



First Student *NMA Update*

JULY 17, 2020

Leaders of Local Unions Overwhelmingly Endorse Tentative National Master First Student Agreement

Teamster leaders from local unions that represent First Student workers voted overwhelmingly to endorse the tentative National Master First Student Agreement, paving the way for members to vote on the agreement in the near future.

Ballots will be mailed to members on or about July 28 and are scheduled to be counted on or about August 18.

The National Master First Student Agreement (NMFSA) Negotiating Committee reached a tentative agreement with the company that will cover all Teamster members employed by First Student through March of 2021. Negotiations were disrupted by the COVID-19 pandemic, and as a result the committee reached a deal with the company to address as many issues as it could, given the circumstances. The committee will return to the bargaining table next year to negotiate a five-year contract that will address long-term benefits and other outstanding issues.

A few of the improvements that the union committee gained during its contract negotiations include protections against the use of audio or video equipment by management to target members for discipline or discharge, expanded protection for reduced wages in the event that a driver is re-assigned to a job with a

lower rate of pay, expanded provisions for absences due to jury duty or other court appearances required by law and improved transfer rights in the event that a member changes bus yards.

Perhaps most notably, the NMFSA Negotiating Committee reached an agreement with the company to create a new job classification for non-CDL drivers, which restricts what non-CDL work can be performed and gives preferences to full CDL operators. This provision will protect members' jobs from being outsourced to ride-share companies and provide a pathway for First Student members to attain a CDL.

"In spite of the havoc wrought by the coronavirus, we adapted quickly and reached an agreement that improves our members' working conditions while serving as a stepping stone to a more comprehensive national contract," said Rick Middleton, Teamsters Passenger Transportation Director and Chairman of the NMFSA Negotiating Committee. "We look forward to returning to the table next year where we will negotiate even more improvements for our members at First Student."

When the negotiating committee and the company begin bargaining on a successor agreement next year, negotiations will cover only the articles that were not modified by this agreement.



SUMMARY OF PROPOSED CHANGES

2020-2021 Tentative National Master First Student Agreement

Este documento está disponible en español en <http://ibt.io/FS20-noticias>

ARTICLE 6. MAINTENANCE OF STANDARDS

- Language was added in the wake of a recent National Labor Relations Board decision (MV Transportation), in order to free Local bargaining committees from having to be concerned with Employer changes made to their Local Supplements prior to the expiration of their Local Supplements.

ARTICLE 11. DISCIPLINE AND DISCHARGE

- Language was agreed to for the Union to control inevitable technology changes. While the new language permits the Company to install video or audio equipment, it may not use this technology to randomly single out employees, and the use is limited to verifying an open investigation. Any other use of this technology is subject to being grieved and arbitrated, if necessary.
- The Customer Removal language now includes expanded protection for lost “earnings” in the event that a driver is re-assigned to a job with a lower rate of pay.



ARTICLE 12. NON-DISCRIMINATION CLAUSE

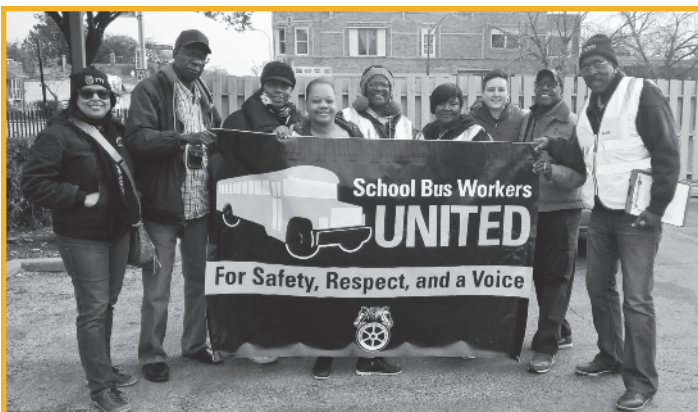
- The Non-Discrimination Clause was broadened to include a bar on discrimination against an employee based on gender or gender identity.

ARTICLE 18. COURT APPEARANCES

- This provision was improved and absences for court appearances will not be counted against an employee for any purpose. The former language only protected employees' attendance bonuses.

ARTICLE 25. DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

- The conditions of Company lots now must be “maintained,” as well as safe and ice-free.





- Upon the request of the Union, within two business days, the Company must meet with the Union to discuss lot maintenance, and then the Company has two additional days to determine if the Union has established an unsafe condition, and will let the Union know how and when the issue will be addressed. Importantly, no employee will be disciplined for failing to perform scheduled work due to a demonstrated failure to provide a safe work area.

ARTICLE 29. TRANSFER RIGHTS

- If an employee is assigned to work at a different location, the employee will be paid at their home rate of pay, or the new location's rate of pay if it is higher.

ARTICLE 34. UNIT WORK

- Realizing that ride-share providers are a direct challenge to our members' livelihood, and the Company's need to remain competitive, the Union and the Company jointly created a sub-class for non-CDL drivers, which restricts what non-CDL work can be performed and gives preferences to full CDL operators. The Union believes that this provision is a win-win for our members and potentially will increase Union membership.

ARTICLE 35. SUMMER RECESS

- In locations where summer recess unemployment is not available, the parties may bargain over terms that will incentivize employees to return after the summer recess ends.

ARTICLE 36. POSITIVE RELATIONS COMMITTEE

- The IBT commits to making its best efforts to provide the Employer, when requested, with current CBAs and seniority lists at Teamster-represented locations, where the Employer has expressed an interest in bidding on new business opportunities.
- One member of the JNGRC shall be invited to the Employer's management training sessions related to improving labor relations. The Company will give the Union at least 30 days' notice of its next scheduled training.

ARTICLE 46. GENDER CLAUSE

- The Gender Clause is broadened to include gender non-specific individuals.

ARTICLE 49. TERMINATION

- This is a one-year agreement. Negotiations were suspended due to Covid-19, and the parties agreed to a one-year deal, since future bargaining dates were uncertain, and the Union did not want to jeopardize the gains previously negotiated. When the parties commence bargaining on a successor agreement, the parties agreed that negotiations will cover Articles not modified by this Agreement.

BALLOTS COMING SOON

Voting information will be mailed to members on or about July 28 and votes will be counted on or about August 18.