## MEMORANDUM OF UNDERSTANDING

The contract between Guardian Bus Company, Inc. and Transport Workers Union Local 252 due to expire by its terms is hereby extended and renewed for three (3) years up through and including midnight August 31, 2028 except for these modifications:

1. Art. IX(11): Employee Responsibilities: Add the following sentence to end of paragraph:

Brooms will be provided by the Company.

2. Art. XII(4): Seniority: Add the following sentence to end of paragraph:

In the event a Driver chooses to change their district at picks in August, the following year that Driver shall have their seniority slotted in to their new district seniority list based on the Company's seniority (hire date).

Note - The Union and Employer agree that the Union will hold a separate ratification vote and will be incorporated into the CBA only after passing of separate ratification vote.

3. Art. XVII(2)(a): Health & Welfare: (a) Add heading for HDP rates; (b) All Drivers and Driver Assistants rates are as follows:

CGS - Hig	sh*	CGS - Low*	HDP*
Single:	\$149.20	\$102.15	\$46.26
All others:	\$359.38	\$272.92	\$92.52

<sup>\*</sup> Note: Rates for 9/1/2026 & 9/1/2027 will be adjusted and provided by the Company as set forth in Art. XVII(2)(a) at the time the premiums are submitted to the Company.

4. Art. XVII(2)(a): Health & Welfare: Last paragraph in #2(a) to be modified as follows:

Any increase or decrease to the premiums during the term of this contract, upon production of proof of the premium rate, shall be adjusted as follows:

9/1/2025: Company will pay 70%; Employee will pay 30%
9/1/2026: Company will pay 60%; Employee will pay 40%
9/1/2027: Company will pay 50%; Employee will pay 50%

5. Art. XVII(4): Health & Welfare: (a) Add heading for HDP rates; (b) All Mechanics, Helpers and Yardmen rates are as follows:

CGS - Hi	gh*	CGS - Low*	HDP*
Single:	\$102.63	\$78.32	\$34.69
All others	s: \$237.98	\$209.63	\$69.38

<sup>\*</sup> Note: Rates for 9/1/2026 & 9/1/2027 will be adjusted and provided by the Company as set forth in Art. XVII(4) at the time the premiums are submitted to the Company.

6. Art. XVII(4): Health & Welfare: Last paragraph in #4 to be modified as follows:

Any increase or decrease to the premiums during the term of this contract, upon production of proof of the premium rate, **shall be adjusted as follows:** 

9/1/2025: Company will pay 70%; Employee will pay 30% 9/1/2026: Company will pay 60%; Employee will pay 40% 9/1/2027: Company will pay 50%; Employee will pay 50%

7. Art. XVII(7): Health & Welfare: Life Insurance coverage increase as follows:

All Full-Time Employees including Yardmen & Fuelers: \$15,000.00

All Part-Time Employees: \$10,000.00

8. Art. XVII(13): Health & Welfare: New paragraph:

The Employer will offer eligible Employees participation in a Health Savings Account ("HSA") program if at least ten (10) Employees show interest after solicitation by the Employer.

9. Art. XVIII(2): 401(k) Plan (Drivers and Driver Assistants): Increase Employer contribution as follows:

9/1/2025: \$3.00 per day 9/1/2026: \$3.25 per day 9/1/2027: \$3.50 per day

- 10. Art. XVIII(5): 401(k) Plan (Drivers and Driver Assistants): Delete paragraph 5 529 Program language
- 11. Art. XIX(6): 401(k) Plan (Mechanics). Delete paragraph 6 529 Program language.
- 12. Art. XVIII: 401(k) Move Art. XVIII(7) FSA account to Art. XXVII new paragraph 13.
- 13. Art. XIX: 401(k) Move Art. XIX (7) FSA account to Art. XXVII new paragraph 13.
- 14. Art. XX(10): Work Hours and Overtime: New paragraph #10 as follows:
  - 10. Time and Attendance System: The Employer is implementing an electronic time and attendance system ("TAS") for the purpose of accurately recording employee work hours. All guaranteed hours of work for a route in excess of the six (6) hour minimum, mid-day minimum and late run minimum, shall be calculated by the TAS and cross-referenced by GPS data. The Employer shall meet, upon request, to discuss any concerns regarding the systems application.

Any modification to the posted pick hours causing a reduction of the posted hours above the Guaranteed Hours shall cause a re-pick of the affected district from that affected employee down in seniority order. This calculation must be done within the first two (2) weeks of the start of the full schedule of the routes.

15. Art. XXI(3): Pick of Runs: Add language to end of paragraph:

... or may choose to pick from out of District from the left over runs at the end of the August pick.

16. Art. XXIV(8)(e): Charters: Add language to end of paragraph:

"... on a rotating basis."

17. Art. XXXII(1): Personal Days, etc.: Increase PTO days as follows:

Years of Service	Paid Time Off
Over 3 years	20
Over 15 years	21

- 18. Art. XXXII(2): Personal Days, etc.: Increase PTO days as follows: After three (3) Years: 15 days
- 19. Art. XXXII(3): Personal Days, etc.: Eliminate paragraph #3 and renumber remaining paragraphs accordingly
- 20. Art. XXXII(6): Personal Days, etc.: New paragraph #6 and renumber remaining paragraphs accordingly
  - 6. Absence and Paid Time Off (PTO) Deduction: Absence Management and PTO Usage:
    - (a) In accordance with New York State labor laws and regulations, all one or more full day absence(s) from scheduled work, including but not limited to illness or personal matters, the Employer may deduct from the employee's accumulated or "banked" Paid Time Off (PTO) days a corresponding amount of accrued and available PTO from the employees' banked PTO balance for such absence(s). This provision applies to all union members covered under this collective bargaining agreement who are employed within the jurisdiction of New York State.
    - (b) In the event an employee has exhausted all banked PTO days, any subsequent absences shall be considered unpaid leave, subject to disciplinary action in accordance with the Absenteeism Article XIV of this agreement.
    - (c) This automatic deduction policy shall not apply to absences covered under the Family and Medical Leave Act (FMLA), workers' compensation leave, jury duty, bereavement leave, prenatal leave or other statutorily protected leave as provided by New York State law.
    - (d) The Employer shall maintain accurate records of all PTO deductions and provide employees with access to their current PTO balance upon request.

- 21. XXXIII(1)(a)(b)(c): Tool Allowance: Tool allowance for mechanics increase as follows:
  - (a) Working foreman, Lead Mechanics, Class A Mechanics: \$350 per year
  - (b) Class B Mechanics: \$250
  - (c) Mechanic's Helpers: \$200
- 22. Art. XXXIV(4): Wages: update language from \$15.00 per hour to read as follows:
  - ...shall be paid consistently at a minimum hourly rate of the Nassau County minimum wage per hour.
- 23. Art. XXXIV(5): Wages: WAGE STEPS: (a) renumber heading as new #6; (b) update both wage charts as follows; and (c) renumber remaining paragraphs accordingly:

September 1, 2025: 5.0% September 1, 2026: 4.5% September 1, 2027: 4.0%

24. Art. XXXIV(6): Wages: New paragraph under #6 (see this MOU #19): Add language as a new paragraph:

For employees hired between September 1 and December 31, step increases, based on years of service, will be applied retroactively to September 1. All other contractual wage increases will continue to occur annually on September 1, as outlined in the terms and conditions of this CBA.

For employees hired between January 1 and August 31, step increases, based on years of service, will be applied proactively to September 1. All other contractual wage increases will continue to occur annually on September 1, as outlined in the terms and conditions of this CBA.

25. Article XXXV: Longevity Pay: Eliminate last paragraph. Revise first paragraph as follows

Big Bus Drivers, Van Drivers and Driver Assistants shall be paid..."

- 26. Article XL Duration: Updated yeas as follows: September 1, **2025** and continue in effect through August 31, **2028**.
- 27. Attachment "A" Wage Schedule: Schedule to be updated accordingly.

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28. Subject to a ratification vote of the bargaining unit members in good standing with the Union.

Dated: August 4, 2025

GUARDIAN BUS CO.

— Signed by:

S565A6523DC8408....

TRANSPORT WORKERS UNION

LOCAL 252

DEBRA HAGAN