

MASTER

NATIONAL MASTER FIRST STUDENT AGREEMENT

For the period April 1, 2015 through March 31, 2020

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **underlined**.

ARTICLE 5. ~~JOB~~ 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 ~~that, 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 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.

MASTER

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 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~~ and the **Local Union (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.

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 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 problems.**

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 **and 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 union insignia (buttons/pins) on their apparel at their own expense.

ARTICLE 20. SAFETY VIOLATIONS

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 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 it is 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.

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.

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, 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.**

Right to File a Complaint: The Employer may not discharge or discipline or discriminate against any employee 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.**

MASTER

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 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; ~~and~~
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 contactor of choice.**

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

MASTER

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.** ~~Employees and~~ 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 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 ~~\$50~~ **\$30** or more, not due to the fault of the employee and brought to the attention of management shall be corrected within 24 hours by ~~each~~ **or check or with the consent of the employee by paycard.** Payroll discrepancy of less than ~~\$50~~ **\$30** will be corrected in the following week's paycheck.

Disputes over the Company's adherence of this provision is 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.

ARTICLE 47. HEALTH CARE/PREVENTATIVE CARE

The parties recognize the importance of employer provided health care and agree to establish a health care committee to evaluate and implement improved health care options to members of the bargaining unit. The committee shall meet quarterly. The parties are committed to finding alternative ways of providing affordable health care to all members of the bargaining unit.

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.

MASTER

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 49. TERMINATION

This Agreement shall take effect on and be retroactive from the first day of **April 1, 2015**, and shall remain in full force and effect until **March 31, 2020**, 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.



MASTER

