September 29, 2015

#### **Dear First Student Teamster Member:**

It is our great honor to present to you and your fellow First Student Teamster members the enclosed Tentative First Student National Master Agreement. The tentative agreement has been unanimously endorsed by the Teamsters First Student National Negotiating Committee (TFSNNC) and contains numerous improvements for First Student Teamsters and their families over the next five years. Leaders from local unions across the country that represent the over 21,000 First Student Teamster members unanimously endorsed the agreement during a national meeting held on June 30, 2015.

With the enclosed ballot, this agreement is now being presented to you with the recommendation that you vote "Yes." We urge you to review the enclosed materials carefully and then cast your vote. Your ballot is due back by October 20 at 10 a.m.

The First Student National Master Agreement is highly regarded as the premier contract in the school bus industry and provides a national mechanism to resolve conflicts with the company and increase protections for Teamster members. This new agreement secures and improves upon the current contract language, paving the way for future economic gains at the local level.

If ratified, the national contract will among other things:

- Improve Job Security
- Maintain Local Bargaining Power ("Best of Both Worlds")
- Value your Safety, and the Safety of the Children
- Promote Fairness
- Ensure Proper Pay Oversight
- Strengthen Return to Work Protections

Ratification of this National Agreement will provide the best possible protections for First Student Teamsters and stronger job security for you and your families. We are proud of the accomplishments we have already made as First Student Teamsters. We encourage you to take the next step forward by voting "Yes" for this historic agreement.

Have your voice heard. Ballots are due in by October 20, at 10:00 a.m., so please vote as soon as possible.

Fraternally,

James P. Hoffa Chairman, TFSNNC Rick E. Middleton Co-Chair, TFSNNC

## **Summary of the Tentative Agreement**

Por over a decade, the Teamsters Union has consistently raised the bar in school transportation by bargaining strong agreements that provide security to members and their families. In 2011, Teamsters at First Student made history by ratifying the busing industry's first national master agreement for school bus workers. The national contract with First Student has provided a foundation for local agreements. Local union representatives are able to negotiate additional gains and economic provisions based on the needs of each location.

The proposed changes to the National Master Agreement improve on worker protections and benefits contained in the original Agreement. The new language includes, but is not limited to: improved safety and training, quicker turn-around for employees returning to work because of an injury or health reasons, an improved defined progressive disciplinary system, and a health care committee with binding authority to explore future health options for employees.

#### **Improvements to Out-of-Town Trip Working Conditions**

When required to be out of town, employees now will be provided access to reasonable transportation for afterhours use. Additionally, First Student agrees to make lodging and transportation arrangements in advance of travel. First Student is now required to make its best effort to provide each employee with their locally negotiated per diem prior to an employee leaving for a trip.

# **Enforcing Accurate Paychecks with the Potential for Penalty Pay**

First Student agreed to lower the threshold from \$50 to \$30 for any payroll discrepancies to be corrected within 24 hours by check (not cash), or with the consent of the employee, by paycard. If this is not done, a grievance may be filed with the Joint National Grievance Review Committee (JNGRC). The new contract language gives the JNGRC the authority to assess appropriate penalties or damages on behalf of the worker based on the severity of the violation.

## Making it Easier and Quicker to Get Back to Work

During the term of the last contract, delays existed for members returning to work whether from a work-related injury or from approved and documented FMLA leave. Under the new language, once the employee provides management with 24 hour notice of their full medical release, the employee shall be returned to work in paid status pursuant to the terms of the local agreement.

At times in the past, First Student was either late or failed to inform the locals when members incurred worker's compensation injuries and/or claims. Under the new language, the Company must notify the local union of such injuries and/or claims within three days.

#### **Health Care & Preventative Care**

The contract language regarding health care has been rewritten to take into account the shifting law in the area of healthcare, and the current uncertainty of how the Affordable Care Act (ACA) applies to bargaining unit members that work an average of less than 30 hours/week. The responsibilities and make-up of the health care committee have been clarified. The committee will consist of an equal number of members from labor and management and the committee will address health care issues, including options under the ACA, or applicable laws; guidance of state health insurance exchanges; wellness and weigh management programs; and, smoking cessation programs.

Additionally, the health care committee shall seek mutually beneficial and cost-effective screening and treatment options for employees, including discounted pricing, payment plans and less intrusive alternatives.

It should be noted that nothing in this new agreement shall change or alter any program of health care benefits currently being offered to any employee or group of employees.

#### **Keeping Workers and the Students Safe**

Worker safety is enhanced with the additional protection that no employee shall be disciplined for failing to perform a scheduled work assignment due to the Company's continued failure to provide a safe work area, or to maintain safe equipment.

#### **Increasing Workplace Safety**

Parking lot and yard safety is also enhanced with First Student committing to provide safe and ice-free walkways at all locations. To accommodate for members that opt for parkouts, which can consist of a single parked bus, instead for having to travel many miles to a centralized bus yard, the company has some latitude with the maintenance of this type of property, which generally is not owned or maintained by the Company. In order to

curb the Company from dispersing all of its buses in remote or satellite lots, the Company must discuss proposed changes with the local union prior to any utilization of any new remote or satellite lots.

#### **Additional Health & Safety Training and Protections**

First Student also agreed to offer employees the opportunity for additional training on an annual basis on the proper cleaning, handling and disposal of bodily fluids or human waste. Moreover, First Student is required to

give employees who are required to handle bodily fluids or human waste protective equipment to ensure their well-being.

#### **Uniforms**

The provision regarding uniforms has been enhanced to require First Student to provide safety vests (in locations where safety vests are required). Under the new agreement, the company is also obligated to replace or repair uniforms and safety vests when they are worn or faded.

## First Student Tentative National Agreement Q&A

The following are questions and answers about the tentative First Student national agreement.

# How Does the National Master Agreement help us in Local Bargaining?

Like all Teamster contracts, negotiating committees bargain from the ground up. With "Best of Both Worlds" language in the National Master Agreement, at a minimum, you automatically receive whatever benefits are contained in the National Master Agreement, unless your Local contract contains benefits that exceed those in the National Master Agreement. Because many of the basic terms are contained in the National Master Agreement, your Local bargaining committee can focus on negotiating topics that are specific to your yards.

# How do the proposed changes to the National Master Agreement help me to return to work after an injury or health reason?

Changes were incorporated into the Agreement to reduce the delay for re-employment following leave. As long as you give proper notice to the Company, returning Employees shall be returned to work in paid status within 24 hours.

## Health care is important to all workers. How is this issue addressed?

A new Union/Management healthcare committee has been created to deal with issues related specifically to

bus drivers' concerns, including ideas to expand coverage to all of our members, including those working less than 30 hours each week.

The healthcare committee will also address issues like state health insurance exchanges; wellness and weigh management programs; and smoking cessation programs.

If during the course of the Agreement, the ACA is determined to be applicable to part-time employees, the parties shall review existing plans and if necessary, be tasked with creating and/or locating new or modified plans.

Importantly, nothing in this Article shall change or alter any program of health care benefits being offered to any employee or group of employees by this CBA.

The Company will be required to present a report of the issues discussed by the Committee at each scheduled meeting.

## Our safety and the safety or the children is always a top concern. How do the proposed changes to the National Master Agreement address safety and training?

The new agreement makes it clear that no employee shall be disciplined for failing to perform a scheduled work assignment due to the Company's continued failure to provide a safe work area, or to maintain safe equipment.

The Company is now also obligated to provide safe and ice-free walkways. Going forward, where any location requires members to wear uniforms or safety vests, these articles shall be replaced or repaired if worn or faded, as necessary.