

**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.