

**NATIONAL MASTER FIRST STUDENT
AGREEMENT
(TENTATIVE AGREEMENT)**



**FOR THE PERIOD
April 1, 2020 through March 31, 2021**

NATIONAL MASTER FIRST STUDENT AGREEMENT

For the Period:

April 1, 2020 through March 31, 2021

Covering:

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

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 **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

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 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 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 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 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 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 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 49. TERMINATION

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