

NATIONAL MASTER FIRST STUDENT AGREEMENT (TENTATIVE AGREEMENT)

**FOR THE PERIOD
April 1, 2021 through March 31, 2026**

Covering:
operations in, between and over all of the states,
territories and possessions of the United States.

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 or 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. **Slip resistant supplemental footwear will be provided by the Employer, if required by the Employer.** Employees shall be entitled to display reasonable Teamster union insignia (buttons/pins) on their apparel at their own expense.

ARTICLE 20. SAFETY

The Company shall pay any fine for a citation issued to any driver for an equipment violation that is not the driver's fault.

Upon notification by the Local Union, the Company will consider requests to change the governor on buses on a case-by-case basis.

Pandemic Cooperation

A. In the event that a national, state or local pandemic is declared by a governing body, the following provisions shall apply for the duration of the declared pandemic:

1. Bargaining Unit Employees shall be furnished with essential Personal Protective Equipment (PPE), for them so safely perform their duties;

2. Bargaining Unit Employees who are personally unable to perform their duties due to their own illness related to a pandemic, on a case-by-case basis, shall be entitled to retain their seniority for a period not to exceed twenty-four (24) months.

3. The Parties agree to jointly advocate before federal, state and local governing bodies to have bargaining unit members classified as "essential employees."

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.

In the event that the Company elects to expand its school bus operations to include non-CDL required work, the parties agree to be bound by the terms of the Memorandum of Understanding, attached herein as Appendix D.

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, **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.

Upon reasonable request, the Local Union and Employee shall be permitted review the employee's electronic and payroll records, and meet with the Employer to discuss any discrepancies.

ARTICLE 40. EXAMINATIONS

When directed by the Employer all examinations shall be paid for by the Employer.

Upon completion of such an examination, and with proper documentation, Employees will then additionally receive an exam stipend equivalent to two (2) hours of pay at their regular rate of pay. If the local CBA 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 an employee is removed from work to take such examination and is later determined to be fit for work, the employee will be made whole by the Employer.

If a dispute develops between the Employer and the Union as to whether or not the employee is physically qualified to work, the Union and the Employer shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Employer, except when the employee chooses to use his own doctor. The only amount the Employer will be obligated to pay in such instance is the amount that is charged by the Company doctor for service.

Whenever there is an issue regarding any employee's physical well-being and a doctor needs to be used to evaluate him for any reason, the Union will be notified prior to any employee being forced to see a doctor. The Employer also agrees to provide *Weingarten* rights and access to a steward to any employee in conforming to this Article.

Existing bargaining unit drivers shall be subject to dexterity tests as a condition of employment, where required by law or written school district contract. If applicable, a copy of the school district contract will be provided to the union.

ARTICLE 44. DIRECT DEPOSIT & PAYROLL

A. If the employee requests, the Employer shall directly deposit the employee's regular paycheck into the employee's bank account on or prior to the regular payday. No employee shall be compelled to use direct deposit.

The Company reserves the right to eliminate the employee option of paper/live paycheck and paper paystubs at a later date, unless the Company is prohibited from eliminating this option by federal/state or local law. **If an employee has no ability to access the electronic paystub, local management will assist the employee with accessing such records.**

B. On or about January 1, 2022, Pay checks will be made on a weekly basis. All Employees of newly acquired or newly organized bargaining units occurring after January 1, 2022 shall be paid on a weekly basis. For employees converting to weekly pay in January 2022, they will be automatically set up with a 31-week benefit deduction cycle. Also, the pay week will be set as Sunday through Saturday, with payday on the following Friday. Twelve-month employees (e.g. Technicians, Mechanics, etc.) who have full-year benefit deductions will remain on the full-year deduction cycle.

C. Pay Check Discrepancies: Any payroll discrepancy of **\$50** or more, not due to the fault of the employee and promptly brought to the attention of management, will be corrected within twenty-four (24) hours **by** check, **paycard, direct deposit, or an alternative form of electronic payment**. Payroll discrepancies of less than **\$50** will be corrected in the following week's paycheck. **Paycards, or an alternative form of electronic payment will be made available at all locations, and at no cost to the Employee.**

In the event that a payroll discrepancy is not corrected within the timeframe above, and only in locations where paycards, or an alternative form of electronic payment, are not available, the affected employee will be compensated at a rate of two (2) hours of pay, or 10 % of the total amount owed, whichever sum is greater. For each additional day that an aggrieved employee is not made whole, that employee shall be entitled to an additional hour of compensation. At Locations where paycards are not available, penalty pay will be immediately applied.

No payroll discrepancy claim will be rejected on the basis of timeliness if it is submitted to the Company within thirty (30) days of the discovery of the discrepancy.

Disputes over the Company's adherence of this provision are subject to review by the Joint National Grievance Review Committee for consideration of appropriate penalties or damages, if any.

D. Payroll Information

On a monthly basis, upon request, the Company will send each Local an updated membership list and wage rates. Transmission will be in an electronic file format (either a Comma Separated Value "CSV" or as an Excel spreadsheet). Information in each file will include current members' addresses, wage rates, and either a social security number or other unique and never reused identifying values for each member. Files will be transmitted using a password-protected or encrypted method for access.

ARTICLE 45. MISCELLANEOUS BENEFIT PROVISIONS

Overnight Lodging: The Employer shall provide clean and safe overnight lodging and 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 efforts 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.

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, a local bargaining unit as a whole will be eligible to participate in either the Company's 401K plan or the New England Teamsters Saving and Investment Plan, the IBT National Plan, or another local union retirement savings plan in accordance with the rules and regulations established in each plan.

ARTICLE 47. HEALTH CARE/PREVENTATIVE CARE

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.

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.

Beginning on January 1, 2022, the Company will offer all full-time and regular part-time bargaining unit members not currently receiving health care benefits, 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 CBA that does not include health care coverage.

ARTICLE 49. TERMINATION

This Agreement shall take effect on and be retroactive from the first day of April 1, 202~~1~~⁶ and shall remain in full force and effect until March 31, 202~~6~~⁶, and shall then renew itself for 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 reopened upon expiration and the parties shall retain their ability to use their economic weapons in support of their bargaining positions.