insurance before being allowed to operate his personal vehicle on behalf of the Company.

Section 9 - Court Appearance: An employee who is required by the Company to appear in court for the purpose of testifying on behalf of the Company shall be paid for all hours of work lost because of such appearance.

ARTICLE XI - CATEGORIES OF WORK

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

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

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

Section 4 - Non-Revenue Work: Non-Revenue work includes, but is not limited to, office work, filing, typing, custodial and all driving work for which no revenue is generated to the Company.

Section 5 - Extra Work Sign-up: Only drivers who have assigned HTS routes wishing to be considered for extra work assignment shall sign up on an Extra Work roster to be made available at his location, to be completed at the start-up meeting prior to each new school calendar year. The Company will maintain one (1) rotating work roster for Nights/Weekends, Holidays and daytime work opportunities. Employees who signed up at the start-up meeting will be entered onto the extra work roster by seniority. Employees who did not sign up at the start-up meeting for extra work can do so after the start of the school year by notifying the local manager and will be entered at the bottom of the extra work roster.

Section 6 - Extra Work Assignments shall be accomplished as follows:

The Company will maintain a bid board. Only those drivers who meet the requirements in Section 5 of this Article are eligible. The bid board will be conducted in the following manner.

1. The bid board sign-up sheets will be posted in a conspicuous location in the drivers' room or other suitable location on Monday morning by 9:00 a.m. and will remain posted or available until Tuesday morning 9:00 a.m.
2. All work posted for bid will be for the following week, Monday through Sunday, if applicable.
3. Eligible drivers have twenty-four (24) hours to sign up next to trips. There is no limitation on how many trips a driver can sign up for, as long as it is in compliance with Section 8 of this Article. Bidding drivers should number in order of preference the trips they bid on.
4. On Tuesday after 9:00 a.m., the Branch Manager or designee will circle the driver who is awarded the trip, by utilization of the extra work roster as described in the Article "Categories of Work." Awards will be made by the driver's numbered preference, or first available trip the driver signed next to. The rotating rosters will remain posted in the Driver's room at all times. The rotating rosters will remain posted in the drivers' room until the next bid board sheets are posted for bid. The completed bid board sheets will

remain posted in the Driver's room until the next bid board sheets are posted for bid. The Union may request copies of completed bid board sheets.

5. Work that is confirmed with more than twenty-four (24) hours' notice for the period covered by the completed appropriate bid board will be offered to the next available employee on the appropriate rotating roster by the Branch Manager. The trip will be entered onto a post bid board sheet to include date received and date/destination of trip. The post bid board sheets will be posted in driver's room at all times.

6. Where work is confirmed with less than twenty-four (24) hours' notice that work will be assigned by the Branch Manager or designee by first using his or her best efforts to fill the assignment with employees on the rotating roster, and then at their discretion. The Branch Manager shall, at the completion of each week, post in the driver's room or make available a list of all trips the Company received less than twenty-four (24) hours' notice, to include date/time received, destination and driver that performed the work, that meets the criteria covered by bid board.

7. When an employee is assigned work and accepts work under Section 6 of this Article, that employee, if on the rotating extra work roster as prescribed in Section 5 of this Article, shall be charged a turn on the appropriate rotating roster for the following week.

The following conditions shall apply to this procedure:

a. Drivers who have more than three (3) refusals after being awarded a trip will be removed from the appropriate rotating roster.

b. All drivers who are on the rotation must initial next to his or her name on a master roster how he or she will be bidding on trips on a weekly basis. The master roster will remain posted at all times.

c. In a situation when there are multiple buses being used on a trip and the customer cancels one or more of the buses, the driver who has the least amount of classification seniority will be bumped from the trip.

d. In a situation when a trip is postponed after it has been awarded to a driver and rescheduled onto a day that conflicts with another trip that has been awarded to that same driver, the driver will perform the trip that was not rescheduled/postponed and the postponed trip will be awarded to the next available driver on the rotating roster.

e. Drop and Pick minimum: In town drop and picks will have one (1) hour minimum and out of town drop and picks will have one and one half (1.5) hour minimum.

Section 7 - Non-Revenue Assignments shall be assigned by the Manager by seniority utilizing a list of qualified employees who have signed up.

Section 8 - Qualifications for Extra Work: No qualified driver can bid on any type of work that conflicts with his assigned route. The Company will not assign non-revenue work to a qualified driver that conflicts with that driver's assigned route. The Company will not take a driver off of an assigned Home-to-School route to perform extra work unless by not doing so would jeopardize the ability of the Company to provide service to the school district. Extra work that conflicts with assigned routes will be done whenever possible by Spare Drivers.

Section 9 - Work Qualifications: In order to qualify for a category of work under this Agreement, an employee must possess all required current licenses and certificates.

Section 10 - Cancelled Work: If the Company fails to notify a driver that the charter work has been cancelled, whether it's the fault of the Company or the paying customer, and the driver consequently reports as scheduled, he shall be paid for two (2) hours at the appropriate rate of pay.

Section 11 - Charter Work Records: Upon request, the Company will make available to the Staff Representative or alternate assigned by the Union or to a Steward its relevant Charter Work Records, and the Staff Representative may be present at the time charters are assigned.

ARTICLE XII - ROUTE ASSIGNMENTS

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

Section 2 - Notification of Intention to Return: An employee intending to return to work for the Company at the start of the fall school year shall, on a form provided by the Company and made available to the employee prior to the last day of the school year, notify the Company of his intention to return by July 1st. The employee may return the form to the Company in person or by mail. Provision shall be made on the form to the Company in person or by mail. Provision shall be made on the form for an employee to elect to keep the same general work assignment for the fall to which he was assigned at the close of the prior school year and, so long as such general work assignment continued to exist, he shall be allowed to retain it. An employee may so notify the Company by certified mail postmarked no later than July 1st or in person on a sign-up list maintained at the Company's facility. An employee so notifying the Company shall be considered a Qualified Returning Employee under this Article and shall only be allowed to participate in the fall route bidding as provided in Section 9 of this Article.

Section 3 - Notification of Route/Work Assignment: The Company shall notify each qualified Returning Employee of the date of the Fall Route/Work Assignment Day. Route/Work Assignment Day shall be held as soon as is practicable after routes have been determined by the Company and the New London Public Schools.

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

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

Section 6 - Assignment of Remaining Work: Any route or work assignment remaining unassigned following the application of the procedures provided in Sections 4 and 5 of this Article shall be offered by

the Company to qualified Spares in the appropriate classification in order of seniority; provided, however, if no appropriately classified Spare voluntarily accepts the work assignment, the Company may assign the work to the least senior of such Spares and he shall be required to accept the assignment. In the event that the least senior Spare was originally hired by the Company with expressly stated restrictions on his availability for work and/or has notified the Company in writing of restrictions on his availability or work, the Company will honor those pre-hire availability restrictions and/or post-hire written restriction and the least senior Spare without such pre-hire and/or post-hire availability restrictions shall be required to accept the assignment.

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

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

Section 9 - Mid-Year Route Openings: If a route comes open for any reason following the fall route assignment, such route shall be posted for bid for three (3) days. While the opening is posted, the Company may assign any available employee to perform the work. All qualified and appropriately licensed employees shall be eligible to bid and such bid shall be awarded by classification seniority; provided, however, that no employee may bid off his existing route more than one (1) time in a school year. A route vacated by a successful bidder shall be offered to the senior qualified Unassigned Spare and the successful bidder shall be allowed three (3) working day trial period on his new route. At any time during the three (3) day period, he may elect to return to his old route, displacing the Spare to whom it has been assigned; provided, however, he shall be charged with having bid off his route for the purpose of administering this Section. In the event fewer than thirty (30) working days remain in the school year at the time of the opening, the open route shall be performed by the senior qualified Unassigned or Spare for the balance of the school year, and the successful bidder shall begin the route at the start of the fall semester.

Section 10 - Kindergarten Runs and Other Mid-Day Work: At the beginning of the regular school year, all available kindergarten and other fixed mid-day runs will be made available to qualified drivers and as provided in this Section.

1. A returning employee may elect to keep the kindergarten or other fixed mid-day run to which he was assigned at the close of the prior school year.
2. The remaining kindergarten or other fixed mid-day runs will be posted for seventy-two (72) hours, unless the Company does not receive sufficient notice from the customer to allow such a posting.
3. Qualified employees will be allowed to select available kindergarten or other mid-day runs by seniority, so long as, in the case of a driver, he is licensed and qualified to drive the equipment on the run. If the Company is unable to fill all such open work opportunities as a result of such bidding, it may assign the

remaining work by inverse seniority to qualified employees who have not selected a kindergarten or mid-day run.

4. Once those runs have been assigned, they shall be considered part of an employee's regular home-to-school route and shall not be reassigned or detached from such route unless by mutual consent of the Company and the affected employee; provided, however, that if any employee assigned to both an AM - PM work assignment and a kindergarten or other fixed mid-day run shall terminate, the AM-PM work and the kindergarten or other fixed mid-day work shall be posted separately for bid as two (2) individual work opportunities as provided in Section 9 of this Article.

5. An employee whose kindergarten or other fixed mid-day runs is eliminated shall be allowed to bid on any open kindergarten or other fixed mid-day run if one exists. If no such run exists, he shall be allowed to displace the junior employee in his classification who is assigned such a run, provided he is licensed and qualified to drive the equipment required of the run.

Section 11 - Summer Work: The Union and the Employer agree that the need for employees for summer work shall be filled in the following manner:

1. First, Employer shall solicit volunteers. Secondly, the Employer shall utilize "spares." Thirdly, the Employer shall draft off the seniority list in reverse order of seniority, with the junior employees called to work first. Drivers that work the "sped" runs shall be offered the opportunity to continue their run during the summer prior to any other employee being offered the work.

2. Those employees who are selected to work shall work for the duration of the summer work period.

Section 12 - Monitors and Aides: Monitors and aides shall be assigned to route assignments by the Company on an as needed basis by seniority.

ARTICLE XIII - SAFETY

Section 1 - Safe Vehicles: No driver shall be disciplined for refusing to operate an unsafe vehicle.

Section 2 - Safety Equipment: The Company shall furnish all safety-related equipment which it requires an employee to use.

Section 3 - Motor Vehicle Violation: The Company shall pay any fine for a citation issued a driver for an equipment violation on a Company vehicle so long as the driver properly reported the underlying condition to the Company in writing prior to leaving the yard and was authorized or instructed by the Company in writing prior to leaving the yard to operate the vehicle with such condition unabated or uncorrected.

Section 4 - Safety Committee: There shall be a joint Labor/Management Safety Committee. It shall meet quarterly to discuss issues of concerns, and will make recommendations for training, safety improvements, etc. Union representatives participating in such meetings will be compensated at the applicable rate.

Section 5 - Safety Meetings: The Employer will schedule safety meetings which drivers will be required to attend. The Employer will schedule at least two (2) meetings for each topic. Dates of all scheduled meetings will be provided to drivers at least one week in advance.

ARTICLE XIV - SENIORITY

Section 1 - Company Seniority: Seniority shall be defined as an Employee's uninterrupted length of continuous employment as a monitor or aide in the city of New London, CT. If two (2) employees begin such work on the same day, their respective position on the seniority list shall be determined by their date of application, with the employee applying first being considered the senior of the two. If two employees remain tied after using their dates of application, their respective positions on the seniority list shall be determined by the last four digits of their respective Social Security numbers, with the lowest number being the more senior employee.

Section 2 - Classification Seniority: Classification seniority shall consist of an employee's total length of employment in a given classification since his most recent date of hire, as defined in Section 1 of this Article.

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

- *Layoff
- *Job Bidding
- *Summer Work

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

Section 4 - Layoff: For all purposes under this Agreement, a layoff shall not include a reduction in force at the conclusion of a school term. The Company shall, in any reduction of the work force in a given classification other than at the conclusion of a school term, place employees on layoff in inverse order of classification seniority; provided, however, that the remaining employee must be fully qualified to perform the work of a displaced employee or he shall be placed on layoff and the fully qualified employee retained. If the Company has at least two (2) weeks' advance notice of a changed business condition which will require to give each such affected employee two (2) weeks' notice of layoff. The Company may elect to reassign the employee another position within the Company during or in lieu of such notice.

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

Section 6 - Probationary Employee: An employee shall be considered as probationary for ninety (90) calendar days, during which time he may be terminated without recourse to the grievance and arbitration procedure provided in this Agreement. At the end of probation, an employee shall be considered a non-probationary employee with seniority having accrued from the first (1st) day of his assignment as a bargaining unit employee.

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

1. Resignation;
2. Discharge;

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3. Layoff of twelve (12) months or the period of time equal to the employee's length of service, whichever is less;
4. Failure to return from layoff as instructed in the Company's recall notice, provided such recall notice gives the employee at least one (1) calendar week notice of the date he is to return to work; or
5. Transfer to a position with the Company outside of the bargaining unit for a period of ten (10) months or longer; provided, however, that an employee allowed by the Company to return to the bargaining unit following such transfer shall not be allowed to exercise seniority to displace another employee from a fixed route or work assignment, but shall be assigned as a spare and shall be allowed to bid upon the next available work opportunity for which he is qualified.
6. Retirement;
7. Where the employee is unable to return to work upon the expiration of any leave applicable; or
8. Refusing a recall or failure to report to work within five (5) working days from the date the Employer sends the employee a recall notice by registered mail, return receipt requested.

Section 8 - Seniority List: The Company shall maintain and post bi-monthly a separate listing for each classification of employee with a copy being forwarded to the Union. Such list shall show the name, seniority date, Company seniority date (if different) of each bargaining unit employee.

ARTICLE XV - LEAVES OF ABSENCE

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

Section 2 - Work Related Injury: In the event of a job related injury, a leave of absence shall be granted to the employee in accordance with Federal and State laws. If an employee suffers an injury that is subsequently proven compensable under Worker's Compensation Rules and Regulations within the State, and the employee leaves the workplace as a result thereof, the employee shall be granted a leave of absence with the employee being paid regular straight-time hours on the day of injury, if not already paid. The Company reserves the right to inquire on employee's progress, and the injured employee will submit written medical reports to the Company as frequently as possible informing the Company as to a possible return date to work. An employee returning from a work related injury shall return to this former run/position. If his run/position is eliminated, Section 1 above applies.

Section 3 - Medical Leave: In the event of an injury or illness to an employee which is not work related, an employee who has been continuously employed by the Company for longer than ninety (90) days will request in writing to the Terminal Manager or designee for a leave-of-absence for a period not to exceed three (3) months. Approval or denial of a medical leave-of-absence will be at the sole discretion of the Terminal Manager, and the Terminal Manager will respond to the requesting employee in writing. An employee who has been employed by the Company for a period greater than one (1) year may request for additional leave at increments of one (1) month, however, total approved medical leave-of-absence will not exceed six (6) months. Request by an employee for additional leave will be submitted in writing to the Terminal Manager ten (10) working days prior to the termination of initial medical leave and/or any additional approved increments. The Company reserves the right to inquire on employee's progress, and the injured employee will submit written medical reports to the Company as frequently as possible informing the Company as to the possible return date to work. A returning employee must have a written doctor's clearance prior to being allowed to

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return to work. Any employee who is out of work for any medical reason for longer than four (4) consecutive days will be required to produce a doctor's note in order to return to work. Within a given school year, any sick time after that, that is longer than three (3) consecutive days in length, will require a doctor's note in order to return to work. All Family and Medical Leave Rights will be handled in accordance with FMLA.

Section 4 - Parental: Employees who have been employed for six (6) consecutive months are eligible to request a leave-of-absence in the event of the birth or adoption of a new child, an employee so requesting may receive a leave-of-absence period equal to the length of service, not to exceed one (1) year to provide care to that child. The leave may begin prior to the birth.

Section 5 - Family Emergency: In the event of a family emergency, to be determined solely at the discretion of the Employer, an employee who has been continuously employed by the Company for longer than six (6) months will request in writing to the Terminal Manager for a leave-of-absence. Approval or denial of a leave-of-absence will be made by the District Manager to the requesting employee in writing. Request for leave under this Section will not be unreasonably denied.

Section 6 - Personal Hardship: In the event of a personal hardship due to personal problems (other than medical), to be determined solely at the discretion of the Company, an employee who has been continuously employed by the Company for longer than six (6) months will request in writing to the Terminal Manager for a leave-of-absence for a period up to but not to exceed thirty (30) days. Approval or denial of a leave-of-absence will be made by the Terminal Manager to the requesting employee in writing. Request for leave under this Section will not be unreasonably denied.

Section 7 - Military Service: An employee will be granted a leave-of-absence for military service in accordance with Federal and State law.

Section 8 - Court Service: An employee will be granted time off for jury duty and reimbursed the difference between jury pay and his regular daily/weekly earnings (whichever is applicable), upon providing proof to the Company of jury duty pay.

Section 9 - Bereavement: In the event of a death to an employee's immediate family (spouse, parents, step-parents, grandparents, children, step-children, grandchildren, foster children, parents-in-law, brothers, sisters or other individual with whom the employee is cohabiting), shall be granted three (3) days off with pay. In the event of a death to an employee's uncle, aunt, nephew or niece, the employee may be granted one (1) day with pay. The Company may request proof from the employee of the death and the relationship to the employee.

Section 10 - Notification: The Company shall notify an employee on medical, parental, family emergency or personal hardship leave by certified mail of the termination of their leave and subsequent loss of seniority at least eight (8) days prior to the termination of said leave.

Section 11 - CT Sick Leave

1. In compliance with Connecticut General Statute 31-57r – Paid Sick Leave eligible Employees shall earn one hour for every forty (40) hours worked up to a maximum of forty (40) hours per calendar year. At the end of each calendar year any unused sick leave shall be rolled over into the next calendar year.
2. Sick day use and pay shall be calculated based on an employees worked hours. For example, a Driver with an AM, PM, Late Run bid route that averages eight (8) hours per day shall receive eight (8) hours of pay

when a sick day is used. Charter work and meeting shall not count in the calculation; however, all hours worked shall count towards accrual.

3. Employees may use accrued sick leave on snow days and unpaid holidays.

ARTICLE XVI - PHYSICAL EXAMINATIONS

The Employer will reimburse an employee \$50.00 for physical examinations required under state law, only for those employees who do not utilize a doctor provided by the Company. All reimbursements will be paid in September for employees who were employed as of the last day of school in June. New hires will be entitled for reimbursement upon successful completion of probationary period. For physicals required by the Employer, the Employer shall provide a Company approved doctor at no cost to the employee.

ARTICLE XVII - COMMERCIAL DRIVER'S LICENSE

The Company shall reimburse employees the full cost of renewing a CDL excluding the cost of any endorsements not related to school bus. Fifty percent (50%) of the cost shall be reimbursed upon renewal and fifty percent (50%) shall be reimbursed one (1) year after the renewal.

ARTICLE XVIII - WAGES

Wage rates are contained in Appendix A which is attached and is expressly made a part of this Agreement.

ARTICLE XIX - HOLIDAYS

Paid Holidays: Thanksgiving, the day after Thanksgiving, Veteran's Day, Memorial Day, Martin Luther King Day, and Good Friday.

ARTICLE XX - HEALTH INSURANCE AND LIFE INSURANCE

Health Insurance: Health insurance plans currently offered in other Connecticut locations. In the event the Union is able to offer alternative insurance arrangements, the Employer agrees to administer the plan and to allow payroll deductions. The Employer shall not contribute to the cost of such plans.

Life Insurance: Employees after one (1) year of employment shall be entitled to life insurance in the amount of \$10,000.

ARTICLE XXI - DEFERRED SAVINGS - 401(k)

Deferred Savings: Employees shall be permitted to participate in the Company's 401(k) plan. The Company shall match an employee's 401(k) contribution up to two hundred and fifty dollars (\$250.00) per year.

ARTICLE XXII - ATTENDANCE BONUS - DRIVERS

Drivers: \$25.00 weekly attendance bonus

\$200.00 annual bonus

\$400.00 bonus if employed all year and driver does not miss more than five (5) weeks of weekly attendance bonus.

Employees will be allowed to miss three (3) mid-day runs during the school year, specifically for doctor's appointments or emergencies, without affecting their attendance bonus. Employees will be required to provide documentation and notification.

ARTICLE XXIII - ATTENDANCE BONUS - MONITORS AND AIDES

Monitors and Aides: \$10.00 weekly attendance bonus

\$100.00 annual bonus (If employee works September through June and has not missed any more than three (3) mid-days.)

\$200.00 annual bonus if employee works all year (If employee works September through August and has not missed any more than three (3) mid-days.)

Employees will be allowed to miss three (3) mid-day runs during the school year, specifically for doctor's appointments or emergencies, without affecting their attendance bonus. Employees will be required to provide documentation and notification.

ARTICLE XXIV - ACCIDENT FREE - DRIVERS

Drivers shall receive \$30.00 on a monthly basis based on current policy in effect. The attendance bonus and Accident bonus shall be considered two separate bonuses.

ARTICLE XXV - GENERAL CONDITIONS

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

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

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

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

Section 5 - Service Contract to Prevail: The Service Contract between the Company and New London Public Schools shall be incorporated by reference into this Agreement and, when in conflict with this Agreement, shall prevail for all purposes. It is agreed that any arbitrator hearing a grievance under this Agreement shall not have the authority to add to or delete from, or to otherwise amend or alter any of the terms of the Company's Service Contract with New London Public Schools.

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

Section 7 - Drug and Alcohol Policy: In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the Company has adopted a formal provision for fitness for duty drug and alcohol screening. Such provision is included in Appendix "A" which is attached and is hereby expressly made a part of this Agreement.

Section 8 - Sanitary Arrangements: The Employer will maintain the present facilities in clean and functional order and provide soap, towels, toilet paper, washing facilities, and sanitary napkins wherever feasible. Employees will be allowed to use facilities as designated by the Company.

Section 9 - Children on the Routes: Drivers shall be allowed to bring children on their routes in accordance with the school district's policy.

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

Section 11 - Employees shall be permitted to use tablets and e-readers provided such use does not occur when an employee is in the driver's seat of a school bus or other company vehicle.

ARTICLE XXVI - ACCIDENT REVIEW BOARD

An Accident Review Board shall be established.

ARTICLE XXVII - TERM OF AGREEMENT

Section 1 - Effective Date: This Agreement shall be in full force and effect from September 1, 2015, for a period of five (5) years expiring on August 31, 2020.

Section 2 - Notice of Termination/ Automatic Renewal: If either party desires to modify, amend, or terminate this Agreement subsequent to the scheduled expiration date shown in Section 1 of this Article, written notice by registered mail must be given the other party not earlier than ninety (90) days or later than sixty (60) days prior to such scheduled expiration date. If no such notice is given, the Agreement shall be automatically renewed without change for an additional period of one (1) year, and in such event this Agreement may be

APPENDIX "A" Wages

STEP	9/1/15	9/1/16	9/1/17	9/1/18	9/1/19
Start	\$16.90	\$17.00	\$17.25	\$17.50	\$17.75
1	\$17.42	\$17.50	\$17.60	\$17.85	\$18.10
2	\$18.08	\$18.02	\$18.10	\$18.20	\$18.45
3	\$18.08	\$18.68	\$18.62	\$18.70	\$18.80
4	\$18.08	\$18.68	\$19.28	\$19.22	\$19.30
5	\$18.08	\$18.68	\$19.28	\$19.88	\$19.82
6	\$18.48	\$18.68	\$19.28	\$19.88	\$20.48
7	\$18.78	\$19.08	\$19.28	\$19.88	\$20.48
8	\$19.35	\$19.38	\$19.68	\$19.88	\$20.48
9	\$20.10	\$19.95	\$19.98	\$20.28	\$20.48
10	-	\$20.70	\$20.55	\$20.58	\$20.88
11	-	-	\$21.30	\$21.15	\$21.18
12	-	-	-	\$21.90	\$21.75
13	-	-	-	-	\$22.50

Employees shall advance to the next step on the above scale effective September 1 of each calendar year.

The parties have agreed that each driver shall receive an increase of sixty cents (\$0.60) per year, combined general increase and step, beginning and retroactive to September 1, 2015, in place of separate anniversary increases and steps.

Monitors

Service	9/1/15	9/1/16	9/1/17	9/1/18	9/1/19
0-2	11.99	12.35	12.72	13.10	13.49
2+	12.32	12.69	13.07	13.46	13.86

Non-revenue rate

9/1/15	9/1/16	9/1/17	9/1/18	9/1/19
10.30	10.61	10.93	11.26	11.59

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