

# NATIONAL MASTER FIRST STUDENT AGREEMENT



FOR THE PERIOD

April 1, 2020 through March 31, 2021

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For the Period:

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Covering:

operations in, between and over all of the states, territories and  
possessions of the United States.

## **ARTICLE 1. PARTIES TO THE AGREEMENT**

The parties hereto enter into this collective bargaining agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. All parties hereto pledge to cooperate with each other in good faith in the enforcement of the terms and conditions of this Agreement. All parties desire to provide uninterrupted operations to the clients they serve and to provide a secure, safe and productive work environment.

### **Section 1. Employer Covered**

The Employer signatory to this National Agreement and associated Local Supplements, addenda and/or riders is First Student, Inc.

### **Section 2. Unions, Operations and Employees Covered**

The Union consists of any Local Union which may become a party to this Agreement and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union." In addition to such Local Unions, the Teamsters First Student National Negotiating Committee ("TFSNNC") representing Local Unions affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "National Union Committee" is also a party to this Agreement and the agreements supplemental hereto.

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and other terms and conditions of employment for the employees in previously certified or recognized units referenced in Attachment A hereto.

A list of all the Local Unions covered by this National Agreement and the associated categories of employees represented by said Local Unions is described in Appendix A to this National Agreement, which will be updated by the parties by mutual written agreement as additional operations become covered by this National Agreement.

## **ARTICLE 2. SCOPE OF AGREEMENT**

### **Section 1. Scope and Approval of Local Supplements**

It is the intent of the parties that generally negotiated terms and conditions of employment will be set forth in the National Agreement and that locally negotiated conditions generally will be narrowly limited in scope to locally negotiated economic provisions and local terms and conditions of employment. All Local Supplements and/or riders must be submitted to the National Union Committee for review and approval. Failure to be approved in writing by said Committee shall render a Local Supplement null and void. This provision does not alter or substitute for any procedures the Union has for membership ratification.

The Company and the National Union Committee agree that they shall work with the local bargaining parties to seek a fair and equitable agreement prior to the commencement of any strike or job action. In such circumstances either the Company or the Local Union can invoke a one time cooling off period to allow the National Union Committee the ability to assist the Local Union in seeking a resolution to the dispute.

Such cooling off period shall expire twenty-one (21) calendar days after the involvement of the National Union Committee or upon a statement by the National Union Committee that further bargaining would be fruitless, whichever occurs first. Such statement by the National Union Committee shall not be issued sooner than five (5) days after its involvement.

Upon the effective date of this Agreement, any previously adopted local agreement, practice or provision which provides less than the wages, hours, and working conditions established by this Agreement and the supplements and/or riders hereto shall become null and void. Furthermore, any lesser conditions contained in any Supplement, Rider or Addendum hereto shall be superseded by the conditions contained in this National Agreement. However, nothing in this National Agreement shall deprive any employee of any superior benefit or term contained in their Supplement, Rider or Addendum.

### **Section 2. Non-Covered Units**

This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those separate units who have not designated a signatory Union as their collective bargaining agent.

Notwithstanding the foregoing paragraph, the provisions of this Agreement shall be applied without evidence of union representation of the employees involved, to all subsequent additions to, and extensions of, current operations which adjoin and are controlled and utilized as part of such current operation, and newly established terminals and consolidations of terminals which are controlled and utilized as a part of such current operation

### **Section 3. Additional Operations**

To the extent legally permissible, the provisions of this national agreement shall extend and apply to any operation where an affiliate of the IBT is certified as the bargaining unit representative. The involved parties shall meet promptly to negotiate a local agreement.

### **Section 4. Single Bargaining Unit**

It is the intent of the parties that each of the groups of represented employees referenced in Appendix A will be governed by this National Agreement and applicable local agreements, supplements and/or riders.

All employees covered by this National Agreement and the various local agreements, supplements and/or riders shall constitute one (1) bargaining unit. The printing of this National Agreement and the various local agreements, supplements and/or riders in separate agreements is for convenience only and is not intended to create separate bargaining units.

## **ARTICLE 3. UNION RECOGNITION AND DUES**

The Company recognizes the Union as the sole and exclusive bargaining agent for all matters affecting the wages, hours and terms and conditions of employment of its employees in the bargaining unit. This Agreement covers all individuals performing work covered by this Agreement or any supplements and/or riders hereto, including: All bus

routes or runs, all maintenance mechanic work, and any movement of buses, vans or any other vehicle that will be used for the purpose of transportation by the Employer, as well as all work traditionally and historically performed by bargaining unit personnel.

All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall continue to satisfy any and all financial requirements or other obligations of the Local Union or meet the requirements of a service fee payor. As a condition of employment all employees must pay either the Union's initiation fees and periodic dues or service fees which in the case of a regular service fee payor shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting service fee payor shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities. All present bargaining unit employees who are not members of the Local Union and all employees who are hired hereafter into the bargaining unit shall satisfy any and all financial requirements or other obligations of the Local Union as set forth above on and after the thirty-first (31<sup>st</sup>) calendar day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) calendar day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who fails to satisfy the financial requirements or other obligations of the Local Union as herein provided, shall be terminated seventy-two (72) hours after his/her Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be offered to such employee on the same basis as all other members and further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This paragraph shall be interpreted to provide the Union and its Local Unions with the maximum Union Security that may be legally permissible.

In the event of any change in the law during the term of this agreement relating to Union Security the Employer agrees that the Union will be entitled to receive the maximum Union Security that may be lawfully permissible.

The Employer agrees to deduct from the wages of all employees covered by this agreement initiation fees and regular monthly dues, including D.R.I.V.E., and send a check for all such money deducted to be received by the Union on or before the third Friday of current month, provided however, that no such deduction shall be made unless and until the Employer is furnished with individual authorization by the employee, in writing, to make such deduction, subject moreover, to all requirements of the Labor Management Relations Act, 1947, as amended.

The Union at its option may require that dues be deducted on a weekly basis.

The Local Union shall indemnify and hold harmless the Company against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Company in reliance upon written authorization of the employees or written statements by Local Union representatives for the purpose of complying with this Article.

**New Hires:** When new or additional employees are needed, the Employer will give the Union equal opportunity to supply names of applicants. The employer shall choose between applicants referred by the Union along with any other applicants on the basis of their respective qualifications for employment. No applicants will be preferred or discriminated against because of membership or non-membership in the Union.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. Reopening of the Agreement shall be limited to only the negotiation of the provision(s) determined to be invalid under the law, and all other provisions remain in full force and effect.

#### **ARTICLE 4. TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement and Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their administrators, executors and assigns. In the event any operation or portion thereof, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, the Employer shall make sure that such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this Section that the parties hereto shall not use any leasing device or subterfuge to a third party to evade this Agreement.

The Employer shall give notice of the existence of this Agreement to any heir, transferee, purchaser, lessee, assignee, etc. of the operations covered by this Agreement or any party thereof, and agrees that it will require as a condition of sale, transfer, lease or assignment of the operation or any part thereof, that the purchaser, transferee, lessee or assignee shall assume all of the obligations of this Agreement and shall execute a copy thereof. Such notice shall be in writing with a copy to the Union not less than thirty (30) days prior to the effective date of sale or transfer. No part of the work or operations covered by this Agreement shall be sublet, transferred or in any other manner disposed of without at least thirty (30) days advance written notice to the Union, and opportunity for the Union to discuss the proposed action with the Employer.

If the minimum wage, hour and working conditions in the Company sold, leased, transferred, etc., differs from those minimums set forth in this Agreement, the higher of the two shall remain in effect for the employees involved.

#### **ARTICLE 5. SHOP STEWARDS**

The Employer recognizes the right of the Union to designate stewards and Alternates from the Employer's seniority list if needed. An Alternate can act only in the absence of a designated Steward.

The authority of Shop Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate Local Union action;
3. 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
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to repair, or drive any equipment, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of Shop Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The shop Steward will be permitted reasonable time to investigate, present, and process grievances within the regular schedule of the shop Steward, provided there is no interference with school bus runs, or with the proper performance of the duties of the employees in participating in all meetings with the company over the resolution of grievances or other company business. The Shop Steward shall not suffer a loss in work opportunity and/or pay due to meetings or hearings scheduled by the company.

No Shop Steward shall make any decision with the Employer, which conflicts with the terms and provisions of the Contract.

The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

## **ARTICLE 6. MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, other benefits or forms of compensation and general working conditions shall be maintained at not less than the highest standards in effect at the time at that location of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement, or have been negotiated for adequate replacement. The parties recognize that locally negotiated economic provisions and local terms and conditions of employment may be altered by written agreement and ratification of the local bargaining parties subject to Article 2, Scope of the Agreement.

Each party acknowledges that it has had the full opportunity to bargain over the employees' terms and conditions of employment. Changes to any other terms and conditions of employment not addressed in this Agreement, may only be changed by mutual consent of the Parties.

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors, such as clerical or typographical errors, made by the Employer or the Union in applying the terms and conditions of this Agreement. In no event shall it apply to errors, the correction of which may be substantive or where the Union and Company disagree that an error was made. If the Union or the Employer are at an impasse, both parties may use the grievance procedure, if need be, as outlined in the Agreement.

## **ARTICLE 7. PROTECTION OF RIGHTS**

The Employer shall not enter into any agreement or contract with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or Contract shall be null and void. All employees shall work in accordance with this Agreement. The Employer recognizes and acknowledges this Agreement.

**Picket Lines:** It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place(s) of business, or refuses to go through a picket line due to concerns for his or her safety, or the safety of his/her passengers. 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 non-Teamster picket or a non-Teamster 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 provided such employees are not required to cross a picket line.

**Struck Work:** It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action or shall such employee be permanently replaced if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees for the Employer or person on strike.

## **ARTICLE 8. ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours after presenting themselves to the facility manager or supervisor to investigate working conditions, collect dues, and inspect all time cards, log books and other payroll records of the Employer, for the purpose of determining whether or not the terms of this Agreement are being complied with. The

Employer will make such records available within seven (7) days of the Union's request and will provide a suitable bulletin board exclusively for the Union's use in a conspicuous place for posting of information and interest to the members of the Union. The Union representatives agree to follow the Company's prescribed safety and security regulations while on the Company's premises.

## **ARTICLE 9. COMPENSATION CLAIMS**

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all employees even though not required by state law or the equivalent thereof, if the injury arose out of or in the course of employment.

When an employee is injured on the job, the employee shall be guaranteed a day's pay for the day injured, provided he is instructed to cease work as a result of the injury by the Employer or his physician. An employee returning from a work-related injury shall provide the Company with 24 hours' notice (i.e., 1 business day) of his/her full medical release to return to duty. Upon such notice and if the employee is fully licensed and certified to drive, the Employee shall be returned to work in paid status pursuant to the terms of the local agreement.

The Company shall notify the Local Union within three (3) days of all worker's compensation injuries and/or claims.

## **ARTICLE 10. MILITARY CLAUSE**

The parties hereto agree that the Employer shall comply with USERRA, as amended, the Reserve Forces Act of 1995, and amendments thereto.

## **ARTICLE 11. DISCIPLINE AND DISCHARGE**

The Employer shall not discipline, suspend or discharge any employee without just cause. In any case of discipline including discharge or suspension, the Company shall promptly notify the employee in writing of the discipline, discharge or suspension and the reason thereof on the effective date. A copy of such written notice shall be given to the Shop Steward (or its designee) that day.

The Employer recognizes that discipline shall be reasonable and that progressive discipline shall be used to educate an employee to follow the rules and to perform his/her job properly. Progressive discipline includes warnings, suspension, and termination. However, under severe circumstances, progressive discipline may not be required so long as just cause is shown.

A warning notice as herein provided shall not remain in effect for more than nine (9) months from the date of the occurrence upon which such warning notice is based, except in the case of serious, on-duty preventable accidents, which may be considered for a reasonable period of time, and shall not include minor issues.

A discharged employee must be paid in full for all wages owed him by the Employer within five (5) days from the date of discharge unless the applicable law requires such payment to be sooner.

All employees shall receive their normal pay and benefits during the course of any investigation by the Employer, which may lead to the imposition of discipline.

The Company shall advise employees of their right to union representation whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews. If a steward is unavailable, the employee may designate a bargaining unit member who is available at the terminal at the time of the meeting to represent him/her. Meetings or interviews shall not begin until the steward or designated bargaining unit member is present.

Use of Video or Audio: The parties agree that all vehicles may be equipped with video and/or audio equipment. The Company will not randomly review audio, video data or other electronic monitoring devices for the purposes of seeking out policy violations. This shall not however preclude the Company from reviewing video as a part of a verifiable investigation in response to an incident, accident, complaint or other directly observed issue. Further, arbitrary use of such equipment shall be subject to the grievance and arbitration procedure.

## **CUSTOMER REMOVAL:**

If the Company is required to remove a driver from a route at the School District's request, 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 driver, the Company will meet with the Union to discuss the status of the driver. The Union will be given a copy of the directive requiring the removal of the driver 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. The Company will make every effort to place the employee in substantially equivalent work and earnings within the bargaining unit serviced by this Local Union or at another of the company's locations for which the driver is qualified, either of which should be in the geographic area of the Local Union or in another mutually agreeable location. If the School District does not provide a directive requiring removal of an employee in writing, First Student will, in writing, provide the Union and the employee with a description of the directive. 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 or behavioral problems.

## **ARTICLE 12. NON-DISCRIMINATION CLAUSE**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, gender, gender identity, sex, national origin, sexual preference or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color religion, sex, national origin, sexual preference, or age. Nothing in this agreement shall be interpreted to deny any employee her/his ability to raise statutory discrimination claims through applicable court or administrative proceedings.

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 lawful activity and/or support of the Union.

## **ARTICLE 13. ANTI-HARASSMENT**

It is the understanding of the parties, that there shall be no harassment by any person, management or Union employee, whether or not it is sexual in nature or any other form.

## **ARTICLE 14. ABSENCE FOR UNION BUSINESS**

The Employer agrees to grant the necessary 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 that written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended by mutual agreement for like periods, or as provided elsewhere in this contract. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to between the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and job for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

## **ARTICLE 15. UNIFORMS**

The Employer agrees that if any employee is required to wear any kind of uniform or safety vest as a condition of his

continued employment, such uniforms or safety vests shall be furnished by the Employer, free of charge at the standard required by the Employer. Such uniforms and safety vests shall be replaced or repaired if worn or faded, as necessary. Employees shall be entitled to display reasonable Teamster union insignia (buttons/pins) on their apparel at their own expense.

## **ARTICLE 16. PASSENGERS**

Drivers, monitors and aides shall be entitled to have their own minor children accompany them on their routes provided they are older than one year and heavier than twenty (20) pounds and further provided that the customer does not affirmatively prohibit such ridership. The Company will not seek to obtain restrictions on such ridership.

No driver shall knowingly permit any unauthorized passengers on any Company vehicle at any time.

## **ARTICLE 17. LOSS OR DAMAGE**

Employees shall not be disciplined for loss or damage unless just cause is shown. No employee may be charged for loss or damage to equipment under any circumstances.

## **ARTICLE 18. COURT APPEARANCES**

When an employee is required by the Company or subpoena 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 in full by the Employer for all earning opportunity lost because of such appearance, provided the employee is not charged and convicted of criminal negligence. Absences under this article will not be counted against an employee for any purposes. This section shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours.

## **ARTICLE 19. DAILY MAINTENANCE OF BUS**

**Maintenance of Buses:** In the event that the Employer requires employees to clean their buses, the Employer will provide the necessary cleaning products including paper towels, sanitizer, window cleaner, and trash bags needed. Employees shall not be required to clean or handle blood, bodily waste or fluids, chemicals or other hazardous substances—unless provided proper equipment and training. Drivers may upon returning to the yard be required to physically walk to the rear of the bus and place a "no children on board" placard in the rear window of the bus.

Employees will be paid for all time spent cleaning, checking, inspecting and sanitizing buses. The employer agrees to continue the practice of including in the standard hours time each day for the purpose of drivers' cleaning and maintaining the inside of their buses.

## **ARTICLE 20. SAFETY**

The Company shall pay any fine for a citation issued to any driver for an equipment violation that is not the driver's fault on a company vehicle.

Upon notification by the Local Union, the Company will consider requests to change the governor on buses on a case-by-case basis.

## **ARTICLE 21. JURISDICTIONAL DISPUTES**

In the event that any dispute shall arise between any Local Union parties to this Agreement, or between any Local Union party to this Agreement and any other Union, relating to jurisdiction over employees or operations covered by this Agreement, the Employer agrees to accept and comply with the decision or settlement of the Unions or Union tribunals which have the authority to determine such dispute. The parties do not intend by this paragraph to take away the Employer's right to designate the home domicile of its employees.

## **ARTICLE 22. BULLETIN BOARDS**

The Employer agrees to provide suitable space for a secure, glass enclosed Union bulletin board in each garage, terminal or place of work. There shall be mutual agreement on the place to hang the Union bulletin board. Postings by the Union on such bulletin boards are to be confined to official business of the Union and Union information for the members in the bargaining unit.

## **ARTICLE 23. PERSONAL IDENTIFICATION**

If the Employer requires employees to carry personal identification, the cost of such personal identification shall be borne by the Employer, including replacement costs.

## **ARTICLE 24. PERSONNEL FILES**

The Company shall maintain a single personnel file for each employee. Upon a reasonable request by an employee, authorization will be granted for the employee at a time convenient to the employee and to the Company to examine his/her personnel file in the presence of a Union Steward or Union Representative. Upon inspection, an employee shall be supplied with a reasonable number of copies of any documents in his/her file. Upon review of personnel records by the employee, an item not comprehensible to the employee will be explained. After such review, a written acknowledgement by the employee of such review will be placed in the personnel file.

Employees shall be entitled to place a letter of rebuttal to any document placed in their file.

Documents shall be presented to employees before being placed in their personnel file.

The Company shall maintain files in accordance with applicable law for all matters pertaining to a particular employee, which shall be accessible to the employee.

The Company will not release any information in an employee's personnel file to outside sources other than date of employment unless legally required to do so or if authorized in writing by the employee.

This article shall not be construed to deprive or diminish the Union's right to information that is necessary and relevant to carrying out its duties as the exclusive bargaining representative.

## **ARTICLE 25. DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Any equipment, which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property.

Employees shall not be required to exceed the stated capacity of any vehicle.

The employer shall provide fire extinguishers, flares, working radio, breakdown kits, and first aid kits including biohazard protective materials.

**Parking Lot/Yard Safety:** The Employer shall provide proper lighting and maintenance to all areas as well as clean and sanitary restrooms with functioning hot and cold water sink faucets. The Employer shall endeavor to provide safe, maintained lots and ice-free walkways at all locations. The Employer's requirements stated above shall not apply to remote or satellite parking areas where the Company does not maintain a management-staffed structure. It is not the intent of the company to eliminate existing locations and create new satellite parking areas to circumvent this clause. The Company will discuss plans to utilize new satellite parking areas with the local union prior to implementation.

The Company agrees to meet with the Union upon request regarding proper lot maintenance concerns. All meeting requests made by the Union shall be honored as soon as possible but no later than two (2) business days of making such request. Within two (2) business days of such meeting, if the Company determines that the Union has established an unsafe condition, the Company will notify the Union how and when the demonstrated safety issue will be addressed. No employee shall be disciplined for failing to perform scheduled work assignments due to the Company's demonstrated failure to provide a safe work area.

**Right to File a Complaint:** The Employer may not discharge or discipline or discriminate against any employee regarding because the employee, or another person at the employee's request, has filed a complaint or begun a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard, or has testified or will testify in such a proceeding, or if the employer perceives that the employee has filed or is about to file a complaint or has begun or is about to begin a proceeding related to a violation of a commercial motor vehicle safety or security regulation,

standard, or order, or occupational safety and health regulation or standard. Before making a third-party complaint, the Union must make a good-faith effort to report the matter to the Company and allow the Company a reasonable amount of time, not to exceed five (5) working days to remedy the matter.

Additional Training: Employees will be trained on an annual basis on the proper cleaning, handling and disposal of bodily fluids or human waste. Employees required to handle bodily fluids or human waste shall be issued personal protective equipment to ensure their well-being.

## **ARTICLE 26. UPGRADING**

Bargaining unit employees will be upgraded (familiarization on larger equipment) on a voluntary basis and such training time will be paid for by the Employer. Upgrading will be processed in the following manner:

- a. There will be a sign-up list for those employees who desire to be upgraded at the initial bid period prior to the start of school.
- b. The number of employees to be upgraded will be determined by the Employer. Employees will be upgraded based on seniority provided they are qualified by: driving record, attendance and physical condition (within previous twelve (12) months). The Employer will notify the employee and the Union of the disqualification of any employee who has applied, subject to review through the grievance procedure, if needed.
- c. The Employer will schedule upgrading sessions whenever appropriate and employees will be trained in seniority order. If the employee does not attend a scheduled session at his home terminal, unless impossible to do so, his name will be removed from the upgrading list. Employees will be given one (1) week's notice of a training session.
- d. Employees will be allowed forty (40) hours for any upgrading training at the non-revenue rate of pay.

## **ARTICLE 27. DRUG AND ALCOHOL POLICY**

In acknowledgement of the nature of the Employer's operation and the very special and overriding safety considerations, the parties have adopted formal provisions for fitness for duty drug and alcohol screening. Such provision is included in Appendix B which is attached hereto and is expressly made part of this Agreement.

The parties further agree to adhere to all DOT rules and regulations concerning drug testing methodologies and requirements. Should the DOT mandate changes in drug testing mandates and procedures, the parties shall meet to ensure compliance with the changes.

## **ARTICLE 28. LAYOFF**

The Employer will give all employees and the Local Union at least five (5) working days' notice of permanent layoff for lack of work or pay in lieu thereof. These provisions shall not apply when a layoff is caused by reasons beyond the control of the Employer, such as an act of God, or Customer, or School District cancellations without warning. This does not limit any greater notice required by any federal or state law.

## **ARTICLE 29. TRANSFER RIGHTS**

The Union and the Employer agree that any time an employee covered by this Agreement is assigned for the Employer's convenience to a lower paying classification, said employee shall continue to be compensated at employee's normal hourly rate. The Employer and Union further agree that when an employee covered by this Agreement successfully and voluntarily bids into a lower paying job classification, the employee shall be compensated at the regular hourly rate for that job classification. The Union and Employer agree that when an employee is assigned to a higher pay classification the employee will be paid at the higher rate.

Any employee temporarily assigned to work at different location will be paid at his/her home pay rate, or the assigned location's pay rate, whichever is higher.

## **ARTICLE 30. SENIORITY**

Seniority shall prevail at all times. Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the terminal (or terminals) within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement. Where the current practice of a Master Seniority List exists, it will continue in effect for the duration of this Agreement. Seniority provisions set forth in local agreements or addenda shall prevail over inconsistent provisions set forth herein.

**Loss of Seniority:** Seniority shall be broken only by:

1. Discharge;
2. Voluntary Quit;
3. Failure to respond to a notice of recall for regular work for seven (7) consecutive days after receiving notice, or by mutual agreement;
4. Unauthorized leave of absence;
5. Unauthorized failure to report for work for three (3) consecutive days when working and on a seniority list;
6. If an employee has not worked for the Employer for twenty-four (24) continuous months.

7. An employee who is absent due to a work-related injury or illness shall not suffer a break in seniority, provided the employee returns to work thirty (30) days after being medically cleared.

**Maintenance of Seniority:** No employee shall lose his seniority rights if he performs all things required of him under the conditions set forth in this Agreement, or:

1. If he is laid off except as provided herein;
2. If he is sick or recuperating from some illness or accident except as provided herein;
3. If he is on a bona fide leave of absence but must remain in good standing with the Union by the payment of the current dues, also if the leave of absence has not exceeded twelve (12) months.

**Transfer of Seniority:** If an employee has been approved for transfer to a location within the jurisdiction of a different Local Union he shall maintain his years of service with the company for the purpose of any wage and benefit provisions/progressions. Any employee who has been approved for transfer into a different location shall have his/her seniority end-tailed for any and all bidding purposes.

### **ARTICLE 31. SENIORITY LIST**

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 furnished to the Union for Union files. The Union copy will show names addresses and phone numbers of each employee. Claims for corrections to such seniority list must be made to the Employer and the Union within thirty (30) days after the allegedly inaccurate posting is initially made.

### **ARTICLE 32. JURY DUTY**

Any regular seniority employee who is called for jury duty shall be paid his regular rate of pay for all days the employee serves on the jury for up to three weeks per year. The Employer agrees to pay such amount upon presentation of proof by the employee. The Employer may deduct from the jury duty pay amounts received by the employee from the government for jury duty. Due to the critical nature of the service provided by the employees, and the likelihood that suitable replacements may not be available, the employee and Company will jointly cooperate to limit any potential disruption as a result of jury duty.

### **ARTICLE 33. EXCLUSIVE AGREEMENT**

This is the exclusive National Agreement between these parties with all prior national agreements becoming void on the effective date of this Agreement. This Agreement includes all addenda and Letters of Agreement executed simultaneously herewith and subsequent hereto provided. Some are signed or

initialed by both parties and those Addenda will be part and parcel of this Agreement. However, nothing in this agreement shall result in the reduction of pay or benefits to employees in the bargaining unit.

### **ARTICLE 34. UNIT WORK**

No person outside of the Bargaining Unit shall be permitted to perform work normally performed by a member of the Bargaining Unit except in the absence of sufficient numbers of Bargaining Unit Employees, or in a recognized emergency. The Employer will not subcontract, lease or diminish bargaining unit work opportunities. The Employer shall hire additional bargaining unit employees when the amount of work justifies such hiring.

#### **A. PURPOSE: NON-CDL WORK**

In order for the Company, the Union and the Employees to benefit from expanding school bus operations and to foster the creation of additional union jobs and additional employee job security, the Union and the Company agree to a new sub-category of student transportation driver, who will not be required to hold a Commercial Driver's License and/or other credentials necessary to operate a school bus ("non-CDL driver").

#### **B. NON-CDL DRIVER WORK AND LIMITATIONS**

Bargaining unit work shall include non-CDL work assignments. Non-CDL drivers will not be used to reduce the existing number of routes and/or regular drivers. Other than on a temporary basis, any changes to existing CDL-operated routes to non-CDL driver-operated routes shall only be made at the request of a school district or client. Proof of such request will be provided to the Union upon request of the Union. If a CDL driver is asked by the Company, or is required by the Company to perform non-CDL work, the driver shall receive his/her regular CDL driver rate of pay.

#### **C. NON-CDL DRIVER TERMS AND CONDITIONS OF EMPLOYMENT**

The parties agree that pursuant to Article 2, Section 1 of the National Master First Student Agreement, the non-CDL drivers' specific wage rates, benefits and seniority provisions will be negotiated locally. However, in no event will a non-CDL driver's pay rate be equal to, or higher than that of an entry-level CDL driver's pay rate.

#### **D. LAY OFFS, BUMPING RIGHTS AND TEMPORARY ASSIGNMENTS**

In the event that the Company lays off CDL drivers, CDL drivers who are laid off will have the right to voluntarily bump the least senior non-CDL drivers. A CDL driver exercising his/her bumping rights will retain his/her layoff and recall rights and will be paid the non-CDL driver rate of pay while

driving a vehicle that does not require a CDL. The Company will not contest unemployment benefits for a CDL driver who declines to bump a non-CDL driver.

If a CDL driver is temporarily unable to retain a CDL/School Bus Credential for medical reasons and still meets the requirements for a regular Class C license, then the driver will be offered work as a non-CDL driver, if an opening exists, at the non-CDL rate of pay for a period not to exceed three (3) months. This provision does not apply to CDL drivers who have been permanently removed from all routes by the customer, or who have failed to timely renew their credentials.

#### **E. EXISTING NON-CDL DRIVERS**

Non-CDL drivers, who have been driving non-CDL required vehicles shall maintain their existing rates of pay, benefits, and seniority rights, including applicable layoff protections, and shall not be affected by this MOU.

#### **F. COMMITMENT TO TRAINING**

It is the expectation of the parties that non-CDL drivers shall be offered free CDL training while working as non-CDL drivers. Furthermore, upon successfully obtaining a CDL, non-CDL drivers will be given priority in obtaining available open CDL driver positions.

#### **G. JNGRC**

The Company's utilization of Non-CDL drivers will be subject to review and revision by the Joint National Grievance Review Committee, as necessary.

### **ARTICLE 35. SUMMER RECESS**

The Company will support the application for unemployment insurance sought by employees who are not working during the summer recess. In localities where summer recess unemployment insurance is not available, the local parties may bargain over the terms of incentivizing employees to return after the summer recess ends. Requests to bargain over this subject will not be unreasonably denied.

### **ARTICLE 36. POSITIVE RELATIONS COMMITTEE**

The parties will endeavor to work together constructively to develop a positive labor-management relationship that supports the long term needs of the Employer, the Union and the employees. It is our goal to demonstrate that labor-management collaboration can produce market-leading competitive performance and a superior workplace for employees. In this spirit, the parties agree to conduct communications in a manner which is respectful of the other party. The parties are committed to a relationship based on a

proactive communications designed to minimize conflict and address the legitimate concerns of both parties.

To this end, the parties agree to establish a cooperation committee composed of equal representation to meet periodically in order to review and discuss issues of mutual importance and to resolve disputes. It is the intent and desire of the parties that such committee will function to minimize disputes and disagreements. The committee will meet to:

1. consider cooperative efforts to promote harmony and efficiency among employees, the general welfare of the company and the safety in operations;
2. explore the potential for engaging in common legislative activities and communications with federal, state, and local government entities;
3. explore joint approaches to achieving union and company organizational effectiveness and securing new and existing work opportunities;
4. promote employee training initiatives to maintain a safe and productive workforce;
5. to encourage cooperation to promote innovation, quality of service and continued growth;
6. explore joint opportunities for recruiting and hiring bus drivers, mechanics and monitors; and
7. the Union agrees, where circumstances allow, to fully support First Student as the bus contractor of choice; and
8. upon request, the International Union will use its best efforts to provide the Employer with a copy of the current CBA and seniority lists at Teamster-represented locations where the Employer has expressed an interest in submitting a bid to secure a new business opportunity.

One Union member of the JNGRC shall be invited to participate in management training related to the topic of improving labor relations. The Company will provide the Union with not less than thirty (30) days notice of its next scheduled training.

### **ARTICLE 37. WORK RULES/POLICIES**

The Company agrees it shall provide the Union advance notice of new rules/policies, including the employee handbook and changes to existing work rules/policies and the Union shall be provided an adequate opportunity to substantively confer prior to implementation.

It is understood all rules/policies will be reasonable and the Union has the right to challenge the substance and reasonableness of the changes and the implementation thereof through arbitration or other appropriate legal processes.

The Company also agrees the provisions of this collective bargaining agreement and any supplements or addenda hereto supersede and control over any inconsistent provisions in any Company handbooks, rulebooks or policies.

### **ARTICLE 38. FAMILY AND MEDICAL LEAVE**

Employees who have worked for the employer for a minimum of seven hundred (700) hours within any twelve (12) month period are eligible for unpaid leave of the type set

forth in the Family and Medical Leave Act of 1993 and any relating state law that applies.

Eligible employees are entitled to at least twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child in foster care;
2. To care for a spouse, child or parent of the employee due to serious health condition;
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain any health insurance coverage during the period of the leave.

The employee is required to provide the Employer with at least thirty (30) days advance notice before leave under this Article begins, if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second opinion, at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding.

As a condition of returning to work, an employee who has taken leave due to his/her serious health condition must be medically qualified to perform the functions of his/her job. An employee returning from approved and documented FMLA leave shall provide the Company with 24 hours' notice (i.e., 1 business day) of his/her full medical release to return to duty. Upon such notice and if the employee is fully licensed and certified to drive, the employee shall be returned to work in paid status pursuant to the terms of the local agreement.

In cases where employees fail to return to work, the provisions of the applicable supplemental agreement will apply.

It is specifically understood that an employee will not be required to repay any of the employer contributions for his/her health insurance during leave but shall be responsible for his/her employee contributions during this absence. No employee will be disciplined for requesting or taking the leave under this Article.

Disputes arising under this provision shall be subject to the grievance procedure. The provisions of this Section shall not supersede any state or local law which provides for greater employee rights.

### **ARTICLE 39. HOURS OF WORK AND OVERTIME**

Hours of work and overtime shall be negotiated at the local level. An employee shall start a shift at the time designated by the Company, shall be paid for all time spent in the service of the Employer as directed by the Employer.

A location's time keeping methods shall be subject to periodic audits at the request of the Local Union.

### **ARTICLE 40. EXAMINATIONS**

When directed by the Employer, all examinations shall be paid for by the Employer. In the event that an employee is removed from work to take such examination and is later determined to be fit for work, the employee will be made whole by the Employer.

If a dispute develops between the Employer and the Union as to whether or not the employee is physically qualified to work, the Union and the Employer shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Employer, except when the employee chooses to use his own doctor. The only amount the Employer will be obligated to pay in such instance is the amount that is charged by the Company doctor for service.

Whenever there is an issue regarding any employee's physical well-being and a doctor needs to be used to evaluate him for any reason, the Union will be notified prior to any employee being forced to see a doctor. The Employer also agrees to provide *Weingarten* rights and access to a steward to any employee in conforming to this Article.

### **ARTICLE 41. BACKGROUND CHECKS**

The Company shall perform criminal and driving background checks prior to the hiring of the employee. It is understood that during the tenure of the employee's employment he/she will be subject to subsequent background checks which shall be limited to criminal and driving records. No credit information will be used against the employee. An employee who is returning for work after an absence and is ready, willing and able to work shall not sustain an economic loss due to any delay as a result of completing the background check. Employees will comply with reasonable background check procedures.

### **ARTICLE 42. JOINT NATIONAL GRIEVANCE REVIEW COMMITTEE**

The parties hereto have created a joint national grievance review committee (JNGRC) to consider and resolve disputes involving issues of national or regional significance including but not limited to company policies like the Freedom of Association policy, which is herein incorporated by reference and attached as Appendix C. The purpose of the committee is to review such disputes prior to the submission of the matter to the final authority for resolution (whether an arbitrator or a panel) set forth in the local agreement out of which the dispute arises or this National Agreement.

1. **Composition of the JNGRC.** The joint national grievance review committee will consist of an equal number, but no more than four (4), representatives from each party. Each side shall have a designated co-chair. The co-chairs shall preside over any meeting or hearing of the committee. Outside lawyers shall not be permitted to serve on the JNGRC.

## ARTICLE 43. NO STRIKE/NO LOCKOUT

2. **Frequency of meeting.** The committee shall meet quarterly or more frequently at the committee co-chairs' discretion.

3. **Docket.** Both co-chairs must agree that a particular grievance is appropriate for review by the committee. Determination of whether a matter is appropriate for consideration by the JNGRC is exclusively within the discretion of the co-chairs acting jointly. The co-chairs shall jointly prepare a docket of cases to be considered.

4. **Authority of the JNGRC.** The JNGRC shall function with the same authority as a neutral arbitrator or mediator. The JNGRC shall have the authority to issue final and binding decisions. If the JNGRC deadlocks on a case or rejects consideration of a case, the matter shall be referred back to the parties for final disposition under the provisions of the local agreement. Unresolved disputes arising from the National Agreement shall be submitted to final and binding arbitration upon written notice from either party.

5. **Conduct of the meeting of the JNGRC.** The JNGRC shall establish its own rules of procedure within one hundred twenty (120) days of the ratification of the National Agreement that are not inconsistent with this agreement. The procedure shall be designed to be user friendly and intended to permit discussion of the merits of the dispute. There shall be no court reporter or stenographer present for the JNGRC proceedings unless mutually agreed to by the parties. Briefs and Statements made by the committee members or any guest, witness or presenter during the course of JNGRC proceedings shall not be used in any subsequent legal or arbitration proceedings. It is intended that this will promote a full and free discussion of the dispute at issue. Presentation of cases to the JNGRC shall be made by means of briefs prepared by the Local Union and Local Company Manager. Such briefs shall include a short factual recitation, relevant exhibits, and proffers of witness testimony when necessary. Live presentations to the JNGRC are disfavored. Ordinarily, decisions of the JNGRC will be issued within 24 hours of reviewing the case. If a decision, however, is not rendered within 30 days of being heard by the JNGRC, then such matter shall be automatically considered deadlocked unless agreed to otherwise by the co-chairs.

6. **Deadlock Procedure.** In situations where the National Joint Grievance Review Committee deadlocks and provisions of the National Master, FOA or other company policies, are central to the dispute (Articles 1 through 49), such dispute shall be submitted to a mutually agreeable neutral arbitrator for final and binding resolution. If the parties are unable to agree upon an arbitrator, they shall request a panel from the FMCS (National Academy members only) from the Washington D.C. area. The dispute resolution machinery contained in local riders, addenda or supplements do not have authority to interpret the provisions of the National Master (Articles 1 through 49) without the consent of the Employer and the National Union Committee.

As a corollary to the local dispute resolution procedures operating in conjunction with the National Grievance Review Committee, and unless specifically set forth otherwise in this Agreement or any Supplements or Riders hereto, the Local Union agrees that it shall not call, institute, or authorize any strikes, walkouts, sitdowns, slowdowns or other concerted refusals to work, and the Employer will not lock out, over any matter that can be resolved through the contractual grievance procedures during the life of this Agreement. Subject to Article 2, this provision applies only during the time period during which both this National Agreement and the applicable local rider/supplement are simultaneously in full force and effect.

In addition, for the life of the National Master portion of this agreement (Articles 1 through 49) no nationwide strikes, walkouts, sitdowns, slowdowns or other concerted refusals to work shall be authorized.

## ARTICLE 44. DIRECT DEPOSIT

If the employee requests, the Employer shall directly deposit the employee's regular paycheck into the employee's bank account on or prior to the regular payday. No employee shall be compelled to use direct deposit.

## ARTICLE 45. MISCELLANEOUS BENEFIT PROVISIONS

**Overnight Lodging:** The Employer shall provide clean and safe overnight lodging and reasonable transportation for after-hours use while employees are assigned to locations other than their home location. Absent agreement, drivers shall not be required to chaperone passengers outside the bus. Drivers shall not be compelled to share a hotel room. The Employer shall make lodging and transportation arrangements in advance.

**Per Diem:** The Company will use its best effort to provide each employee his/her locally negotiated per diem prior to leaving for a trip.

**Qualification Expenses:** The Company agrees to pay for required criminal and driver record checks.

**Expenses:** No employee shall be required to front any lodging, fuel, or repair expenses. The Employer shall reimburse all drivers for telephone calls and expenses incurred having a direct relation to operations. Expense reimbursement shall be paid no later than the next pay period following the submission of receipts.

**Pay Checks:** Any payroll discrepancy of \$30 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 check or with the consent of the employee, by paycard. Payroll discrepancy of less than \$30 will be corrected in the following week's paycheck.

Disputes over the Company's adherence of this provision are subject to review by the Joint National Grievance Review

Committee for consideration of appropriate penalties or damages, if any.

**Flu Shots:** The Company shall make flu shots available to all bargaining unit personnel at no cost to the employee.

**Pension/ 401K:** Subject to local agreement, the bargaining unit will be eligible to participate in either the Company's 401K plan or a Teamster 401K plan in accordance with the rules and regulations established in each plan. The Company's matching contribution shall be paid to either plan.

#### **ARTICLE 46. GENDER CLAUSE**

Whenever the term "he" or "she" is used throughout this Agreement, it shall be construed and interpreted as pertaining to both genders, male and female, or gender non-specific individuals.

#### **ARTICLE 47. HEALTH CARE/PREVENTATIVE CARE**

In consideration of the parties' mutual interest in promoting affordable healthcare for bargaining unit members, and with the realization of the current uncertainty in the healthcare laws, the parties, upon ratification, shall create and maintain a joint "Healthcare Committee" tasked with the responsibility of optimizing healthcare coverage for the membership.

This Committee shall consist of an equal number of members from the parties and each side shall appoint its own members. Each side may have up to three (3) representatives.

Unless waived by written agreement by both parties, the Committee shall meet no fewer than four (4) times per year, or more frequently if necessary. The results and/or resolutions of the Committee shall be binding on the parties, and shall be subject to enforcement under the Agreement's Grievance and Arbitration provisions.

Issues to be addressed by the Committee, shall include, but not be limited to: healthcare options under the ACA, or other applicable laws; guidance on state health insurance exchanges; wellness and weight management programs; and smoking cessation programs.

If, during the duration of this Agreement, the Affordable Care Act is determined to be applicable to part-time employees covered in this Agreement, the parties shall review existing plans and if necessary, be tasked with creating and/or locating new or modified plans.

Nothing contained in this paragraph shall be deemed to change or alter any program of health care benefits being offered to any employee or group of employees covered by this CBA.

The Healthcare Committee, created herein, shall be tasked with:

- Where mutually beneficial, the Parties agree to lobby on behalf of the student transportation industry and school bus drivers to avoid unnecessary and over-reaching regulations that lack applicability to the school bus industry

- Seek mutually-beneficial and cost-effective screening and treatment options for employees, including discounted pricing, payment plans, and less intrusive alternatives.
- The Company will present a report on these issues to the Committee at each quarterly meeting.

#### **ARTICLE 48. SEPARABILITY AND SAVINGS CLAUSE**

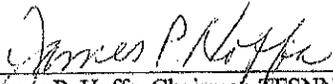
**Separability:** Any part of this Agreement which conflicts with applicable City, State, or Federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provision. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant hereto.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. It is the intent of this agreement that the parties arrive at substitute language that effectuates to the extent legally possible, the original intent of the invalid provision(s). If the parties are unable to arrive at mutually agreeable substitute language, the matter shall be referred to a neutral arbitrator who shall resolve the dispute.

#### **ARTICLE 49. TERMINATION**

This Agreement shall take effect on and be retroactive from the first day of April 1, 2020, and shall remain in full force and effect until March 31, 2021, and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change, amend, or terminate this Agreement. Subject to Article 2, Scope of Agreement, Section 1 of this Agreement, Locally negotiated supplements, agreements, riders, and addenda that have an earlier expiration date shall operate as a full economic reopener upon expiration and the parties shall retain their ability to use their economic weapons in support of their bargaining positions.

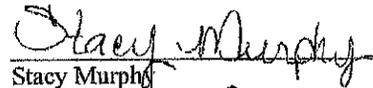
For the employees:

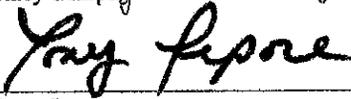
  
James P. Hoffa, Chairman TFSNNC

  
Rick E. Middleton, Co-Chair

  
Jim Glinco

  
Jim Shurling

  
Stacy Murphy

  
Tony Lepore

  
Matt Condron

For the employer:

  
Paul G. Osland, President

  
Tom Secrest, SVP, HR & Labor Relations



## FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) DRUG & ALCOHOL POLICY



FirstGroup America is dedicated to providing safe, dependable, and economical transportation services to its patrons. FirstGroup America employees are a valuable resource and it is also our goal to provide a safe, healthy and satisfying working environment for our employees. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

This Substance Abuse Policy implements a drug and alcohol testing program for all safety-sensitive employees. Each employee shall be provided a signed copy of the adopted policy. *Policy items implemented under the authority of FirstGroup America are italicized throughout this policy.* All other policy items are implemented under the authority of the US DOT and/or the Federal Transit Administration.

*Per FirstGroup America authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

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## A Zero Tolerance Company

### 1. Purpose

The purpose of this policy is to assure worker fitness for duty and to protect FirstGroup America employees, customers, and the public from the safety and health risks posed by the misuse of alcohol and use of prohibited drugs. This policy is intended to comply with all applicable federal, state, and local legislation and regulations governing workplace anti-drug use and alcohol misuse. These include DOT 49 CFR Part 40; 49 CFR Part 382 as well as the Company zero tolerance policy. This policy incorporates the requirements of the above regulations for safety-sensitive and non-safety sensitive employees.

Reporting to work in an impaired or unfit condition because of the use or consumption of controlled substances or alcohol is strictly prohibited. Any employee who uses, possesses, or is involved in the sale or purchase of any prohibited drugs, while on Company premises, conducting Company business or operating Company equipment is considered to be in violation of Company policy.

If any conflict occurs between state and local laws and any requirement of the above-mentioned Federal regulations, the Federal regulations prevail. However, Federal regulations do not pre-empt provisions of State criminal laws that impose sanctions for reckless conduct attributed to prohibited drug use or alcohol misuse, whether the provisions apply specifically to transportation employees, employers, or the public in general.

### 2. Covered Employees

As a condition of employment, all employees are required to submit to drug and alcohol testing as allowed by law. Testing of those in Safety Sensitive positions shall be in accordance with 49 CFR Part 382.

#### Safety Sensitive

As defined by the FMCSA, safety-sensitive employees include those who operate a commercial motor vehicle (CMV) in commerce. This includes drivers, mechanics, and dispatchers if they may be required to drive a CMV at any time. An employee is considered to be performing a safety-sensitive function when:

- Driving or required to be ready to drive
- Waiting to be dispatched
- Inspecting, repairing, securing assistance, loading or unloading the CMV

#### Non-Safety Sensitive Employees

*Employees in non-safety sensitive positions are subject to the Company's drug and alcohol testing program pursuant to an applicable Collective Bargaining Agreement or State law. All employees not subject to federal drug and alcohol testing will be subject to testing under the Company policy. The same guidelines will be used for non-safety-sensitive testing.*

### 3. Prohibited Substances

In accordance with US DOT 49 CFR Parts 382 and 40, the following are prohibited substances:

- Cocaine
- ~~Opiates (e.g., heroin, codeine)~~

- Phencyclidine (PCP)
- Cannabinoids (Marijuana)
- Amphetamines (includes methamphetamine and MDMA- Ecstasy)
- Opioids (includes Codeine, 6-Acetylmorphine, Morphine, Heroin, Hydrocodone, Hydromorphone, Oxycodone, and Oxymorphone)
- Alcohol Misuse as defined in Section 26, below.

#### **4. Prescription and Over the Counter Medications**

The appropriate use of legally prescribed drugs and non-prescription medications are not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, before performing safety sensitive duties.

A verified positive drug test result whether for illegal substances, illegal use of prescriptions, or misuse of prescriptions will result in disciplinary action up to and including termination. A prescription is considered valid only if it indicates the employee's name, date, the name of the substance, quantity or amount to be taken, and the period of authorization. It is a violation of this policy to use any controlled substance in a manner that is inconsistent with the prescription.

The misuse or abuse of legally prescribed drugs is prohibited; this includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs.

*FirstGroup America requires employees to inform their supervisor of over the counter or prescription medications that may potentially impair performance before the start of their shift. It is the employee's responsibility to obtain and provide documentation to the employee's supervisor from a certified medical professional confirming the employee's fitness to safely perform his/her job responsibilities.*

#### **5. Medical Marijuana**

49 CFR Part 40.151 does not authorize "medical marijuana" under state law to be a valid medical explanation for an employee's positive drug test result. Marijuana remains a schedule I drug and the use of marijuana by safety sensitive employees is prohibited. CBD oil products may contain other cannabinoids such as THC, therefore, use of CBD oils and marijuana-derived products may result in a positive drug test. *FirstGroup America will not accept a prescription for medical marijuana as an explanation for a positive drug screen result. A confirmed positive drug screen will result in in termination unless state law explicitly prohibits adverse action by an employer.*

*Regardless of circumstances no employee shall possess, use, or be impaired by marijuana or marijuana-derived products while in the workplace or otherwise on duty.*

#### **6. Synthetic Cannabinoids and Synthetic Stimulants**

*FirstGroup America prohibits the use and/or possession of synthetic cannabinoids ("K2", "Spice", "herbal incense") and synthetic stimulants ("Bath Salts"), while on Company property. Violation of this part will result in disciplinary action up to and including termination.*

## **7. Employee Protections**

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee's privacy, the validity of the testing process, and the confidentiality of the test results.

All drug testing and breath alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended. All specimen collections, analysis and reporting of results shall to be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (HHS).

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

1. Except as required by law or expressly authorized in this section, FirstGroup America shall not release employee information that is contained in records maintained per 49 CFR Part 382.
2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
3. FirstGroup America shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.
4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

## **8. Employee Responsibility to Notify FirstGroup America of Criminal Drug Conviction**

It is a violation of this policy for any employee to fail to immediately notify FirstGroup America of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. Violating employee shall be immediately removed from safety sensitive duties.

*Per FirstGroup America authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

## **9. Voluntary Self-Referral**

*An employee who voluntarily (not in response to a Company request to take a drug or alcohol test or the positive result of a drug or alcohol test) admits to management that he or she has a substance abuse or alcohol problem, and who wishes to voluntarily submit to a Rehabilitation Program, shall be placed on unpaid medical leave. Any voluntary requests for treatment must be made prior to any pending drug/alcohol test or disciplinary related action.*

*An appropriate leave of absence may be granted for treatment and rehabilitation. The employee may be permitted to take accrued sick leave or administrative leave to participate in the Substance Abuse Counselor prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the Substance Abuse Counselor has determined that the employee has successfully completed the required treatment program and releases him/her to return to a safety sensitive duties. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.*

*Payment for treatment will be coordinated through the employee's health insurance provider. Employees who do not have health insurance coverage are responsible for the entire cost of any recommended treatment or rehabilitation services. The employee must present evidence of having enrolled in and successfully completed, at his or her own expense, a rehabilitation program approved by FirstGroup America. The employee must submit to a non-DOT pre-employment drug and alcohol test, at his or her own expense, which produces a negative result. The employee must sign FirstGroup America's Post-Rehabilitation Return to Work Agreement. If a test result is canceled by the lab, the individual will be required to undergo another test and successfully pass the test with a verified negative result before performing safety- sensitive duties.*

*An employee placed on unpaid leave as provided in this section must satisfy the provisions of the items above not later than 12 weeks from the commencement of this leave. An employee failing to do so shall be deemed to have abandoned his or her job. Any employee who is returned to work as provided in this section of the policy and who fails to comply with any of the terms of the Post – Rehabilitation Return to Work Agreement will be discharged. Employees will not be disciplined for requesting treatment, but will be expected to observe job performance standards and work rules as they apply to every employee. Any decision to seek help will not interfere with an employee's eligibility for promotional opportunities. Confidentiality of information will be maintained at all times.*

*Under 382.107 Definitions, Actual Knowledge means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under §382.307. As used in this section, "traffic citation" means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances. In order for the exception to be used, all provisions and conditions must be met in section 382.121. If all the provisions and conditions are not met, then the driver would be fully subject to Part 40 Subpart O of the DOT regulations.*

#### **10. Employee Training**

Information concerning the general effects of alcohol and controlled substances is available in section 29 of this policy.

Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.

## 11. **Pre-employment Drug and Alcohol Background Checks**

In compliance with 49 CFR Part 40.25, FirstGroup America must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for the previous three years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. FirstGroup America will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers. An applicant/transferee who refuses to provide written consent will not be permitted to perform safety-sensitive functions for FirstGroup America. Beginning January 6, 2023 with the 3 years of drug and alcohol violations reported in the FMCSA Drug and Alcohol Clearinghouse this written consent to previous employer requirement will no longer be required according to FMCSA Subpart G - Requirements and Procedures for Implementation of the Commercial Driver's License Drug and Alcohol Clearinghouse.

All safety-sensitive applicants who have previously failed a DOT drug or alcohol test must provide proof that they have completed a Substance Abuse Professional's evaluation, treatment and return to duty process in addition to a pre-employment drug test with negative results, prior to being considered for employment into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart O.

## 12. **Pre-Employment Testing**

All safety-sensitive position applicants shall undergo a DOT drug test prior to placement in a safety sensitive position. FirstGroup America must be in receipt of a negative DOT drug test result prior to the applicant's performance of any safety sensitive function. A cancelled test result will require an applicant to undergo a subsequent pre-employment DOT drug test, until a negative test result can be obtained.

*If an applicant's pre-employment drug test result is verified as **positive**, the applicant will be excluded from consideration for employment per FirstGroup America authority. Applicant will be provided a referral to a Substance Abuse Professional meeting the required qualifications per 49 CFR Part 40.281, as amended.*

*FirstGroup America requires a negative pre-employment test for final candidates of employment.*

An employee returning from an extended leave period of 30 consecutive days or more, and whose name was removed from the random testing selection pool, will be subject to a pre-employment DOT drug test. FirstGroup America must be in receipt of a negative drug test result prior to the employee being reinstated to safety sensitive duty.

## 13. **Random Testing**

Employees in safety-sensitive positions shall be subject to random, unannounced testing. The minimum annual percentage rate for random alcohol testing and the minimum annual percentage rate for random controlled substances testing shall be in accordance with 49 CFR Part 382, as amended. The percentages of testing shall be based on the average number of safety-sensitive employees per calendar year.

Random alcohol testing shall be conducted on a safety sensitive employee during, just before or just after the performance of a safety-sensitive function.

Random DOT drug testing may be conducted anytime while an employee is on duty or on call, or on

standby duty.

*Non-safety-sensitive employees shall be subject to random, unannounced testing. The minimum annual percentage rate for testing is determined by FirstGroup America.*

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list.

**14. Reasonable Suspicion Testing**

All safety-sensitive employees are subject to reasonable suspicion drug testing and/or breath alcohol testing. Reasonable suspicion testing is required when one or more trained company officials can articulate and substantiate physical, behavioral, and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, or body odors of the employee. Reasonable suspicion testing for alcohol misuse can only be made when observations leading to that testing occur during, just preceding, or just after the period of the workday that the employee is required to be in compliance with FMCSA regulations. Reasonable suspicion testing for prohibited drugs may be conducted anytime an employee is on duty.

*All FirstGroup America employees are subject to reasonable suspicion testing when one or more trained company officials can articulate and substantiate physical, behavioral, and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, or body odors of the employee.*

**15. Post-Accident Testing**

Any safety-sensitive employee involved in an accident that meets the criteria below shall be required to submit to drug and alcohol tests as soon as practicable after the accident.

FMCSA thresholds for post-accident testing:

**Fatality:** if the accident involved the loss of human life, any surviving covered employee will be required to submit to drug and alcohol tests.

**Citation:** if the employee receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

- Bodily injury to any person whom as a result of the injury, immediately receives medical treatment away from the scene of the accident
- One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The following chart may be used to determine if drug and alcohol tests are required:

Type of accident involved	Citation issued to the CMV driver	Test must be performed by employer
i. Human fatality	YES	YES
	NO	YES
ii. Bodily injury with immediate medical	YES	YES

treatment away from the scene	NO	NO
iii. Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

At FirstGroup America, for all FMCSA related accidents, we use the Post Accident Testing Chart to aid in our decision to test or not to test.

Covered employees are prohibited from using alcohol for eight hours following any accident or until the required post-accident test is administered, whichever comes first. Every effort will be made to conduct post-accident drug and alcohol tests as soon as possible following an accident. Covered employees involved in accidents must remain readily available for testing, including notifying the Company of their location if they leave the scene of the accident before testing, and will be considered to have refused to submit to testing if they fail to do so. This requirement will not require the delay of necessary medical attention for injured people following an accident or prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or obtain necessary emergency medical care.

*FirstGroup America Post-Accident Policy*

*Following a Non-DOT or DOT mandated post-accident drug and alcohol test, the employee is permitted to perform a safety-sensitive function pending the test results, so long as the employee is not subject to any disciplinary actions related to the accident or otherwise. If the employee is unable to provide a sample (i.e., shy bladder/shy lung) or refuses to submit to the post-accident drug and alcohol test or the test result returns confirmed positive, the employee shall immediately be removed from duty pending final outcome.*

**16. Refusal to Submit to Drug Testing**

All employees will be subject to drug testing and breath alcohol testing as described in sections 12-15. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have “refused testing”. Refusal to submit to required testing is a violation of this substance abuse policy.

*Per FirstGroup America authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

The following actions constitute a “refusal to test” in accordance with 49 CFR Part 40, as amended:

- (1) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
- (2) Failure to remain at the testing site until the testing process is completed (after the process has been started)
- (3) Failure to provide a specimen for any drug test required by this part or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen
- (5) Failure to provide a sufficient amount of urine when directed, and it has been determined, through

- a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Failure or decline to take an additional drug test the employer or collector has directed you to take
  - (7) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by FirstGroup America.
  - (8) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
  - (9) For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
  - (10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
  - (11) Admitting to the collector or MRO that you adulterated or substituted the specimen.
  - (12) When the MRO verifies your drug test result as adulterated or substituted.

Refusals to test will result in employee's immediate removal from safety sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O.

## **17. Shy Bladder Situations**

Urine is collected at a DOT approved collection site and is sent to a DHHS certified laboratory for testing. The employee must provide at least 45 mL of urine or they are considered or they are considered to have a "shy bladder".

If the employee cannot produce the required quantity of urine (shy bladder), the collection site will offer employee the opportunity to consume up to 40oz. of water within a three (3) hour time frame in order to produce the required 45mL of urine. The employee may NOT exit the premises of the testing facility for any reason during this time. If employee leaves the testing facility, the test will be considered a refusal subjecting the employee to immediate suspension and corrective action up to and including termination.

In the event of a "shy bladder," employee must undergo a medical review. The Company will refer the employee to a physician acceptable to the MRO and employee will be required to provide evidence of a medical condition hindering the production of urine. The employee has 5 days to get a medical evaluation once a shy bladder occurs. If the medical review proves that there is a valid medical condition, the employee shall be reimbursed and returned to duty with full pay or placed back into the recruiting process.

## **18. Observed Urine Drug Collections**

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must witness the employee's urine leave the body and enter the collection cup. The collector/observer must be the same gender as the employee being observed.

Observed collections are required in the following circumstances:

- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.
- Anytime a follow up or return to duty test is required (test types not applicable to FirstGroup America policy)

**19. Specimen Analysis**

All specimens will be analyzed in accordance with the procedures set forth in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

**20. Dilute Test Results**

*Upon receipt of MRO verified **dilute** drug test results with creatinine levels greater than 5 mg/dL and less than 20 mg/dL, FirstGroup America will accept the result and there will be no retest.*

Upon receipt of a MRO verified dilute drug test result with creatinine levels greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL FirstGroup America will conduct a recollection under direct observation.

**21. Medical Review Officer's Role and Responsibilities**

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. ~~FirstGroup America shall use the following Medical Review Officer:~~

~~**Name of MRO:** HireRight — Dr. Todd Simo M.D —~~

~~**Address:** 14002 E 21<sup>st</sup> St Suite 1200~~

~~Tulsa, OK 74134~~

~~**Phone Number:** 1-800-404-0016~~

~~**Fax Number:** 704-364-5961~~

The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

Additionally, the MRO cannot accept an assertion of consumption of a hemp food product as a basis for verifying a confirmed marijuana (THC) test result as a negative. Consumption of a hemp food product is not to be considered a legitimate medical explanation for a prohibited substance or metabolite in an individual's specimen.

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

**22. Verified Positive Results**

MRO verified positive drug tests will result in immediate removal from safety sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O, will be provided to employee.

*Per FirstGroup America authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

**23. Cancelled/Invalid Test Results**

A drug test that has been declared cancelled by the Medical Review Officer, because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a cancelled test.

When a negative drug test result is required (as is the case with pre-employment, return to duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended. The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return to duty or follow-up test. For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be cancelled and therefore considered neither positive nor negative.

**24. Split Specimen Testing**

Split specimen collection procedures will be followed in obtaining specimens for DOT safety sensitive employees only according DOT drug testing regulations. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split urine specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Canceled". The procedures for canceled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct

observation collection procedures will be in accordance with 49 CFR Part 40 as amended. *Non-DOT employees with single urine sample collections shall be the sample of record for testing.*

Split Specimen Testing is not authorized for test results reported by the MRO as "Invalid".

**Payment of Split Specimen Testing:**

When an employee has made a request to the MRO for a test of the split specimen, FirstGroup America is required to ensure that the cost for the split specimen testing is covered, in order for a timely analysis of the sample. *FirstGroup America will seek reimbursement from the employee for the cost of the completed test, if the results reconfirm the original positive finding.*

**25. Alcohol**

For the purposes of this policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol. 49 CFR Part 382 authorizes alcohol testing and requires FirstGroup America to take action on the findings, regardless of whether it was ingested as a beverage alcohol or in a medicinal or other preparation.

**26. Alcohol Use and Breath Alcohol Testing**

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be under the influence of alcohol while performing safety sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to FirstGroup America in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

FirstGroup America affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentiality shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates alcohol is present, but in concentrations less than 0.02, the employee may be returned to duty after a 24 hour stand-down (off-duty) period.

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed

to confirm the results of the initial test. An alcohol concentration of 0.04 or greater will be considered a DOT alcohol violation and a violation of this policy. An employee testing positive for alcohol at any level will be immediately removed from safety sensitive duty. Employees testing 0.40 or greater will be provided with a referral to a DOT qualified Substance Abuse Professional, in accordance with 49 CFR Part 40, as amended.

*FirstGroup America considers a confirmation test that indicates an alcohol concentration of .02 to be a positive test and a violation of this substance abuse policy. Per FirstGroup America authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

## **27. Refusal to Submit to Alcohol Testing**

The following actions constitute a refusal to submit to Alcohol Testing:

- (1) Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete.
- (3) Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations.
- (4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- (5) Fail to undergo a medical examination or evaluation, as directed by FirstGroup America.
- (6) Fail to sign the certification at Step 2 of the ATF.
- (7) Fail to cooperate with any part of the testing process.

A referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided. *Per FirstGroup America authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

## **28. Drug and Alcohol Clearinghouse**

- Effective January 6, 2020, FirstGroup America will be required to report the following information to the DOT Drug and Alcohol Clearinghouse under FMCSA Subpart G - Requirements and Procedures for Implementation of the Commercial Driver's License Drug and Alcohol Clearinghouse. There are two types of queries under the regulations Full Query and Limited Query. A Full Query releases detail of the information in the clearinghouse to FirstGroup America.
  - (i) A verified positive, adulterated, or substituted drug test result;
  - (ii) An alcohol confirmation test with a concentration of 0.04 or higher;
  - (iii) A refusal to submit to any test as defined in §40.191;
  - (iv) An employer's report of actual knowledge, as defined at §382.107:
    - (A) On duty alcohol use pursuant to §382.205;
    - (B) Pre-duty alcohol use pursuant to §382.207;
    - (C) Alcohol use following an accident pursuant to §382.209; and
    - (D) Controlled substance use pursuant to §382.213;
  - (v) A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process;
  - (vi) A negative return-to-duty test; and
  - (vii) An employer's report of completion of follow-up testing.

A Limited Query only identifies whether information about the driver exists in the Clearinghouse and will not result in release of any driver information.

- Pre-employment Full Query 382.701(a) - Employers must not employ a driver subject to controlled substances and alcohol testing under this part to perform a safety-sensitive function without first conducting a pre-employment Full Query of the Clearinghouse.
- Annual Limited Query 382.701(b) - Employers must conduct a query of the Clearinghouse at least once per year for information for all employees subject to controlled substance and alcohol testing under the regulations to determine whether information exists in the Clearinghouse about those employees.
  - If the limited query shows that information exists in the Clearinghouse, FirstGroup America must conduct a full query, in accordance with the regulations within 24 hours of conducting the limited query. If a full query within 24 hours is not performed FirstGroup America, (the employer) must not allow the driver to continue to perform any safety-sensitive function until the full query and the results confirm that the driver's Clearinghouse record contains no prohibitions as defined in the regulations.  
*The limited query consent is for unlimited FMCSA Clearinghouse queries during the duration of employment with the company. Failure for an employee to grant Limited Query consent or Full Query electronic consent will be removed from safety sensitive duties and may be subject to termination.*

## 29. General Effects of Controlled Substances and Alcohol

### Alcohol

Alcohol is the most commonly abused substances in the United States. It is a depressant and it slows down physical responses and progressively impairs mental functions. Signs and symptoms of use include the following:

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy reaction rate
- Slurred speech

Chronic consumption of alcohol (average of three serving per day of beer [12 ounces], whiskey [1 ounce], or wine [6 ounce glass]) over time may result in the following health hazards:

- Neurological problems, including dementia and stroke
- Cardiovascular problems
- Cancer of the mouth, throat, esophagus, liver, and colon. In general, the risk of cancer increases with increasing amounts of alcohol.
- Liver diseases, including alcohol hepatitis and cirrhosis.
- Gastrointestinal problems, including pancreatitis and gastritis
- Psychiatric problems, including depression, anxiety, and suicide

### Cannabinoids/Marijuana

Marijuana is a solid form made of THC. THC binds to certain nerve cells and kicks off a series of cellular

reactions that ultimately lead to the high by affecting other chemical processes. Within a few minutes of inhaling marijuana smoke, a person will experience one or more of the following:

- Dreamy relaxation
- An increased or vivid sense of smell, taste, and hearing
- A dry mouth
- Rapid heartbeat
- Some loss of coordination
- Poor sense of balance
- A distorted sense of distance
- A diminished sense of time
- Slower muscular reaction times
- A general feeling of intoxication

Use of marijuana has both short term and long term health effects such as:

- Problems with the transfer of information from short to long term memory, and thus difficulty learning/remembering
- Distorted visual perception
- Difficulty thinking clearly
- Decreased ability to solve problems
- Loss of muscular coordination
- Increased heart rate
- Lung and other cancers, decreased immune responses and a significant decrease in the ability to learn new information
- A stronger tolerance for the drug, which requires increased dosage
- Increased risk of heart attacks
- Increased difficulty sustaining and shifting attention even in emergency situations
- Increased difficulty registering, organizing, and applying information which at first lasts several days after the “high”, and can continue for many weeks
- Brain cell damage
- Mood swings as the drug ebbs and flows in the body
- Altered psycho-social behavior which can manifest as a lack of caring
- The development of an entire new set of friends who “use.”

### **Cocaine and Crack Cocaine**

Cocaine is a powerfully addictive central nervous stimulant that directly affects the brain but is also a topical deadening agent. Cocaine closes down the blood vessels that supply blood to the body.

Ingestion of cocaine results in the user feeling:

- Euphoric;
- Energetic;
- Talkative;
- Mentally alert, especially to the sensations of sight, sound, and touch;
- Without appetite; and
- With little need for sleep.

Use of cocaine has both short term and long term health effects such as:

- Bizarre, erratic, and violent behavior;
- Tremors;
- Nose bleeds;

- Paranoia;
- Restlessness;
- Irritability;
- Anxiety;
- Sudden death;
- Constricted blood vessels;
- Increased temperature;
- Increased heart rate;
- Dilated pupils; and
- Increased blood pressure.

**Amphetamines/Methamphetamines** – Amphetamines/Methamphetamines is a highly altered chemical mixture that releases large amounts of neurotransmitter dopamine and has a stimulant-like effect. Use of Amphetamines/Methamphetamines has both short term and long term effects to your health such as:

- A “rush”;
- Increased activity level;
- Decreased appetite;
- Heightened sense of well-being;
- Increased respiration;
- Increased body temperature;
- Insomnia;
- Compulsive drug-seeking and drug use;
- Functional and molecular changes in the brain;
- Violent behavior;
- Anxiety;
- Confusion;
- Mood disturbances and delusions;
- Pain and withdrawal; and
- Homicidal and/or suicidal thoughts.

### **Opiates**

Opiates are a broad family derived from the processing of opium, which is extracted from the seed pod of certain varieties of poppy plants. The morphine derived from this process is one of the most powerful painkillers known. Heroin is the more famous of the opiates and is highly addictive. Use of opiates has both short term and long term effects to your health such as:

- Drowsiness lasting for several hours;
- Clouded mental function;
- Slowed heart rate;
- Severely slowed breathing;
- A warm flushing of the skin;
- Dry mouth;
- Heavy feeling in the arms and legs which may be accompanied by nausea, vomiting and severe itching;
- Suppression of pain;
- Addiction

- Infectious diseases (i.e., HIV/AIDS and hepatitis B and C)
- Collapsed veins
- Bacterial infections
- Abscesses
- Infection of heart lining and valves; and
- Arthritis and other rheumatologic problems.

### **Phencyclidine (PCP)**

PCP is classified as a dissociative anesthetic and effects are unpredictable and often times trance-like. When PCP is snorted or smoked, PCP rapidly moves from the blood to the brain to disrupt the functioning of sites known as NMDA (N-methyl-D-aspartate) receptor complexes. Use of PCP has both short term and long term effects on your health such as:

- Shallow, rapid breathing;
- Increased blood pressure;
- Increased heart rate;
- Elevated temperature;
- Feelings of detachment from reality;
- Distortions of space, time, and how the user perceives his/her body;
- Hallucinations;
- Panic;
- Fear;
- Feelings of invulnerability and exaggerated strength;
- Severe disorientation;
- Violence;
- Suicidal tendencies;
- Memory loss; and
- Addiction.

### **Methylenedioxymethamphetamine (MDMA, Ecstasy)**

The user of Ecstasy will feel a euphoria which takes effect 15-60 minutes after beginning use and lasts for many hours. Other effects include:

- Mild intoxication;
- Relaxation;
- Euphoria;
- Discomfort
- Disorientation
- Elevated blood pressure and heart rate;
- Irritation and nervousness;
- Optical and acoustic hallucinations;
- An excited calm or peace;
- Lack of appetite;
- Feelings of well-being;
- Increase in physical and emotional energy;

- Increased sociability and closeness;
- Heightened sensitivity;
- Increased responsiveness to touch;
- Changes in perception and;
- Empathy.

At higher doses and long terms use:

- Agitation;
- Panic attacks;
- Illusory or hallucinatory experiences may occur;
- Cerebral hemorrhage;
- Frequent bouts of dysphoria;
- Heart and circulatory failure;
- Neurotoxicity;
- Paranoid psychoses and;
- Stroke
- Users develop a strong psychological dependence on the drug. Chronic users develop increasing tolerance as they increase their doses. Those undergoing withdrawal will suffer bouts of depression and headaches.

**Semi-Synthetic Opioids** (hydrocodone, hydromorphone, oxymorphone, and oxycodone)

When you have a mild headache or muscle ache, an over-the-counter pain reliever is usually enough to make you feel better. But if your pain is more severe, your doctor might recommend something stronger -- a prescription opioid. Opioids are a type of narcotic pain medication. Common types are oxycodone (OxyContin), hydrocodone (Vicodin), morphine, and methadone. They can have serious side effects if you don't use them correctly.

Opiates usually produce a "high" of some type; the faster-acting they are, the more intense the high they produce. Heroin produces a very intense high thanks to its very short duration of action: its half-life is between 15 and 30 minutes. Morphine is much longer, lasting from 4 to 6 hours.

The short-term effects of opiate use can include:

- Feelings of euphoria.
- Pain relief.
- Drowsiness.
- Sedation.

Because of the intense high produced by the interaction of several opiates and the brain, the drugs remain extremely addictive, sometimes causing measurable symptoms of addiction in under three days.

### **30. System Contacts and Substance Abuse Assistance Resources**

**Corporate Drug and Alcohol Administrator**

Address: 600 Vine St Cincinnati, OH 45202

Phone: 513-241-2200

**National Hot-Line Numbers and Help Lines:**

National Counseling Resource  
1-800-607-1010

The American Council on Alcoholism Help Line  
1-800-527-5344

The National Institute on Drug Abuse Hot Line  
1-800-662 HELP

Alcoholics Anonymous 212-686-1100

American Substance Abuse Professionals (ASAP) – [www.go2asap.com](http://www.go2asap.com)  
888-792-2727

A copy of the referenced regulations (49 CFR Parts 40 and Part 382); are available on the DOT ODAPC website <https://www.transportation.gov/odapc/part40> and the FMCSA website <https://www.fmcsa.dot.gov/regulations/title49/part/382>

Please sign the Acknowledgement of Receipt of this Policy (attached) and return to your supervisor or Designated Employer Representative.

Employee Acknowledgement of Receipt  
Of FirstGroup America Substance Abuse Policy

I have received a legible copy of FirstGroup America's Substance Abuse Policy. I understand that my employment with FirstGroup America is conditioned upon full adherence to this policy.

**Employee Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Supervisor Name:** \_\_\_\_\_

**Supervisor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **FirstGroup America – Freedom of Association Policy**

**Purpose:** FirstGroup America aspires to be a preferred employer in our industry. To that end, the company supports human rights and the individual rights of its employees, including an employee's right to associate themselves with a labor union if they so choose.

**Rights:** Though not an exhaustive list, management at FirstGroup America supports an employee's right to:

1. Freedom of Association
2. A secret ballot election
3. An informed choice
4. A representative voter turnout

**Objective:** To manage our business in support of our employees and the above rights and to refrain from management conduct, whether written or verbal, which is intended to influence an employee's view or choice with regard to labor union representation. In particular, during union organizing campaigns, management shall support the employee's individual right to choose whether to vote for or against union representation without influence or interference from management.

**Policy Statement:** Management shall not act in any way which is or could reasonably be perceived to be anti-union. This includes refraining from making derisive comments about unions, publishing or posting pamphlets, fliers, letters, posters or any other communication which should be interpreted as criticism of the union or advises employees to vote "no" against the union. However, we believe that employees should be able to make an informed choice and therefore management may provide balanced factual information to assist its employees in making that choice. Further guidance as to what is and is not acceptable can be given by your Human Resources Department.

Intimidation or harassment of employees or any other unlawful activity is strictly prohibited. By extension of this policy, management is reminded of its obligation to honor the principles set out in the FirstGroup CSR policy, including the Code of Business Ethics.

For any employee who feels that this policy has been violated and wishes to file a complaint, please complete a Complaint Form, which can be obtained from your local management or corporate Human Resources, and send it by one of the methods noted below:

- Via US mail to FirstGroup America, Attn: Vice President, Human Resources, 600 Vine St. Suite 1400, Cincinnati, OH 45202.

For reference, submitting a Complaint form does not affect an employee's right to file a complaint with the National Labor Relations Board or any other public agency.

**Management Obligations:** If you are a location manager and you become aware of union organizing activity at your facility, please notify the Vice President of your region and corporate Human Resources who will support you during such activities and who will be responsible for coordinating company communications during such activity to ensure compliance with this policy.

If you already manage a union site, this does not alter your duties in collective bargaining and acting in the best interests of the company and our employees.

Revision Date – February 2, 2011

*(Revised December 1, 2015 with regard to contact information only.)*