

# First Student NMA Update

MAY 11, 2021



# Leaders of Local Unions Unanimously Endorse Tentative National Master First Student Agreement

our First Student National Master Agreement (FSNMA) Negotiating Committee has reached a tentative agreement with the company that will cover all Teamster members employed by First Student through March 2026. During the meeting to review the proposed agreement a single "no" vote was inadvertently cast by a local representative, but that vote was immediately rescinded after the meeting.

Negotiations with the company were disrupted by the COVID-19 pandemic, and as a result last year the parties negotiated a one-year agreement that ran from 2020-2021, and now we have a five-year agreement that will be in place until March 2026.

The contract ratified last year included protections for our members' jobs from outsourcing to ride-share companies, protections against 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, additional safety obligations on the part of the company and improved transfer rights in the event that a member changes bus yards. The new agreement includes all of those provisions, plus additional safety provisions added in the wake of the COVID-19 pandemic, an additional stipend for company-required medical examinations and enhanced paycheck protections. Perhaps most notably, this agreement includes language that makes Teamsters at First Student eligible to participate in certain union health care and retirement plans.

"We have made working at First Student a better job with each successive national master agreement, and this latest contract is our best yet," said Rick Middleton, IBT PassengerTransportation Division Director. "In spite of the havoc wrought by the coronavirus, we adapted quickly and reached an agreement that improves our members' working conditions. This agreement reflects the value and service of First StudentTeamsters, many of which demonstrated incredible heroism by continuing to work throughout the COVID-19 pandemic."



# SUMMARY OF PROPOSED CHANGES

# Tentative 2021-2026 First Student/Teamsters National Master Agreement

Este documento está disponible en español en http://ibt.io/FS21-noticias. El Acuerdo Nacional Maestro First Student está disponible en español en http://ibt.io/FS21-Convenio.

The following proposed changes are in addition to the updated language that was ratified in the 2020-2021 national agreement. To read a summary of those changes, go to http://ibt.io/FS20-News, or http://ibt.io/FS20-noticias for a Spanish-language version.



# ARTICLE 15. UNIFORMS

Language was added to ensure that if the company requires slip resistant footwear as part of the uniform, the company is responsible for providing it.

## ARTICLE 20. SAFETY

In the wake of the coronavirus outbreak, language was added to ensure that if a pandemic is declared by a governing body, then a) all Teamster members will be given adequate essential Personal Protective Equipment (PPE); b) Teamster members who are personally unable to perform their duties due to pandemic-related illness related to a pandemic shall retain their seniority until they are able to safely return to work; c) the company and the union will work together on advocating to government bodies that members be classified as "essential workers."

#### ARTICLE 34. UNIT WORK

Language added in 2020 for expansion of school bus

operations to include non-CDL required work moved to Appendix D.

# ARTICLE 39. HOURS OF WORK AND OVERTIME

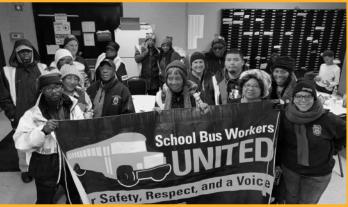
In addition to the existing paycheck protections, language was added that allows the union and the employer to review payroll records (upon reasonable request) to discuss any discrepancies.

## **ARTICLE 40. EXAMINATIONS**

Language was added to give workers a stipend for exams required by the company equivalent to two hours of their rate of pay. This is in addition to the regular rate of pay (if your local union's agreement with First Student maintains a clause requiring payment related to time spent in an examination, the employee shall receive the payment under the more lucrative clause, but not both). In the event







that a member is removed from work to take such examination and is later determined to be fit for work, the member will be made whole by the company. Additionally, changes were made to dexterity test requirements.

#### ARTICLE 44. DIRECT DEPOSIT & PAYROLL

Moving forward, First Student Teamsters will be paid on a weekly basis. The pay period will be set from Sunday through Saturday with payday on the following Friday. In the event of a payroll discrepancy of \$50 or more, not due to the fault of the employee, will be corrected within twenty-four (24) hours by check, paycard, direct deposit, or an alternative form of electronic payment. No payroll discrepancy claim will be rejected for being late if it is submitted to the company within 30 days of its discovery. Payroll discrepancies over \$50 will be paid by check or electronically (including by paycard) within 24 hours, at no cost to the employee. In locations where electronic payments are not available, additional penalty pay will be paid to the employee.

#### ARTICLE 45. MISCELLANEOUS BENEFIT PROVISIONS

First Student Teamsters will now be eligible to participate in either a company 401K plan or a local union's retirement savings plan (subject to a local union's supplemental agreement).

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

Beginning on January 1, 2022, First Student will offer all full-time and regular part-time members health

care coverage under an employer or union-sponsored health care plan. The specific plan design, level of coverage, and employee contribution rates will be locally negotiated. The local parties shall be permitted to negotiate a local agreement that does not include health care coverage.

#### ARTICLE 49. TERMINATION

This is a five-year agreement set to expire on March 31, 2026.

Your First Student National Master Agreement Negotiating Committee is: Rick Middleton – Negotiating Committee Chair and IBT Passenger Transportation Division Director; Tony LePore – Negotiating Committee Co-Chair and IBT Passenger Transportation Division Eastern Region Representative; Jim Glimco – Negotiating Committee Co-Chair and IBT Passenger Transportation Division Central Region Representative; Jim Shurling – Negotiating Committee Co-Chair and IBT Passenger Transportation Division Southern Region Representative; Stacy Murphy – Negotiating Committee Co-Chair and IBT Passenger Transportation Division Western Region and Transit Representative; Matt Condron, Negotiating Committee Co-Chair and Teamsters Local 384 Secretary-Treasurer.

## **BALLOTS COMING SOON**

*Voting information will be mailed to members on or about Monday, June 7 and votes will be counted on or about Monday June 28.*