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## **Agreement**

This agreement, made and entered into as of this 1st day of July, 2011, by and between First Student, Inc., and its successors and assigns (hereinafter referred to as the "Company") and the United Steelworkers, AFL-CIO-CLC, (hereinafter referred to as the "Union").

## **Witnesseth**

That in consideration of the mutual reciprocal promises of the parties hereto, the parties covenant and agree as follows:

### **Article 1 – Recognition**

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company who furnish regular and special service transport for school children for the City of Boston, including but not limited to drivers, monitors, and excluding but not limited to maintenance employees, office clerical employees, supervisors and guards.

## **Article 2 – Contract with the School Committee for the City of Boston**

It is recognized and agreed by the parties hereto that the Company is employing the employees covered by this Agreement so as to fulfill its obligations under its contract with the School Committee of the City of Boston executed in 2003 (hereinafter referred to as "City Contract"). The City Contract requires the Company to furnish school bus transportation services for the Boston Public Schools in accordance with the various rights, conditions, requirements and specifications set forth therein. Accordingly, notwithstanding the provisions of Article XIX hereof, this Agreement is made subject to, and shall be governed by, both the terms of the City Contract, and after negotiations between the Company and the Union, by any amendments thereto which affect the terms and conditions of this Agreement.

Negotiations concerning changes to the City Contract shall be limited to the impact of such changes on the terms and conditions of this Agreement and shall not be construed as making the Union a party to the City Contract. All such matters shall be subject to the provisions of the collective bargaining agreement, including without limitation the grievance and arbitration provisions.

### **Article 3 – Union Shop**

It shall be a condition of employment that all present employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing during the term of this Agreement, and those who are not members on the effective date of this Agreement, shall, on the thirtieth calendar day following the effective date of this Agreement or on the thirtieth calendar day of employment, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth calendar day following the beginning of such employment, become and remain members in good standing in the Union. Any employee who fails to maintain membership in the Union to the extent of paying regular membership dues and initiation fees shall not be retained in the employ of the Company, provided the Union gives the Company and the employee fifteen (15) working days notice of request to terminate.

## **Article 4 - Payroll Deduction**

The Company where so authorized and directed by an employee, in writing, upon a check off authorization form will deduct initiation fees and membership dues monthly in accordance with the United Steelworkers International Constitution as designated by the United Steelworkers International Secretary/Treasurer. The provisions of such authorization form shall comply with the applicable requirements of the Labor Management Relations Act of 1947, as now or hereafter amended. Membership dues shall be in an amount currently certified by the Union to the Company as the uniform amount required therefore.

Said dues shall be wired via ACH to the International Secretary/Treasurer, United Steelworkers of America, Five Gateway Center, Pittsburgh, Pennsylvania 15222, within fourteen (14) days of the date when the dues were directed by Local 8751 to be deducted, with due consideration given to the scheduling needs of the Company, in compliance with all applicable federal and state laws and regulations. The Union shall submit the dates for deductions to be made at the beginning of the school year. In the case of a late remittance of dues moneys, a 10% charge or \$200 (whichever is greater) penalty



per week will be paid. Each remittance shall be accompanied by a list setting forth the names of those from whom the amounts of dues were deducted, and copies sent to the regional office of the Union.

The Company shall be held harmless from any legal action taken by an employee against it as a result of Union error in the implementation of this Section.

## **Article 5 – Non-Discrimination**

### **Section 1.**

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or because of activities on behalf of or against the Union, except as otherwise provided in this Agreement.

### **Section 2.**

The Company agrees that it will not discriminate in the hiring of employees or in their discipline, discharge or otherwise because of race, color, religion, national origin, sex, age, or sexual orientation. Neither the Company nor the Union will tolerate any sexual harassment of any employee. The Company further agrees that it will not

discriminate against any employee or applicant for employment on the basis of disability as defined by State and Federal discrimination laws or Vietnam-era veteran status in regard to any position for which he or she is qualified.

### **Section 3.**

The Company and the Union agree to abide by all State and Federal laws relating to equal employment opportunities and sex discrimination.

### **Section 4 – Civil Rights Committee**

The Company and the Union agree that a Civil Rights Committee shall exist for the purposes of discussing and attempting to resolve issues of concern regarding racism, discrimination, insensitivity, etc. Either party may submit issues for discussion. The Civil Rights Committee shall meet, when necessary, during the regularly scheduled Operational Committee meetings.

The Operational Committee meetings will be held every other week (i.e., twice per month) at mutually agreeable dates and times. The Operational Committee shall consist of seven (7) representatives from the Union [including the three (3) full-time Union officers] and at least two (2) representatives from management. Operational Committee meetings

will normally not exceed a two (2) hour period. Special meetings may be held at the request of either party. The Company shall provide payment of lost wages for drivers working on the Operational Committee.

When possible, in order to facilitate meaningful discussion, the parties shall exchange agenda items at least two (2) work days before each regularly scheduled Operational Committee meeting date.

## **Article 6 – Probationary Period**

### **Section 1.**

It is expressly understood and agreed that each new employee will be required to complete a probationary period during which time the Company shall have the unqualified right to dismiss such new employee. Such dismissal shall not be subject to the grievance or arbitration procedures of this Agreement. The Union may grieve any alleged misapplication of pay or procedure on behalf of probationary employees. The length of the probationary period shall be sixty (60) calendar days from the commencement of employment, not including days not worked due to absence from illness or injury, leaves of absence, layoffs, and other

absences from work. The probationary period may be extended by mutual agreement between the Union and the Company.

## **Section 2.**

The probationary employee shall have a right to have a steward represent the Employee at any disciplinary hearing. Such Employee shall receive written notice of the reason of his/her discipline and/or dismissal, in the event that he/she is disciplined and or discharged from employment. The Union will be copied on any notice issued.

## **Section 3.**

The Company will waive the probationary period for any new employee who is already a Boston School Bus Driver and a member in good standing of the Union at the time of his/ her hire. The Company will waive the probationary period for any new employee who is already a Boston School Bus Monitor and a member in good standing of the Union at the time of his/her hire, for monitor positions.

## **Section 4.**

Article V (Non Discrimination) will apply to probationary employees. If the Union requests a meeting with the Company to discuss alleged discrimination against a probationary employee

under Article V of this Agreement, the Company will meet with the Union to discuss the matter.

**Section 5.**

Employees will be eligible for fringe benefits below after thirty (30) calendar days of employment. However, this period will run concurrently with the waiting period, if any, for medical insurance.

**Article 7 - Wages**

**Section 1.**

Employees in the bargaining unit shall be compensated during the term of this Agreement in accordance with the wage scale as set forth in Appendix A.

**Section 2 - Overtime.**

Overtime shall be paid at the rate of one and one half (1 1/2) times the employee's average straight time rate for hours worked in excess of forty (40) hours in a normal work week. Paid holidays and cancellation days are considered time worked for the purpose of calculating overtime.

### **Section 3 - Minimums.**

(a) When an employee is directed to and does report to work during a report period for a.m. and/or p.m. Standard Daily Transportation Service, and the Company assigns that employee some report period driving work but less than two and one half (2 ½) hours of such report period driving work during the report period, the employee shall receive a minimum guarantee of two and one half (2 ½) hours of pay at the Report rate for that report period.

(b) When an employee is directed to and does report to work during a report period, and the Company does not assign that employee any driving work during that report period, the employee shall be deemed to be a standby operator and shall receive two and one half (2 ½) hours of pay at the Report rate for that report period.

(c) When an employee is directed to report to and does work at anytime and is assigned charter or additional trip work, and the Company does not assign that employee at least two (2) hours of such driving work, the employee shall receive two (2) hours of pay at the Charter rate.

(d) There shall be no duplication or pyramiding of the minimum pay provided for above. Where a

particular work assignment is performed during periods which span two or more minimum pay classifications, only the highest applicable single pay rate at the minimum guarantee amount shall be paid. For purposes of this Section, a "work assignment" shall be deemed to include either a single work assignment or several continuous work assignments coupled with each other so that together the assignments total the particular minimum number of hours set forth above in (a) through (c) for the type of work assigned, regardless of whether such assignments occurred within or outside the report periods.

(e) In the event school is canceled by the School Department due to snow, the Company will endeavor to advise the School Department to announce such cancellation by 5:30 A.M. If such announcement is made by 5:30 A.M., the minimums set forth in (a) through (c) above shall not apply. If such announcement is made after 5:30 A.M., those drivers whose normal punch in time falls within thirty-five (35) minutes of the announcement shall be paid the minimums set forth above.

## **Article 8 – Hours of Work**

The normal work week begins on Sunday and ends on the following Saturday. The hours of work shall be determined by the Company pursuant to the directions received from the School Committee or its officials or representatives. The parties also recognize that the Company has a centralized payroll system and agree that the work week may change in the future. The Company will give the Union two (2) weeks written notice prior to any such change.

## **Article 9 – Miscellaneous Benefits**

### **Section 1 - Workers' Compensation.**

The Company will continue to insure each employee under the Massachusetts Workers' Compensation and Unemployment Security Laws.

### **Section 2 - Bulletin Boards.**

The Company shall assign a secured, glass covered bulletin board no less than four feet by eight feet at each of its yards which may be used by the Union for the sole purpose of posting notices. All notices posted on the bulletin board will be approved by the Union before posting. Nothing of a derogatory nature to the Company shall be posted.



### **Section 3 - Medical Examinations.**

The Company shall pay for an employee's initial medical examination upon employment or any subsequent physical examination directed by the Company and/or required by any governmental licensing agencies, including, but not limited to, physical examination for license renewal.

## **Article 10 – Safety and Training**

### **Section 1 - Safety Policy Committee**

A Safety Policy Committee will be established for the purpose of considering matters or suggestions affecting the safety of the employees.

The Committee will consist of three (3) representatives from the Company. The Union representatives shall consist of the President, Vice President, and up to two (2) representatives from each yard. The Company shall provide payment of lost wages for drivers working on this committee. The Committee shall meet at least once per month at mutually agreeable times. The position of Chairperson of the Committee shall be rotated between the Company and the Union.

The Committee will pursue a program of AIDS awareness and education for the employees, including educational training sessions, distributions of educational materials, etc. The Company will supply the Committee with a monthly analysis of student incidents (from reports) occurring on the buses and responses by the School Department – breakdown of types of incident (violence, weapons, disorderly conduct, vandalism, etc.). The Committee will also continue to address the question of monitors. The Committee will work with the parent organizations (Citywide Parents Council, Special Needs Parents Council, etc.) on areas of joint concern. The Committee will publish a regular “Safety Bulletin” to the work force.

The Safety Policy Committee shall draw up a list of unsafe bus conditions based on Federal and State laws, the regulations of the Registry of Motor Vehicles, the Department of Public Utilities and any other relevant government agency, and Company policy.

### **Safety Policy Committee Guidelines for an Out of Service Bus**

Defects Constituting an Out of Service bus include, but shall not be limited to:

- No School Bus Inspection Sticker
- Expired Massachusetts Inspection Sticker
- Missing Registration
- Holes in Flooring (exhaust fumes or road debris inside vehicle)
- Defective Parking Brake
- Defective Service Brakes and brake lights
- Defective Gauges
- Dash light warnings, including ABS
- Inoperable Driver's Seat Belt
- Seats Torn and/or Stuffing Removed to Allow Exposed Metal or Student contact with metal
- Broken windows or windshield
- Defective Front or Emergency Door or Emergency exits
- Inoperable School Bus Lights
- Defective Windshield Wipers in yard (on the road, inclement weather only)
- Defective Defrosters in yard (on the road, inclement weather only)
- Excessive Play in Steering Wheel
- Defective Horn
- Defective Air Brakes
- Inoperable Vacuum Booster
- Inoperable Turn Signals

- Inoperable 4- way flashers
- Missing First Aid Kit, Missing or Defective Fire Extinguisher, Missing Chock Blocks, Body Fluid Kit, or Flares/Triangles
- Excessive Fluid Leaks Underneath Vehicle
- Inoperable Headlights
- Missing School Bus Sign
- Broken or Missing Mirrors
- Defective Tires
- Defective or Missing Stop Arms
- Broken Springs
- Defective Transmission or Gear Shift
- Missing Fuel Tank Cap
- Inoperable Back-Up Alarm and/or Back-Up Lights
- No Heat (cold weather only)
- Inoperable Two- way Radio
- Leaking Exhaust system

**Additional Items for Special Education Vehicles  
(Buses with “Safety Seats”, Wheelchair Buses)**

- Inoperable or Missing Seat Belts
- Defective or insufficient Car Seats
- Defective or Insufficient Number of Tie-Downs/Lap-Shoulder Belts for Wheelchairs
- Defective Wheelchair Lift

Any driver whose bus is unsafe according to these criteria may refuse to drive that bus without loss of pay. A driver will not unreasonably use these guidelines in order to avoid doing his/her normal work. Any driver who does so will be subject to disciplinary action.

### **Safety Policy Committee Protocol for Identifying a Bus with a Safety Defect**

USW Local 8751 and First Student, meeting in the Safety Policy Committee, have agreed that **every bus shall be equipped with** an envelope, attached to the bus's front interior, containing the following items:

- A) A current Daily Vehicle Condition Report (DVCR) – stays on bus.**
- B) A “Defect Reported. Do Not Operate!” sign**
- C) This Protocol and the “Guidelines for an Out Of Service Bus”.**

If a driver determines that a bus has a safety defect, based on the “Safety Policy Committee Guidelines for an Out Of Service Bus” (see reverse), the following steps should be taken:

- 1) **Driver Notes the Defect(s) on the DVCR, signs it, tears off the white page, and takes it to the dispatcher.**
- 2) Driver places the **“Defect Reported. Do Not Operate!” sign in the bus windshield.** Driver notifies dispatch of the downed bus. **A technician then verifies** the problem.
- 3) Dispatch attaches a **“Defect Reported. Do Not Operate!” sign to the Downed Bus’s clipboard,** and hangs it in public view in the dispatch office, alongside boards of all other Downed Buses. Dispatch also lists the bus as down on its magnetic board.
- 4) The **“Downed Buses” log** will be available for inspection by Union members throughout the day.
- 5) A bus will be considered “Downed”, and the **“Defect Reported. Do Not Operate!” sign shall remain in its windshield, until a technician signs the DVCR as “corrected”**
- 6) A driver then verifies the defect has been corrected and signs off the DVCR on the verification line.

## **Section 2 – Safety**

The Company will maintain its equipment and facilities as required by law and will not knowingly require a driver to operate a bus which does not conform to legal standards or which endangers the driver's or any other person's health or physical safety. It is the employee's responsibility to inform his/her supervisor of any safety defects that he/she could reasonably know about. The Company will repair all defects that are brought to its attention as soon as possible.

The Company will keep facilities in each yard in clean and sanitary condition. This includes keeping toilet facilities stocked with soap, paper, etc. Terminal managers at each yard will be responsible for keeping facilities maintained. The Company will provide adequate rest room facilities. There will be a minimum of one (1) toilet per fifty (50) employees of each sex in each yard. There shall be a minimum of two air hand driers, two hand sanitizers, and twice per day cleaning of the bathroom facilities.

The Company and the Union shall immediately meet to jointly resolve current facilities problems, including but not limited to rest rooms, flooding, parking, etc.

## **Facilities Committee**

The Company and the Union agree that a Facilities Committee shall exist for the purpose of discussing issues regarding the Company's workplace facilities and to jointly work toward improvements at each bus facility – including but not limited to restrooms, parking, drivers' room conditions, lighting, space for union administrative work, etc.

The Facilities Committee shall meet, when necessary, during the regularly scheduled Operational Committee meetings. The Operational Committee meetings will be held every other week (i.e., twice per month) at mutually agreeable dates and times. The Operational Committee shall consist of seven (7) representatives from the Union (including the three (3) full-time Union officers) and at least two (2) representatives from management. Operational Committee meetings will normally not exceed a two (2) hour period. Special meetings may be held at the request of either party. The Company shall provide payment of lost wages for drivers working on the Operational Committee.

When possible, in order to facilitate meaningful discussion, the parties shall exchange agenda items at least two (2) work days before each regularly scheduled Operational Committee meeting date.



## **Monitors and Behavioral Problems**

The following is the issue referred to in the Contract as Monitors and Behavioral Problems. It is understood that the parties will work to resolve these matters. However, it is understood that the monitors are School District employees under contract to the School Department and that their hiring, training, and placement are under the direction of the School Department.

All wheel chair routes shall have monitors. All monitors shall be adequately trained. In the case of a behavioral problem on any other route, including regular education routes, the driver of the route will file incident reports with his/her supervisor explaining such problems. After three (3) reports are filed on a particular route, the company will have a supervisor drive that route for one report period to review the problem. The driver of the problem route will be placed on stand-by for this one (1) report period and be paid a minimum of his/her flat rate. After supervisor review and verification of the problem, a monitor will be assigned to the problem route.

### **Section 3 - Training.**

The Company shall provide training as required by the relevant law and the City Contract. Drivers will

be given adequate notice of all training sessions and are required to attend. No one may, except where permitted by law, drive on school runs who is not fully trained or licensed. All drivers will be trained and the Company will assist the drivers in obtaining the necessary licenses during the probationary period.

The Company will pay the license fees. Renewal training will be paid at the Charter rate.

Drivers will be fully informed at all times as to their rights and responsibilities with the school children as well as all relevant rules and regulations covering the handling of school children.

The Company will notify drivers sixty (60) calendar days prior to the expiration of the employee's license. If a driver is prevented from obtaining his/her license due to the negligence of the Company, then the Company will be liable for lost time.

The Company will give two (2) weeks' notice on training sessions. The Company will endeavor to schedule training sessions so as not to conflict with normal run times. If an employee misses a training session, the employee will be eligible to attend the next scheduled training session, but the Company

will not pay the employee for training session missed. A driver who misses a scheduled training session shall be permitted to attend as a make up the next scheduled training session offering training in compliance with state law.

The Company agrees to provide CDL training for all 7D-van drivers who wish it, by seniority, and to allow 7D-van drivers to move up to CDL work before hiring outside CDL drivers. CDL training sessions will be held at least quarterly if needed to train all 7D-van drivers who sign up for it. The Company shall provide upgrade training to at least twenty (20) drivers each school quarter.

Time spent on retraining due to an accident will not be counted toward the eight (8) hours license renewal training, but will be paid.

The Company will give absolute preference to CDL job openings to current bargaining unit employees. The details of this will be worked out between the parties.

The Company agrees to provide a minimum of five (5) hours of Special Needs training per month including on weekends. There will be no Special Needs training on holidays, (including school

holidays). This training schedule will not affect accident retraining. This training will be available to all drivers. The Company will provide a minimum of eight (8) hours renewal training per month including on week-ends. There will be no mandatory renewal training on holiday (including school holiday) week-ends. This training schedule will not affect accident and other training schedules. The Company agrees that negligence on its part in the above will render it liable for all losses suffered by Union members resulting from said negligence.

### ***Joint Occupational Health Committee***

The purpose of the Joint Committee on Occupational Health is to oversee and monitor all activities relevant to the occupational health of the Boston School Bus Drivers as well as of other employees of the Company. The work of the Committee includes, but is not limited to: Open and publicized monthly meetings of the Committee, which will consist of the Committee Chairperson, a Union representative from each of the bus yards, a mechanic representative, and a representative from the Training and Safety Department (A representative from the School Department would be welcome at these meetings); Educating and exchanging information on Workers' Compensation; causes, remedies and preventative measures; Training for Committee members and

other interested company employees in the teaching of classes on ergonomics and other occupational health related issues; Teaching classes on ergonomics and other occupational health related issues offered on a monthly basis, or as scheduled by the committee, for all Company employees; Conducting an annual survey on the health conditions of the drivers.

First Student's support for this work will include: Payment of lost time for Union representatives with the mutual understanding that the Union will work cooperatively with the Company to avoid unnecessary disruption of services; Payment of Charter Rate for drivers who attend ergonomics training and other occupational health training; Material support in the form of stationery, copying, use of inter-office mail, etc.; Cooperation in the administration of the health survey and other work of the Committee; Assistance in the establishment of a computer data base incorporating the results of the health survey, Workers' Compensation statistics, and other pertinent data as identified by the committee; Facilitating operator/mechanic input to the Maintenance Evaluation Specialist for the purpose of suggesting specifications for new equipment purchases; Cooperation in the seeking of grant monies for the purpose of continuing the work of the

Committee, funding ergonomically designed bus equipment, or other pertinent issues relating to the work of the Committee. The Committee's premises are: According to the Bureau of Labor Statistics, the transportation industry is rated among the most dangerous to the health of workers; And that the Boston School Bus Drivers suffer an increasingly high rate of injury for reasons which include, but are not limited to, the absence of ergonomically designed vehicles, duration of employment, aging of the workforce, and increased risk factors associated with diesel powered fleets. The parties to this agreement seek to establish a data base which will verify the Committee's premise, identify and quantify other related issues, and use this information to reduce, mitigate, or eliminate those factors which negatively affect the health of the employees and the costs associated with work related injuries.

### **Licensing Procedure.**

(a) At the scheduled driver training sessions the trainer will instruct all drivers as to the procedure to be followed with the Company and the Union to collect and deliver licensing information to the appropriate licensing agencies. Drivers will be informed that failure to follow the established

procedure will result in the driver's responsibility to deliver his/her own information to the appropriate licensing agencies.

(b) Drivers will submit the necessary licensing documents to the company in a timely manner and the company will be responsible for timely delivery of same to the appropriate agencies.

(c) The Company will arrange for a physician to be available at training sessions to perform the required physical examination.

(d) The Company and the Union will jointly endeavor to arrange a special expedited procedure with the appropriate licensing agencies to handle the licensing of Boston School Bus Drivers as well as deal with individual problems that drivers encounter with these agencies.

(e) The Company will permit drivers who are awaiting their license renewal to drive on their CDL on an emergency basis. If after this period of time the driver still does not have his/her license due to circumstances beyond his/her control, the driver may elect to take a voluntary layoff.

(f) Time that a driver misses while awaiting his/her license renewal shall not be considered as absenteeism as defined in Article 17.

## **COMMERCIAL DRIVERS LICENSE (CDL)**

a) The Company will cooperate with drivers who want to get, or to renew, a Commercial Drivers License (CDL).

b) The Company will provide CDL training classes every other Saturday / school holidays and on lay off weeks including but not limited to a minimum of one (1) 2-hour evening training per week. Special consideration will be given to those who are unable to attend Saturday sessions due to religious belief.

## **TRAINING SESSION CREDIT**

CDL and license renewal training sessions, normally scheduled for four (4) hour sessions on Saturdays, holidays, and during layoffs, shall be open to all drivers who wish to attend. Credit for these sessions shall be divided into two (2) hour segments, e.g. 8 am - 10 am, 10 am - 12 pm. Drivers may attend either or both two hour segments for credit, and may



audit any segment of any session. Drivers arriving late shall be docked for that amount of time missed.

## **ABSOLUTE PREFERENCE IN HIRING**

The Company shall give absolute preference in hiring to Local 8751 members as well as school bus monitors. The Company will provide access to driver training to these Local 8751 members and monitors. The Company agrees to promptly notify the Union of any monitors whose application for employment as a driver has been rejected and the reasons why. Those rejected will be retained on file for future consideration for one year from the date of application. The Company agrees to make the Training office available to monitors for advice and guidance regarding driver advancement and to provide access to upgrade training. The Company agrees to correct the seniority of any individual denied absolute preference as defined above. The Company shall have the discretion to hire new bus drivers off-the-street should no monitors be licensed and available to start work immediately.

## **DRUG/ALCOHOL SCREENING**

### **Drug/Alcohol Screening**

The Company and the Union agree that all the students transported under the terms of this contract are precious cargo and of equal value. Accordingly, it is agreed that all operators (including 7D drivers) will be subject to Drug and Alcohol screening, pursuant to federal mandates, and in accordance with the following protocol.

1. The Union and the Company agree that pre-employment, post-accident, reasonable suspicion and random drug/alcohol testing will be conducted in accordance with Federal D.O.T. regulations. In order to promote full confidence in the fairness of the testing, the following procedures will be followed.
2. The testing pool will be made up of all CDL holders (drivers and management) and 7D drivers, and will be subject to random testing, in accordance with Federal D.O.T. regulations.
3. All drug testing records maintained by the Company will be kept separate from regular personnel files and be maintained in the strictest confidence. No test results for any employee will be shown or released to any third party (unless required

by law) without the employee's express written consent.

4. Union employees subject to testing retain all rights under the contract including Article 13.

5. In the event an employee tests positive for controlled substances and/or alcohol, the employee will be immediately removed from service and will be encouraged to enroll in a recognized Substance Abuse Rehabilitation Program (SARP) in accordance with Article 11, Section 4, but in no event will the employee be permitted to return to duty until successful completion of such a program. The Company and/or the Union will assist the employee, if requested, in identifying and enrolling in a recognized program.

6. If the employee chooses to enroll in the SARP, the employee will be placed on a Medical Leave of Absence and have access to the Sickness and Accident Insurance while enrolled in the SARP. Should the employee refuse to participate in the SARP, or fail to successfully complete the SARP, the employee shall have no further entitlement to a leave of absence or the Sickness and Accident Insurance, and will be deemed to have abandoned his employment.

7. Upon certification by a competent medical authority that he/she has successfully completed a SARP, the employee will be permitted to return to duty, subject to Return to Duty and Follow-up testing in accordance with D.O.T. guidelines.

8. A subsequent positive test will result in discharge.

9. Random testing schedules will be set in accordance with operational needs, however the Company will make every effort to schedule such testing in a manner which will result in the least possible disruption of employees' personal schedules, appointments, etc. However, an employee may never refuse to submit to a required test.

## **Article 11 – Leaves of Absences**

### **Section 1 - Maternity Leave.**

Maternity leave shall be treated the same as a leave for sickness or disability; an employee who is out on a maternity leave shall be eligible for sickness and accident benefits as outlined in this Agreement. Whenever an employee shall become pregnant, she shall furnish the Company with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work provided her

physician certifies she is able to do so. If the company directs an employee to take a leave prior to the birth of their child, the employee's flat rate will be maintained for the duration of such directed leave. For the purposes of this provision, a standby flat rate shall be determined as otherwise stated in this agreement. In the event that the employee's condition should be determined by her physician as rendering her unable to continue her work in a safe manner and without the probability of injury to herself or the fetus, she shall furnish the Company with a statement from her physician to this effect, and shall be granted a maternity leave. The maternity leave policy will comply with applicable Federal and State laws. This leave can be extended to a Child Care Leave.

### **Section 2 - Military Leave.**

An employee who is called to serve on active military service in the Army National Guard, the Air National Guard, or a reserve component of the armed forces of the United States shall be granted a military leave of absence. The Company will pay such employees the difference between his/her military pay and his/her normal flat rate pay, if the normal flat rate pay is higher. These employees (as well as employees who voluntarily enlist in the U.S. Armed Forces) shall continue to accumulate seniority during

the military leave of absence. After discharge from active duty, the employee shall report to work within ninety (90) days and will be reinstated to his/her former position. All employees on a military leave of absence must present their official orders from the military branch commander-in-chief before approval is granted.

### **Section 3. Bereavement Leave.**

All full time employees shall receive three (3) consecutive scheduled (or four (4) days in the case of out-of-state travel) work days of paid bereavement leave following the death of a father, mother, spouse, child, step child, sister, brother, grandparent, grandchild, or in laws. Spouse, for the purpose of this Agreement, shall include anyone with whom the employee lives in a marital like relationship regardless of whether a marriage ceremony has actually taken place. Likewise, stepchild shall include any children of a spouse in the above sense. An employee must identify in writing the individuals intended. Bereavement leave will not be paid for any day on which the employee is not scheduled for work. If the bereavement leave is taken on a scheduled work day, the employee will be paid an amount equal to that employee's average daily earnings during the then current payroll week. The Company reserves the right to request verification

from the employee. Verification will consist of documentation that verifies the relationship of the deceased to the employee, funeral date, and location. Documentation may include one of the following:

- i. Death Certificate
- ii. Pamphlet given at the service
- iii. Obituary from the newspaper
- iv. Letter from the Pastor
- v. Letter from Funeral Director

#### **Section 4 - Illness or Disability Leave.**

Illness or disability leaves of absence shall be granted by the Company. There shall be no limit on the lengths of such leaves. The Company reserves the right to request a doctor's certification no more often than once every thirty (30) days. Upon request of an employee to participate in a recognized Substance Abuse Rehabilitation Program (SARP), the company shall grant an illness leave of absence. The employee shall be re-instated to his/her former position in the bargaining unit upon successful completion of the program.

#### **Section 5 - Jury Duty Leave.**

All employees called for jury duty shall notify the Company immediately upon receipt of the subpoena. Employees shall be paid for any time lost while on jury duty, including jury selection, provided that the

employee shall turn in the court appearance certificate and jury fee, if any, before the Company will compensate the employee for the time lost, regardless of the length of time the employee is required to serve on jury duty. All holidays or Supplemental Unemployment Benefits for which the employee is otherwise eligible shall also be compensated. Each employee shall be required to furnish evidence of jury service on a daily basis in order to receive credit for jury duty.

### **Section 6 - Blood Bank Leave.**

A reasonable number of employees with the approval of the Company will, upon request, be granted the "PM" portion of one day a personal leave with pay for the purpose of donating blood to a blood bank, provided there is no disruption to the operation of the City of Boston. Verification of the giving of blood at the blood bank will be required. It is understood that this leave will not be considered time lost for purposes of the attendance bonus.

### **Section 7 - Emergency Leave.**

Emergency leave shall be granted to the employee upon notice to the Company with reason for such leave. If the employee so requests, payments for any past work due to the employee shall be made prior to taking the emergency leave, if possible. At the



request of the employee, the Company will mail the paycheck to the employee's designated address. Emergency shall be defined as an important disruption in an employee's life, such as, but not limited to, death in the family, illness in the family, etc.

### **Section 8 - Personal Business Leave.**

Personal leaves of absence may be granted by the Company. The leave will not be denied unreasonably. An employee requesting personal business leave of absence shall notify the Company as far in advance as possible.

### **Section 9 - Union Business.**

Any employee requiring leave due to union business shall be granted same by Company upon request. There shall be no limit on the length of such leaves. The Union will accommodate the efficient operation of the Company in the application of this Section. No more than fifteen (15) employees will be granted such leave at any one time. This does not include absences of less than one (1) week for union business which are covered under Article XVII. Individual employees on leave for union business will have their benefits maintained for up to six weeks.

### **Section 10 - Child Care Leave.**

An employee shall be entitled to a child care leave (related to the birth of the employee's child or the adoption by the employee of a child of less than seven (7) years of age) for a period of up to two (2) years. At the end of the two (2) years, the leave may be renewed.

### **Section 11.**

Seniority shall continue to accumulate during military, illness, disability and Union business leaves of absence for the duration of the leave. Seniority shall be frozen for any employee on personal business leave for more than sixty (60) days from the date the leave was taken. Seniority shall be frozen after one (1) year for any employee on any other type of leave of absence.

### **Section 12.**

An employee's route will be held open for authorized leaves of absence of less than sixty (60) days, except for authorized leaves granted for personal business, in which case routes will be held open for authorized leaves of less than twenty five (25) days. For requests for leaves of absence of more than sixty (60) days, or personal leaves in excess of twenty five (25) days, the driver's route will be placed up for permanent bid, except for jury duty or medical

leaves, (including Workers Compensation,) which will be placed up for permanent bid only by mutual agreement of the parties. When an employee whose route has not been held open returns from leave of absence the employee will bid on open positions or be placed on stand-by until the next bid if there are no open positions.

### **Section 13.**

The Company will copy the Recording Secretary of the Union and Chief Stewards in their respective yards on all leaves of absence documentation for all employees immediately upon granting such leave.

## **Article 12 – Seniority**

### **SENIORITY**

#### **Section 1 - Definition**

Seniority is defined as the length of time an employee has been continuously employed within the bargaining unit. All union employees who are hired by the Company after August 1, 1985, as a result of a transfer of work to this Company from any other Company engaged in transporting school children for the City of Boston, and who were union members at the other company shall be placed on the

seniority list in accordance with their position on the Union's City-wide School Bus Drivers Master Seniority List.

The Company will keep posted an updated City-wide School Bus Drivers Master Seniority List as prepared by the Company. Seniority lists will be posted in each yard one (1) month prior to each bid period (as described in section 7 below) and one (1) month prior to the anticipated end of the school year ( as published by the Boston School Department), but not less than on a quarterly basis. Stewards and officers of the Union will be supplied with a copy of the Seniority list whenever it is updated.

Determination of Seniority position is the sole and exclusive domain of the Company. Any disputes regarding Seniority shall be resolved through Art. 13.

Seniority disputes arising from causes pre-dating this agreement will be handled according to the grievance and arbitration procedure outlined in Art. 13.

## **Section 2 - Accrual**

Seniority shall commence after the completion of an employee's probationary period and shall be retroactive to that employee's date of hire. Seniority

shall accrue only for employees who perform bargaining unit work for at least ten (10) hours per work week on a regular basis.

### **Section 3 - Termination of Seniority**

An employee shall cease to have seniority and his or her employment with the Company shall be considered terminated for all purposes when any of the following occur:

- (a) Resignation or quit
- (b) Discharge after exhaustion of appeals
- (c) Absence from work without notice for a period of three (3) consecutive working days except for reasonable cause
- (d) Seniority during leave of absence is covered under Article XII, Section 11 of this Agreement
- (e) Failure to report or return to work within seven (7) Days following the termination of a leave of absence
- (f) Failure to return from layoff within one (1) week after receipt of notice by registered or certified mail by the Company sent to the employee's last known address.

#### **Section 4 - Application**

Seniority shall apply in the determination of eligibility for leaves of absence and in determining work selection as outlined in this Agreement, layoffs and recall.

#### **Section 5 - Reduction in Forces**

The Company agrees that there will be no layoffs in the 2011-2012 school year.

During the remaining two years of the contract the Company, after notice from the school department, will provide thirty (30) days notice to the Union and will meet and confer with the Union about possible layoff. In the event of a layoff the Company will attempt to place drivers who are being laid off with other First Student locations.

In the event that a reduction in force becomes necessary in the bargaining unit, employees will be laid off in reverse seniority order from the City-wide Seniority List. However, a senior driver may elect to voluntarily take a layoff in lieu of a less senior driver; the Company shall have no responsibility to notify drivers not subject to layoff by virtue of seniority.

In the event that the only work available to a driver is paid at an hourly rate lower than the work that the driver had previously been doing, then that driver may elect to take a layoff rather than accepting the lower paid work. In such a case, the driver will only be recalled when work paid at the hourly rate he/she had previously been making becomes available; unless and until he/she informs the Company in writing that he/she is willing to do work at the lower hourly rate. In such case the recall provisions will apply when an opening occurs.

### **Section 6 – Charter Work (Additional Work-Field trips, Athletics, non-route shuttling, etc.)**

The Company shall maintain eleven (11) separate seniority lists; two (2) Master Lists of all employees (Daily and Weekend/Holiday/Vacation) and nine (9) lists ranking the Employees within each of the former nine (9) school districts. A driver is considered to be assigned to the district of the last school of the morning run. The district seniority lists will be posted in each yard and will indicate Bus number, Driver Name and Seniority Number. The Company will designate a Charter Monitor for each terminal to have responsibility to administer the system. Charter work shall be bid and awarded by rotation from these seniority lists. The names and

assignments of drivers who have been awarded charter work will be posted in all terminals. Charter work shall be posted on the bulletin board along with the appropriate seniority list, including who is next in line for work. Charters may only be assigned on an emergency basis. This emergency work shall be limited to work for which the company had less than two (2) hours advance notice. If, in an emergency, charter work is given to an employee outside his/her place on the rotation, that Employee's name shall be skipped over the next time it comes up in the rotation.

There shall be no penalty for declining a charter award, other than the driver being passed on the seniority list. All charter awards will be available to stewards for inspection daily.

In the event of substantial modifications to the present charter system or new types of additional work, the details for implementing the bid system for this work will be negotiated between the Company and the Union prior to implementation.

### **Master Charter Work**

Definition: Field trips and other charter work commencing at 4:00 PM or thereafter on week days, and weekends, vacation and holidays. Master Charter



work shall be available to all employees on the basis of rotation from the Master Seniority List and shall be posted in all yards for bidding by all drivers, provided that the bidding driver can perform the work. All drivers who hold a CDL Class B license may bid on any charter requiring a CDL Class B vehicle.

There shall be two (2) separate rotations of the Master Seniority List for Master charters; one for weekdays and one for weekends and holidays.

Any violation of the above procedure will render the company liable for all losses.

### **District Charter Work**

Field trips that fall within regular school hours (6:00 AM - 4:00 PM, Monday - Friday, except holidays) shall be posted and bid on by those drivers who regularly work within the appropriate district (based on the former nine (9) School Department configuration) on the basis of rotation from the seniority list of that district. Non-route drivers, city-wides and stand-bys, shall bid by seniority prior to the beginning of the school year upon their district.

A review of the above procedure regarding charter assignments may be initiated by the Union within the first ninety (90) work days of the contract. Upon

written request for such review the parties shall begin negotiations within seven (7) days for a new procedure.

### **Section 7 - Selection of Runs**

With regard to route bidding there shall be a preliminary bid prior to the start of the school year.

A second bid will be conducted on the third Saturday of October with resulting route changes to be effective on the fourth Monday in October, provided that the new driver makes his/herself available for training on the new route on the Saturday and Sunday after the bid at the Company's discretion. This training will be paid at charter rate.

The routes available for bid in October will be limited to new routes, routes which have changed as indicated below, and routes of drivers who opt to bid.

A third bid will be conducted in February at the Kindergarten session change.

A fourth bid will be held in April. Routes posted for this bid shall be confined to newly created routes since February.

A fifth bid will be held for "Summer Work".

There will be no other bids.

The Company shall mail notifications to the drivers' last home address of record two (2) weeks prior to the annual bidding. These notifications shall include the dates on which the routes will be posted and their locations; the date, place and time of the annual bid; and bidding procedure.

Route sheets will be posted for a minimum of three (3) working days before each bid. These sheets will contain the following information: the vehicle number and type, the time assigned to each route (flat rate); the name, location, and scheduled arrival and dismissal time of each school on the route sheet; the list of stops for each trip including arrival and departure times; and an indication of how many children are scheduled to board the vehicle at each stop and which days each stop is to be considered active. All the above information shall be complete and up to date on the day the bid is held. If new information is included on the route sheet which has been updated subsequent to the posting of the routes for viewing, this information will be highlighted to indicate the change and the flat rate cover sheet will also be distinctively labeled "CHANGE". This

information is deemed to be substantive economic information upon which a driver exercises her/his Seniority bid rights. Any error or omission in, or subsequent change to the information provided on the route sheets when bid upon may be the basis for a flat rate re-evaluation, or for a grievance to be filed in accordance with Art. 13., or both.

If either during the bidding process or during the course of the year a route is so modified by the School Department that its flat rate is increased by sixty (60) minutes or more, it will be placed for bid at the next scheduled bid date for the bargaining unit. Bus drivers unable to attend the bidding due to illness or other valid reason shall delegate their bidding in writing to another person of their choice, who shall bid for them. Drivers on a medical leave of absence, (worker's compensation, illness and disability leave, etc.,) shall be permitted to bid providing the driver has a doctor's certification on his/her condition and probable date of return to work.

If any employee does not report at his/her designated bid time, he/she will be passed over until he/she reports. He/she will then bid when he/she reports, but will have no claim for routes already bid upon because of his/her tardiness.

The time assigned by the Company to each route (the flat rate) at the beginning of the year shall be the guaranteed minimum pending any change which may result from a re-evaluation process which may be initiated by the driver or the Company.

Newly created routes will be put up for bid for the bargaining unit as they become available.

In the case of a driver whose route flat-rate has been reduced, the original flat-rate shall apply at all times until the next bid period. It is understood that the Company may assign work to any driver whose flat-rate is being maintained through the above provisions.

## **PART TIME EMPLOYEES**

Part time employees will be allowed to share runs with other such employees, providing the following requirements are met:

A part time employee may be awarded a run providing another part time employee also bids on the run in question and their mutual work hours meet the requirements of the run.

No part time employee shall be permitted to work mid day routes only.

Each part time driver is responsible to maintain a partnership with another part time driver, so that an entire daily route assignment is shared between the partners, and the partnership functions as a single full time driver. This requirement shall apply to regular routes, as well as standby positions.

For the purposes of Article XVII, a part time driver who is absent from his daily work assignment shall be deemed to have been absent except that a part time driver absent for a mid day report only shall be assessed one-half (1/2) day of absence.

As a general policy future hiring for part time positions will be held to a minimum.

### **Section 8 - Stand-by Seniority**

The Company will continue its current practice of posting 14% stand-by's.

(a) Definitions:

Slotted regular stand-by positions in numerical order (e.g. 1 - 15) all shall be bid by the entire

membership. These stand-by slot positions shall be treated as a route bid in all aspects. Any newly created stand-by slot positions shall be treated as newly created routes for the purposes of bidding. Regular stand-by drivers shall replace drivers on a daily basis who are absent or otherwise not available for work. It is understood that a stand-by award shall include all work assigned to the original driver, including charters, ORC's, mid-days, etc. City-wide stand-by positions in numerical order (e.g. 1 - 6) shall be bid by the entire membership. These city-wide slot positions shall be treated as a route bid in all aspects. Any newly created city-wide positions shall be treated as newly created routes for the purposes of bidding. It is understood that the job description of a city-wide is to perform emergency work as directed by dispatch.

A driver returning to work from an LOA who has relinquished his/her route bid, newly hired drivers and drivers who after a scheduled route bid have no regular route bid assignment, shall be assigned a new, next lowest stand-by slot until the next scheduled bid.

## **LIGHT DUTY**

The Company shall allow drivers on workers compensation or medical leave status to return on a light duty basis with the goal of allowing the driver to return to full active status when h/she is able. This light duty status will be implemented upon the driver's release to return to duty by his/her Doctor. The light duty activities assigned to drivers will include the AM or PM portion of his/her bid route.

(b) From 5:00 a.m. to 5:15 a.m., and again from 12:35 p.m. to 12:50 p.m., stand-by drivers will be permitted to review the routes posted by the dispatcher for bid. At 5:15 a.m. and at 12:50 pm, all Stand-by drivers will select routes from among those posted for bid according to Stand-by slot number. After all Stand-by drivers have selected a route or waived their turn to select a route, management may assign in order of reverse seniority any remaining unselected routes to Stand-by drivers who have elected to waive their turn to select a route, assigning the route with the lowest flat rate available to the least senior Stand-by, and the route with the next lowest flat rate to the next least senior stand-by, etc.

(c) Open routes with report times prior to 5:30 a.m. will be given to citywide drivers who will do trip (1) of each such route. These open routes will then be



posted for bid at 5:00 a.m. for stand-by drivers to select at 5:15 a.m. These routes will be labeled with the citywide slot covering trip (1). Stand-by drivers selecting or assigned such routes at the 5:15 a.m. bid will complete the portion of said routes, beginning with trip (2) on which they bid (am and/or mid and/or pm). If there are more "early" routes than can be covered by the existing number of City-wide drivers, additional City-wide positions will be created by the Company and will be bid upon as set forth in Section 8 (a) above. If a City-wide driver is not present to perform his/her route by 5:15 am, that route will be posted for bid to the Stand-by drivers.

City-wide report times are as follows:

AM Flat Rate – 5:00 am to 12:30 pm

PM Flat Rate – 12:30 pm to 5:00 pm

Stand-by report times are as follows:

AM Flat Rate – 5:00 am to 7:45 am

PM Flat Rate – 12:35 pm to 3:05 pm

(d) If, at the time of assignment or selection by a stand-by driver, a route is open due to leave of absence or other cause for longer than one day, the route shall be bid upon for three days as in (b) and (c) above. The fourth day, the Stand-by driver who

selects or is assigned such a route shall remain with that route for the duration of the regular driver's absence, retaining both the indicated flat rate for the route and Stand-by time. If the Stand-by driver selects or is assigned a certain route and the regular driver subsequently appears to do the route before the Stand-by driver has left the yard, then the Stand-by driver shall be paid a minimum of that route's flat rate for the report period. The Company will provide a form documenting Stand-by driver "lock-ins" with a copy provided to the Chief Stewards.

## **Section 9 - Shuttle Buses, District Buses, "All-Day" Buses**

### **Lunch Period:**

A route posted for bid with a lunch period deduction will allow the Employee to take a lunch period beginning between the hours of 11:30 AM and 1:00 PM. The Employee will be allowed to return to the bus yard to document this lunch period (punch in, punch out). If the Company requires a driver to work through the lunch period, then the driver shall be compensated for the lost lunch period. If the company fails to notify the driver before 10:30 AM that he/she is required to work through the lunch period, the driver will have the option of refusing the

work. If the driver is required to work through the lunch period more than five (5) times in one month, the flat rate shall be revised.

**Definitions:**

Shuttle Buses are buses routed to perform stand-by type work, primarily of a "home to school" nature during the "mid-day" portion of the route usually for a School District or for a specific school (e.g. South Boston H.S.). District Buses are buses routed to perform scheduled type work, primarily of a "field trip" nature during the "mid-day" portion of the route usually for a School District or a specific school. All-day Buses are buses routed to perform stand-by type work, primarily of a "home to school" nature, for the entire route assignment, usually for a School District or a specific school.

Shuttle Buses and All-day Buses shall be paid at the report rate for all report period work performed (including but not limited to a.m., p.m., and mid-day report periods). District buses shall be paid at the report rate for all standard daily transportation and Stand-by time, with all additional hours to be paid at charter rate. Report rate guaranteed minimums shall not overlap nor apply to field trip work performed during the period of District assignment.

Drivers performing the above mentioned types of route assignments shall be allowed three (3) breaks per day totaling no more than one (1) hour of paid time. Such breaks are to be taken no more than five (5) minutes from the on-site assignment and will be subject to reasonable work-schedule constraints. If the route is posted for bid with a lunch period deduction then the drivers will be allowed two (2) breaks totaling one-half (1/2) hour paid time in addition to the lunch period.

Drivers shall not be required to perform work unrelated to transportation.

## **Section 10 - Route Evaluation Procedure**

### **FLAT RATE RE-EVALUATION PROCEDURE**

Drivers will be paid their flat rates for work performed during the flat rate period. If a driver requires additional time to complete their route as posted at the previous bid or as a result of subsequent route changes, the driver will apply to her/his terminal manager for a new flat rate. The Company shall be allowed ten (10) work days from receipt of a drivers flat rate change application to complete a route re-evaluation. The Company shall be allowed

fifteen (15) work days in the case of the first day of school (September start up).

Such evaluation will include all the time necessary for the driver to complete the route as it was posted for bid and including any subsequent changes to the route including but not limited to additional stops, additional school routes, inaccurate school dismissal times, and reasonable additional time - time to sweep out the vehicle, make a circle check, fill out any necessary paper work of a consistent nature, obtain necessary replacement vehicle, and other work related activity.

Upon re-evaluation, a finalized flat rate will be established. Dissatisfied drivers still retain grievance rights under the Contract. A steward may be present during such re-evaluation. The company will appraise drivers of this right. A copy of all flat rate change applications shall be given to the chief steward in each yard, including the terminal manager's decision on the change request.

Drivers who make fraudulent requests may be subject to disciplinary action.

If the company does not make a route re-evaluation within ten (10) days of receipt of the drivers

application, the company will accept the drivers application and adjust the flat rate accordingly.

## **PRE-TRIP PREPARATION**

The parties agree that the flat rates for routes shall permit fifteen (15) minutes for trip preparation and required safety pre-check per report. It is agreed by the parties that all the flat rates presently in place are presumptively properly rated. If individual exceptions exist, they shall be dealt with in accordance with Article XII S.10.

## **ROUTE PROBLEMS**

The Union, the Company, and the School Department agree to establish a procedure whereby routing problems may be corrected.

### **A. Scheduled Route Issues**

If the driver believes a route is untimely she/he shall notify her/his supervisor. The supervisor shall conduct an examination of the route and provide the driver with the results of the findings within two (2) working days.

If the union is unsatisfied with the results of the findings, the union may forward the problem to the Director of Transportation for reconsideration. The Director will respond within five (5) working days.

If the union is unsatisfied with the decision of the Director of Transportation, the union may send the dispute to the procedure outlined in section C.

A **Route Review Committee** will identify and attempt to resolve routing problems as well as to facilitate the work of the Route Review Panel outlined in Article 12 section 10, Route Problems, section C.

The Route Review Committee shall meet, when necessary, during the regularly scheduled operational committee meetings.

The Operational Committee meetings will be held every other week (i.e., twice per month) at mutually agreeable dates and times. The Operational Committee shall consist of seven (7) representatives from the Union (including the three (3) full-time Union officers) and at least two (2) representatives of management. Operational Committee meetings will normally not exceed a two (2) hour period. Special meetings may be held at the request of either party.

The Company shall provide payment of lost wages for drivers working on the Operational Committee.

When possible, in order to facilitate meaningful discussions, the parties shall exchange agenda items at least two (2) work days before each regularly scheduled Operational Committee meeting date.

## **B. Route Safety Issues**

The parties agree that in cases of overcrowding of buses (based on actual ridership) in violation of law the parties shall proceed as follows:

The union shall report the alleged violation to the company and the Director of Transportation. The Director shall render a decision within three (3) working days. If the union is not satisfied with the response it may proceed to expedited arbitration under Article 13 of the Labor Agreement.

## **C. Miscellaneous**

In other cases where the union alleges a violation of state or federal law the parties shall proceed as follows:



A panel consisting of two (2) representatives from the bus company (if the work is contracted out), the School Department and the Union will meet weekly on request of the union to consider such problems.

If the union is not satisfied with the determination of the panel it may appeal to the Superintendent of Schools.

### **Section 11 - Extra Report Rate Work of a Regular Nature**

Definition: ORC's, Late Buses, ELC, Project Promise, Therapies, etc.

Extra report rate work of a regular nature shall be bid by all employees on the basis of seniority. The time assigned for each bid trip will be added to the drivers flat rate. Drivers shall not hold more than one extra regular assignment unless no one else bids for the work.

### **Section 12 - Exception Time Reports**

Drivers will be paid at the report rate for all time worked in excess of their flat rate for all routes assigned during a report period. This additional time may include but not be limited to time spent during breakdowns, in heavy traffic, as a result of student

disciplinary problems, report writing. Drivers who work such time beyond their flat rate shall file an exception time report. Drivers who have filed an application for a flat rate change as in section 10 above shall complete exception time reports until a finalized flat rate is established.

### **Section 13a - Mid-day Stand-by Slots**

The Company will establish an appropriate number of Mid-day Stand-by slots to be bid on a daily basis.

### **Section 13b - Evening Citywide Slots**

In order to ensure timely backup service for Late Runs, ELC's, and other school or charter runs which start or continue later than 5:15 PM, the Company will post each day in each Terminal one (1) Evening Citywide position to be bid during the Morning Report by seniority to Standby Drivers. The minimum hours for this position shall be from 5:00 PM until 7:00 PM. These hours may be extended by the Dispatcher to meet operational requirements. In no event shall an Evening Citywide driver fail to be available to the Dispatcher by radio or in person at any time during his or her assignment unless released by the Dispatcher. To be eligible for this bid, the Standby Operator must meet the following criteria:

a.) Must not have another, conflicting assignment.

b.) Must be able to drive any school vehicle assigned to his/her Terminal.

c.) Must be ready, willing, and able to provide coverage, at the direction of the Dispatcher, for any route or charter, in-City or out-of-City, regardless of whether or not the work to be performed originated at his/her Terminal.

## **Section 14**

It is understood that all charter work will be bid as provided by this agreement. Stand-by drivers will not be arbitrarily used to perform assigned work which should be bid.

## **Article 13 – Grievance and Arbitration**

### **Section 1**

The purpose of this Article is to establish a procedure for the settlement of grievances between the employees, the Union and the Company. The parties recognize that most problems will be discussed and resolved between the employee, the Union steward and the aggrieved employee's immediate supervisor. Such informal settlements are encouraged. A "grievance," as used in this Agreement, is defined as a complaint or request of an employee covered by this Agreement which involves

the interpretation or application of, or compliance with, the provisions of this Agreement. If a grievance is not resolved in this informal manner, the following procedure shall apply:

**STEP 1.** Any employee with a grievance shall have the right to present and discuss the grievance with his or her supervisor and to have such grievance adjusted with the Union steward present, if the employee so requests representation by the steward at this meeting. Grievances must be presented in writing to the employee's supervisor within twenty (20) working days or thirty (30) calendar days, whichever is greater, of the occurrence or omission that gave rise to the grievance or within twenty (20) working days or thirty (30) calendar days, whichever is greater, of the time the grievant and the Union should reasonably have had knowledge of said occurrence or omission. Upon receipt of the grievance, the supervisor shall attempt to adjust the matter and shall respond to the steward and the employee in writing within ten (10) working days.

**STEP 2.** If a satisfactory settlement is not made of the grievance in Step 1, the grieving party shall, within five (5) working days after receipt of the answer in Step 1, present the grievance in writing to the Manager of the Company or his designee who

shall, within ten (10) days, discuss the grievance with the employee and the steward and/or a Union official. Within seven (7) working days of the discussion of the grievance, the Manager of the Company or his designee shall render a decision in writing stating all reasons for his decision. A meeting between Union and Company to discuss grievances in Step 2 shall be scheduled at least once a month if necessary.

The Company recognizes that proper notice of Step 2 and other grievance meetings is a necessary component of timeliness, and that the Union and grievants have a right to sufficient time to prepare their case(s). The Company agrees that all stewards and grievants involved in grievance step meetings will be notified by the Company in writing at their respective yards of the time and place of the grievance hearing at least forty-eight (48) hours in advance. The Company will endeavor to schedule grievance meetings in the yard where the grievant(s) and steward(s) filed the grievance(s), in order to facilitate efficient attendance and witness availability. The parties may also agree to schedule hearings at the Union office and at the Company's main office. A company-supplied sign up sheet will be sufficient payroll documentation for step grievance meetings.

**STEP 3. Arbitration.** If the grievance is not resolved in the foregoing steps of this Article either party may submit the matter to arbitration within thirty (30) calendar days after the receipt of a written answer in Step 2. The party desiring arbitration shall notify the other party and they shall thereupon attempt to agree to an arbitrator. In the event that the parties cannot reach agreement within thirty (30) days, the dispute shall be submitted to the American Arbitration Association under the Voluntary Labor Arbitration Rules and Regulations. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, change, disregard or modify any of the terms of this Agreement. The cost of the arbitration assessed by the American Arbitration Association and the arbitrator shall be borne equally by the parties. Unless otherwise mutually agreed, each arbitration proceeding shall deal with not more than one grievance, unless the grievances are related.

### **Expedited Arbitration**

The Union or the Company may submit any grievance to expedited arbitration within twenty (20) calendar days after the receipt of a written answer in Step 2 by mailing or delivering written notice to the other party. The grievance will be heard and decided

on an expedited basis (with a brief opinion) by one of a permanent panel of arbitrators.

The parties shall maintain a panel of five (5) arbitrators. The Company and the Union will meet to select the five (5) arbitrators for the panel, who will maintain availability to hear and decide cases at least once every sixty (60) days. The panel will consist of two (2) chosen by the Union, two (2) chosen by the Company, and one (1) either mutually agreed to, or if no agreement, one (1) selected by the American Arbitration Association. If a vacancy exists on the arbitration panel, the parties shall attempt to mutually agree on a replacement. If no such agreement can be reached, the parties will request that the American Arbitration Association select a replacement arbitrator for the panel. If an equal number of vacancies exist simultaneously, the parties shall each select a replacement for the panel.

Grievances awaiting arbitration will be assigned in rotation to panel members unless that particular arbitrator is not available during the next sixty (60) days, in which case he/she may be skipped in the rotation. Grievances will be scheduled for arbitration according to the following order of priority: Priority One – Terminations (in chronological order); Priority Two – Suspensions of

more than five (5) days (in chronological order); Priority Three – Group or Class Action Policy grievances (in chronological order); Priority Four – all remaining grievances (in chronological order). The parties may mutually agree to schedule a grievance for arbitration outside the normal priority order.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, change, disregard or modify any of the terms of this Agreement. The cost of the arbitration assessed by the arbitrator shall be shared equally by the parties. Also, the rules governing the expedited arbitration process (e.g. no briefs, prior framing of issues, etc) are as follows:

It is the intent of expedited arbitration to provide a streamlined and simple process to hear and decide disputes. With this objective in mind the following guidelines will be employed in expedited arbitration;

1. The issue for expedited arbitration will be framed prior to the expedited arbitration hearing. In the case no agreement can be reached as to the issue, the Union and Company will submit their respective framing in writing to the arbitrator and allow him/her to frame the issue. The issue (or respective framings)



will be conveyed to the arbitrator at least one week prior to expedited arbitration.

2. The Union and Company will endeavor to reach agreement on all joint exhibits and stipulated facts prior to the expedited arbitration hearing. The parties will provide copies of their respective exhibits to each other prior to the expedited arbitration hearing where possible.

3. The cases will be presented orally, including opening and closing arguments and conclusions. There will be no submission of written briefs. Both the Company and the Union reserve the right to file a post-hearing brief following any arbitration hearing.

4. If bargaining unit employees are required as witnesses the Company will cover the portion of their routes necessary and pay lost time. The Union will co-operate in scheduling such witnesses so as not to disrupt operations.

5. The arbitrator shall render his/her decision with a brief written opinion by the close of business of the last day of expedited arbitration hearings.

6. It is understood that this process should be abbreviated. Expedited arbitration cases should normally take no more than one day.

## **Section 2**

In the processing of any grievance or dispute, the Company will make available for inspection in its

own office any pertinent Company records to any authorized representative of the Union.

### **Section 3**

The Company shall have the right to initiate Step 2 of the grievance and arbitration procedure with respect to any grievance, dispute or difference. Such initiation shall be by letter from the Company to the Union.

### **Section 4**

The time limits specified in this Article shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the Company and the Union. In the absence of any such mutual agreement, then the failure of the Union to process a grievance within the above time limits shall constitute a waiver of the particular grievance and the failure of the Company to schedule a meeting or provide a written answer within the above time limits shall constitute an acceptance of that particular grievance. The terms "working day" and "working days" wherever used in this Article shall mean and include any calendar day during the regular school year when Boston Public Schools are in general session for students. Time

limits will be held in abeyance during all school vacation/layoff periods except that, for drivers who work during the Summer Recess only, grievances may be processed in accordance with the above time limits by mutual agreement between the Company and the Union. Such agreement shall be in writing and signed by the parties or the time limits will be deemed to be in abeyance until the start of the Fall Semester for Boston Public Schools.

### **Section 5 – Drivers in the Grievance Procedure**

**Make Whole Awards** - Drivers who have been terminated from employment and have active grievances will be permitted to designate a route at the bids including Summer Work. Should the driver be awarded a make whole remedy by an arbitrator, the make whole award will be based on these bid selections. Drivers who have been terminated from employment and have active grievances regarding their termination will have access to training, physicals and licensing.

## **Article 14 – Discharge and Discipline**

### **Section 1**

The Company shall have the right to discharge, suspend, or discipline any employee subject to the terms of this Agreement for just cause.

## **Section 2**

Any grievance relating to the discharge or discipline of an employee may be taken up and determined under the grievance and arbitration provisions of this Agreement except that an employee may be terminated during his/her probationary period without recourse by the employee or the Union.

## **Section 3**

If the School Department requires the Company to remove a driver from a run the Company will so notify the Union, and the Union may attempt to adjust the matter with the School Department pursuant to its agreement with the School Department. If the School Department and the Union are unable to reach agreement regarding such removal, the removal will be subject to the Grievance and Arbitration procedure of this Agreement. Final determination in these cases shall be rendered within thirty (30) calendar days from the School Department action requiring the Company to remove a driver.

## **Procedure To Be Followed As Per Agreement With The City**

1. If the Director intends to enforce Article 4.2.1 of the School Committee's contract with the bus

companies because it has come to the Director's attention that a driver was convicted of a criminal offense rendering him or her ineligible under the mandatory disqualification policy, the Director shall direct the bus company to notify the driver of the impending rejection and to suspend the driver without pay for up to ten (10) working days. If the driver elects an appeal within five (5) working days of the date of the suspension, the Senior Officer for Implementation, or designee, shall afford the driver an appeal hearing within the period of the suspension. At the end of the ten (10) day suspension, the driver shall be deemed rejected.

2. If the Director intends to enforce Article 4.2.1 of the School Committee's contract with the bus companies because it has come to the Director's attention that a driver was convicted of a criminal offense that might render him ineligible under the discretionary disqualification policy, and the Director intends to convene the discretionary panel, the Director shall direct the bus company to notify the driver of the possible rejection and to suspend the driver with pay until the panel makes its determination. The panel shall be convened within ten (10) days of the Director's notification. If the panel determines that the driver should be rejected, the Director may reject the driver forthwith, and the

driver shall have appeal rights as outlined in paragraph 6.

3. If the Director intends to enforce Article 4.2.1 of the School Committee's contract with the bus companies in other than disqualification cases, the Director shall direct the bus company, in other than extraordinary cases, to place the driver on a paid suspension pending full School Department investigation and decision. The final determination of the School Department shall be subject to appeal under section 6 below and/or directly to expedited arbitration.

4. When the Director orders a driver suspended under paragraph 3, he shall provide the driver with a specific reason, in writing, including, if known, the time and place of the alleged occurrence of which the driver is accused, and the driver shall have the right to submit a written explanation or refutation to the Director within five (5) working days of the date of the Director's charge letter.

5. Upon receipt of the written explanation or refutation, the Director may extend the suspension under paragraph 3 for further investigation; authorize the driver to return to work; or reject the driver.

6. In accordance with Article 4.2.2 of the School Committee's contract with the bus companies, a driver who has been rejected or terminated may appeal to the Senior Officer for Implementation, or designee, within five (5) working days, and the Senior Officer or designee shall afford the driver an appeal hearing within ten (10) working days of the receipt of the appeal. A driver who is on paid suspension at the time he makes an appeal to the Senior Officer for Implementation, shall have the suspension continued with pay until the Senior Officer, or designee, has rendered a decision.

7. At the hearing, the driver may be represented by the Union and/or by legal counsel. However, the hearing shall be informal, and the legal rules of evidence shall not be strictly enforced. All evidence against the driver must be disclosed at the hearing, so that the driver will have the opportunity to rebut it. Any evidence not presented at the hearing may not be considered by the Senior Officer or designee in making a determination. The Senior Officer shall notify the driver of his or her decision within two (2) working days of the date of the hearing. Such decision will be addressed to the driver and shall be delivered to the driver at the appropriate yard through the Company. A copy will be delivered to the appropriate steward in the same manner.

8. Whenever any driver is authorized to return to work by the Director or the Senior Officer after an unpaid suspension, the driver shall be reimbursed for time lost from work due to the suspension.

9. A driver rejected under the provisions of Article 4.2.1 shall have the right to initiate arbitration proceedings under Article 13, Section 1, Step 3. The driver, the Union, and bus companies and the School Committee agree to be bound thereby.

10. All parties retain their rights under applicable law.

11. The Director will make reasonable efforts to ascertain the identity of an accused driver and the facts of the allegations before imposing an unpaid suspension.

12. In the absence of any subsequent criminal offense, no current driver with a criminal record shall be subject to rejection or other adverse action not already taken by the Committee or the Companies.

13. The provisions of this memorandum shall apply only to actions taken by the Director of Transportation under Article 4 of the City Contract



and shall not be construed as applying to actions taken by the Companies.

#### **Section 4**

Notice of discharge or discipline shall be sent by the Company to the employee immediately, in writing, and a copy of such notice shall be sent to the Union at the same time.

#### **Section 5**

Prior to the imposing of any discipline, the incident giving rise to the contemplated discipline will be discussed with the driver and union steward if the driver desires the steward to be present. The Company will notify the Union before the meeting is held. In the case of discharge or suspension of one (1) week or more the Terminal Manager will represent the Company in the meeting. If another meeting is necessary it can be called by either party. Also, in the case of discharge or suspension of one (1) week or more, the Union may process any grievance which is filed in protest of such action by moving the grievance to Step 2 of the grievance procedure and a Step 2 grievance meeting will be held within seven (7) working days of such grievance being filed.

## **Section 6**

All company investigations will be conducted prior to the imposition of discipline. Employees will not be suspended without pay pending investigation.

## **Section 7**

Imposition of discipline shall be no later than fourteen (14) working days from the day of the Company's knowledge of the incident which gave rise to such discipline. If the Company requires additional time to conduct the investigation, the Company and the Union shall mutually agree as to the length of the extension. In the case of a charge/allegation of sexual misconduct the time for investigation may be extended.

## **Section 8**

In the case of an employee alleged by an agency other than the Company to have committed a criminal act arising out of employment, the employee shall be placed on a paid suspension. An employee who is charged with a crime arising out of employment and whose school bus certificate is suspended or revoked shall be placed on a paid suspension for ninety (90) work days. At the end of the ninety (90) work day period, the driver will be placed on an unpaid suspension pending the resolution of the case. If at the close of the criminal

proceedings the driver prevails (dismissal of charges or exoneration), the unpaid portion of this suspension and the driver's legal fees (as set out in Appendix B) shall be paid. It is understood that, with respect to the above type of cases, the parties maintain rights to all other sections of the collective bargaining agreement.

### **Section 9**

In the case of an employee alleged by an agency other than the Company to have committed a criminal act not arising out of employment, the employee shall be placed on unpaid suspension pending the resolution of the case. It is understood that with respect to the above type of cases, the parties maintain rights to all other sections of the collective bargaining agreement.

## **Article 15 – Union Activities**

### **Section 1**

The Company will allow discussion of Union business, the distribution of Union material or other Union activity on Company property as long as it is not disruptive of the operation.

## **Section 2 - Stewards**

The Company agrees to recognize such Union stewards duly appointed by and acting as agents of the Union who may receive complaints and process grievances through the grievance procedure. The Union shall provide the Company with a current written list of such stewards and alternates, if any, indicating their areas of responsibility. There shall be one (1) steward for every twenty-five (25) employees or fraction thereof. Any elected officer of the Local Union may act in the steward's place. The number of alternates may be equal to the number of stewards. The Union will provide the Company with a current list of elected Union officers.

## **Section 3.**

An International Union Representative of the United Steelworkers, AFL CIO CLC, may enter the Company's property on Union business, at reasonable times. Officers of the local Union, not employed at the Company, shall have unlimited access to the Company property.

## **Section 4 - Definition - Union Lost Time**

Union lost time is that time an employee is approved to conduct union business and which, under normal circumstances, the employee would be engaged in scheduled work for the Company. Such leave shall

be either paid or unpaid depending on the provisions of this Article. No Union lost time shall be paid unless it has been previously approved by the Company and the employee would have normally been scheduled to work by the Company during the time frame of the Union leave. The Union will accommodate the efficient operational needs of the Company in the application of this Article and the Company reserves its right to deny any Union lost time request based on its sole determination of operational need.

### **Section 5 - Unpaid Union Lost Time**

An employee may request unpaid Union lost time for those Union activities that do not involve a meeting with representatives of the Company. Such request is subject to the approval of the Company based on operational need. The request shall be made on a form provided by the Company and shall include the nature of the union business, the length of time needed to conduct the business and the location of the business. Every effort should be made to submit such request at least twenty-four (24) hours in advance of the business.

### **Section 6 - Paid Union Lost Time**

A Union Steward or other duly appointed Union official may request paid Union lost time for Union

business that involves a meeting with representatives of the Company such as grievance meetings and contractual labor-management committee meetings or contractually sanctioned Union Committee meetings.

Such request is subject to the approval of the Company based on operational need. The request shall be made on a form provided by the Company and shall include the nature of the Union business, the length of time needed and the location of the Union business. The request must be made at least forty-eight (48) hours in advance of the actual meeting. The Company may approve requests made under emergency conditions that are less than forty-eight (48) hours.

### **Section 7 - Union Officers on Full-time Leave**

The Company will allow three (3) Union Officers designated by the President, to be placed on full-time Union lost time during the regular school year and one (1) Union Officer during the summer break, in order to conduct official Union business that directly relates to issues that may develop between the Company and Union in the daily operation of the Company's business and the administration of the Union. Such approval is based on and subject to the following conditions:

- The Union officers shall be paid at a rate equal to a City-wide Stand-by position.
- The Union officers shall submit to the Region Vice President of the Company, on a weekly basis, a time sheet that details all Union business conducted on a daily basis. Such weekly payments shall be based on the activities described on the sheet and the sheet must be submitted on each Monday by 9:00 am. Failure to submit the weekly time sheet or late submission of the weekly time sheet may result in non-payment of the flat rate.
- The Union officers must be available to drive if there is an operational need and failure to report once contacted and directed to a specific terminal may result in withholding of lost time payments and possible disciplinary action.
- Each Union officer must provide the Company with a phone number where the officer can be reached. Additionally, the Company will provide each Union Officer with a pager device for communication purposes.

#### **Section 4 – Union Space At Bus Terminals**

As needed, the Company shall provide stewards with the use of a room at each bus yard for meetings with employees. The Company shall also provide a secure space for the chief stewards to maintain union files on site at each bus yard.

### **Article 16**

#### **Section 1.**

The Union agrees that there will be no strikes, stoppages of work, or slowdowns during the life of this Agreement.

#### **Section 2.**

The Company agrees not to conduct a lockout during the life of this Agreement.

#### **Section 3.**

The Union agrees that in the event of any violation of Section 1 of this Article the Union will immediately order that such violation cease and that the work be fully resumed. The Company will not take any legal or administrative action until the Union has immediately ordered such violation cease and the work be fully resumed.



#### **Section 4.**

The Company may impose any disciplinary action including discharge of any or all of the employees involved in a violation of Section 1 of this Article.

#### **Article 17 – Absenteeism and Tardiness**

Any employee who, because of sickness or other disability, or for any other reason, is unable to report to work on any day on which he/she is scheduled to do so, must notify the appropriate supervisor of such fact at least two (2) hours prior to his/her scheduled reporting time for work after the morning report period on that day, if possible; and at least one-half (1/2) hour prior to his/her scheduled reporting time for the morning report period, if possible. An employee's failure to comply with this Section may be the basis of disciplinary action.

Approved leaves of absence shall not be counted as absenteeism for disciplinary purposes. An employee shall not be subject to discipline for absence due to union business provided the union has notified the Company in accordance with the provisions of this Article. An employee shall not be subject to discipline for absence due to illness provided said employee furnishes a valid excuse from a doctor. In

no case shall an employee be subject to discipline for absences totaling less than seven (7) days per school year, provided said employee has followed rules regarding notification of Company to the best of his/her ability.

Any employee who is late in reporting to work for the first time in a school quarter shall have the right to do his/her run, provided the bus has not left the yard, and provided that no further delay is caused thereby. If an employee is late in reporting to work a second or subsequent time in the school quarter, he/she shall have the right to do his/her run provided that the standby has not begun his/her inspection check. If the run has been given to another driver, the late employee will not be paid the minimum report guarantee unless given other work. A driver will not be considered late until five (5) minutes after his or her report time. No run will be given to a standby driver until five (5) minutes after the report time of the regular driver.

It is understood that it is not the intention of the Company to punish an employee for being absent from work. However, the parties acknowledge that the Company will review each individual employee's attendance record on an individual basis. The parties agree to work together to resolve these problems.

The Company reserves the right to suspend and/or terminate from employment those employees who do not attempt to correct their attendance problems.

### **Article 18 – Management Rights**

Except as there is contained in this Agreement an express provision limiting the rights of discretion of the Company, all rights, functions and prerogatives of the management of the Company formerly exercised or exercisable by the Company remain vested exclusively in the Company. Without limiting the generality of the foregoing, the Company reserves to itself the right to manage and operate the Company; to determine the hours, schedules and assignments of work and work tasks; to promulgate work rules; to determine the standards of performance and to maintain discipline, order and efficiency; to determine the number of employees at any time; to determine employee competency; to hire, suspend, discipline, transfer (of operations and not of individual drivers), promote and demote for just cause; to layoff employees for lack of work or for other reasons; to assign, delegate, subcontract or transfer any obligation, interest, or right arising under the City Contract pursuant to the terms

thereof. Prior to new work rules being implemented, such rules will be discussed with the Union.

## **Article 19 – Scope of Agreement**

### **Section 1**

This Agreement constitutes the entire Agreement of the Company and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

### **Section 2**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## **Article 20 – Validity**

In the event that the law invalidates any section in this Agreement, such Section shall become null and void and the Union and the Company shall meet and discuss a revision of the subject section. All other sections, clauses, and articles shall remain in full force and effect.

## **Article 21 – Personnel Files**

### **Section 1**

Upon request by an employee, authorization will be granted for the employee at a time convenient to the employee and to the Company to examine his/her personnel file in the presence of a union steward. Upon inspection an employee shall be supplied with copies of any documents in his/her file. Upon review of personnel records by the employee, an item not comprehensible to the employee will be explained. After such review a written acknowledgement by the employee of such review will be placed in the personnel file. The Company shall maintain one and only one file for all matters pertaining to a particular employee.

## **Section 2**

The Company will not release any information in an employee's personnel file to outside sources other than date of employment unless legally required to do so or if authorized in writing by the employee.

## **Section 3**

All criminal and accident records will be a permanent part of the driver's employment record. All other disciplinary records will remain a part of the driver's employment record for thirteen (13) months.

## **Article 22 – Operations**

No Company employee who is not a member of the bargaining unit may be given bargaining unit work except in an emergency when no bargaining unit member is available to do said work. In such case, management personnel with the proper school bus licenses (from the appropriate agencies) may do said work.

## **Article 23 – Union Cards / New Drivers**

### **Section 1**

The Company will instruct each new employee that he/she is required by contract to join the Union. The

Company will have each new employee sign a Union authorization card, which will be delivered to the Union at the time the employee completes his or her probationary period. The Union is responsible for submitting Union enrollment cards to the Company in order to facilitate Union dues deductions as covered in Article IV.

## **Section 2**

The Company will schedule an Orientation session for new drivers, prior to their assignment to driving duties, during which Union Officers will be allowed a minimum of one hour to address the new drivers, and complete paperwork, including signing Union authorization cards. This Orientation meeting will be a minimum of two (2) hours in length and will be paid at the charter rate for attendees.

## **Article 24 – Pay Procedures**

(a) Paychecks will be issued at 9:00 AM Fridays; however, the Employee will not be issued his/her check until the completion of the AM route. This limitation may be extended due to circumstances beyond the control of the Company. In the event of a holiday or planned school closing falling on a Friday, paychecks will be issued by Thursday.

(b) Any employee who believes that he/she did not get the full amount of pay due to him/her on Friday must notify the supervisor before the afternoon report on Friday of the alleged shortage. Supervisors will also be available until 6:00 P.M. on Friday evenings to handle complaints of pay shortages.

(c) Any driver whose pay was short, and who followed the above procedure, will receive a check for the amount of the shortage by 5:00 PM on Friday, unless the shortage was due to driver error. Shortages due to driver error will be made up in the following week's paycheck, provided the Company is made aware of the problem prior to the Friday afternoon report. Supervisors will post a list daily of those drivers who failed to complete time reports or made errors or omissions on time reports, to give the driver an opportunity to correct the problem prior to the payroll being completed. If a driver's name is on the list and the driver fails to correct the problem, it will be considered a driver error.

(d) All checks to make up pay shortages will be accompanied by a slip itemizing tax and other deductions.

(e) When the Company believes that the driver is not entitled to the requested amount, a written explanation will be given to the driver by close of business on Monday.



(f) If a driver is absent on Friday afternoon after receiving his/her paycheck without justifiable excuse, the Company shall have the right to pay him/her on Friday after the conclusion of the afternoon run for four (4) consecutive weeks.

(g) The Company will make available direct deposit for those drivers who wish it, upon receipt of a written request.

## **Article 25 -ACCIDENT REVIEW COMMITTEE**

(a) An ARC will be established consisting of three representatives of management and three representatives of the Union and a neutral party agreed upon by both sides. The parties agree that the ARC shall be chaired by the neutral party who shall have expertise in the issues of traffic safety and prevention of accidents.

(b) The purpose of the ARC is to make a determination of preventability of accidents. The ARC is not a disciplinary body. The ARC shall schedule and conduct the meetings and establish the procedures for the deliberations of the ARC. A driver appealing to the ARC may elect to have Union representation and/or a translator at the meeting. Discipline for accidents shall not be dispensed prior to the meeting.

(c) Any driver who has an accident which is determined preventable by the Company has the option of taking the case to the ARC or through the grievance procedure for a determination on preventability. All discipline shall be subject to Article 13.

(d) Upon determination of preventability of an accident, the company shall notify the driver of her/his rights to the ARC and to the grievance procedure. The Company will copy Chief stewards in their respective yards and the Union office on all determination of preventability documents.

(e) The Union's ARC representatives will be paid lost time, or actual time at the report rate, for their work at the ARC meetings.

(f) A subcommittee will be created by the parties that will be made up of two (2) members of each side to consider addressing the issues that exist concerning the ARC process and select a third party neutral. The work of the subcommittee is to be completed by March 1, 2012. If the parties cannot agree on a third party neutral by March 1, 2012, the parties will submit resumes to the next arbitrator scheduled on the panel and will make presentations. The arbitrator will decide who the neutral will be.

## **NEW AGREEMENT ON ARC PROCEDURES**

### **ACCIDENTS**

If you should have an accident, the following information is required to fill out an accident report:

1. Date and Time of the accident.
2. EXACT location of the accident.
3. Road and Weather condition.
4. Other Vehicle(s) Information.
  - A. Drivers Information  
Name, Address, Phone number  
License Number
  - B. Owner Information (if different from driver)  
Name, Address, Phone number
  - C. Registration (Plate) on other vehicle(s)
  - D. Insurance Company for other vehicle(s)
  - E. Description of vehicle(s) (year, make, model, color)
5. Description of damage to all vehicles
6. List of witnesses

### **ACCIDENT REVIEW COMMITTEE (ARC)**

The written accident report must be turned into the Company Safety Supervisor. If the driver feels that

the accident is due to faulty equipment, that should be reported immediately and representatives of both union and management will have the vehicle tested. The driver may have a union steward present when filling out the accident report if the driver so requests.

### **If you Disagree with the Decision**

If you feel there is good and sufficient reason to question a "preventable" decision, an appeal form must be obtained from the Terminal Manager and this written appeal must be submitted within five (5) working days, after driver receipt of the notification of the decision, to the ARC through the manager. The driver will receive a receipted copy of the appeal request.

### **Notification of the Hearing**

A review will be scheduled as soon as possible by the ARC. The ARC will have regular weekly meetings on Wednesday at 10:00AM. Each appeal will be set up for a specific time period. The driver will receive written notification of the time and date of his/her appeal at least three (3) days before the review. If a driver fails to appear he/she must have

reasonable cause. A new appeal will be scheduled for the next available date.

### **Who may attend a Review Hearing**

The driver who is being reviewed may have a union representative present at all stages of the ARC review. The union representative shall have full representation and advocacy rights throughout the process. Additionally, the Company shall have the same rights throughout the process

### **Review Hearing Procedure**

At the beginning of each Appeal Review Hearing, the Chairperson will read aloud all reports concerning the accident. These reports will include; the driver's narrative of the actual accident from the Accident Review Form, the company's Preventability Report citing the Safety Supervisor's reasons of preventability and any additional reports (witness statements and law enforcement reports).

The driver may present the chairperson a written statement citing the reasons for the appeal. The driver may also include any witness statements, if available. If the driver does not present a written

report he/she will be allowed an opportunity to explain verbally to the panel the reasons for the appeal.

All questions and discussions must pertain solely to the accident under review.

The company will provide the ARC with all pertinent evidence, documents, photos, etc. in its possession. If requested, the company will supply a translator. Once both sides have been heard, the ARC will adjourn to caucus, then reconvene to a secret ballot vote (on pre-made identical ballots).

The ballots will be tallied in open sessions. Results of the vote will be made known to the driver immediately

Once a vote has been cast the decision shall be binding unless the driver or company, as a result of new evidence or as a result of a significant violation of the hearing procedure by a member of the ARC, appeals within five (5) working days from the date of the notification of the decision. This appeal must be in writing and must include the basis for the appeal based solely on new evidence or breach of the ARC procedure. After reading the new evidence the ARC

shall vote whether to reverse or uphold its original decision.

## **ACCIDENT REPORTS**

Unless disabled, drivers must complete an accident report under pains and penalties of perjury at the conclusion of the run during which the accident actually happened. The driver shall have the right to consult with a Union Steward while filing the report. The Company will notify the Chief Steward of each yard of all accidents reported on a daily basis.

Accidents which involve damage to the vehicle of less than \$560.00 and do not involve a third party shall be deemed "incidents" rather than accidents. Any damage to a vehicle over \$560.00 shall be deemed an "accident." Commencing in the second year of the contract, and continuing thereafter in each successive year, this amount shall increase by \$20.00 per year.

The parties agree that the safe delivery of service to the Boston School Committee is a mutual concern and shared responsibility. Accordingly, a driver involved in an accident deemed preventable by the Company shall be required to attend mandatory retraining. Retraining sessions will be four (4) to

eight (8) hours, scheduled during non driving hours including Saturday.

### **Article 26 – Previous Privileges and Benefits**

It shall be strictly understood by the parties of this Agreement that any previous rights, privileges and benefits enjoyed by the employees will in no way be diminished or abrogated by this Contract.

### **Article 27 – Master List**

The Company will continue to keep posted in each yard a Master List of all runs originating in that yard, by run number, with check in time, check out time and basic rate for each run.

### **Article 28 – Witnesses**

#### **Section 1**

The dispatcher in each yard will keep a log book of all calls from drivers who are unable to report to work. The dispatcher will note the time of each call, and the name of the driver calling in, and will initial the entry.



## **Section 2**

When such a call is received, the dispatcher will give the phone to a Union steward, or any other available Union member, to witness that the call was made. The witness will also initial the entry.

## **Section 3**

A copy of the daily log will be given to a steward designated by the Union every day.

## **Article 29 – Duration**

Except as otherwise provided in this Agreement, this Agreement will be effective as of July 1, 2011 and remain in full force and effect until June 30, 2014, and from year to year thereafter unless either party gives written notice of termination by certified mail not less than sixty (60) days and not more than ninety (90) days prior to the expiration of this Agreement. This Agreement shall terminate in the event the City Contract is canceled for any reason.

## Appendix 'A'

1. Standard Daily Transportation, morning, mid-day and afternoon, including dead head time: Report Rate
2. ORC/Late Bus/ All day Bus Shuttle Bus: Report Rate
3. Additional Trips: Charter Rate
4. District Bus:
  - For all standard Transportation: Report Rate
  - For all hours of district assignment: Charter Rate
5. Reserve Drivers (during report period): Report Rate
6. Stand –By bus service...
  - During report period: Report Rate
  - Outside report period: Charter Rate
7. Long Distance Field Trips: Charter Rate
8. Incidental work: Charter Rate
9. Time spent on vehicle breakdowns over and above the basic flat rate will be paid at: Report Rate

**Wages**

**2011-2014**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
<b>Bus Rate</b>	\$22.74	\$22.97	\$23.20
<b>Charter Rate</b>	\$13.87	\$14.01	\$14.15

## **Appendix “B”**

### **Retirement Benefits**

#### **Retirement Severance Pay:**

The Company will grant retirement severance pay with a total cost to the Company each year not to exceed \$50,000. The maximum benefit to each employee shall be \$5000 with a maximum of ten (10) employees eligible each year.

#### **Eligibility:**

In order to be eligible for the retirement severance pay the employee must be 67 years of age with thirty (30) years of service in the Boston operation.

#### **Medigap Insurance:**

The Company will provide medigap insurance (Harvard Pilgrim Medicare Enhance) for employee only coverage for eligible employees. The cost of the monthly premium shall be 80 % paid by the Company and the remainder paid by the employee, with the Company monthly premium cost not to exceed

\$279.02 per month for the length of this agreement.

**Eligibility:**

In order to be eligible for Medigap insurance the employee must be 67 years old with thirty (30 ) years of service in the Boston operation.

**Extension of Life, Dental and Vision for Retirees Only:**

The Company will extend coverage for Life Insurance, Dental Insurance and Vision Insurance to eligible employees.

**Eligibility:**

In order to be eligible for extended Life, Dental and Vision insurance the employee must be 67 years old with thirty (30) years of service in the Boston operation.

**Eligibility.**

Upon completion of thirty (30) calendar days of employment, employees will be eligible for the fringe benefits listed below. Also, employees on approved leaves of absence and layoff will not be

eligible for fringe benefits except for medical benefits in which case the employee will be required to pay 100% of the premium to continue coverage, except as otherwise provided herein. It is agreed that sick leave will be paid as provided below.

**Group Insurance / Supplementary Unemployment Benefits.**

During the course of negotiations, the parties agreed to a group medical insurance program (the details of which shall be published by the Company) and a supplementary unemployment benefit program which provides the following:

- **\$25,000 Life Insurance**, with double indemnity for accidental death and dismemberment, at no cost to the employee. All employees under this Agreement will be eligible for this benefit for the life of this Agreement.

Effective July 1, 2012, the amount of the Life Insurance coverage shall be increased to \$60,000 for

the employee and the Company will provide insurance for the spouse in the amount of \$25,000 and \$10,000 for a child.

- \$250 per week **Sickness and Accident Insurance**, payable from the first day of disability in the case of non industrial accident and the eighth consecutive day of illness, up to a maximum of thirteen (13) weeks, at no cost to the employee. The Company will make every effort to timely process all forms submitted to it for valid claims. In the event the benefit is approved but not paid by the insurer within fourteen (14) business days from the date of submission by the driver, except in cases where the delay is due to an error of the driver and/or his/her medical provider, the Company will advance the full amount of the benefit to the driver. In such instances, when payment is received from the insurer by the Company, the driver will

immediately reimburse the Company by endorsing and signing the benefit check with the following: “Pay To The Order Of First Student, Inc.”

### **Memorandum Regarding Sickness and Accident Insurance**

The Company agrees to maintain a Sickness & Accident Insurance plan for employees. Such plan will not require the employee to prove total disability. Rather, to be eligible, an employee must prove that he/she is physically unable to work due to a non-work related sickness or accident. The Company will process claims at its administrative office.

- **Group Long Term Disability**

The Company will continue to provide a **Group Long Term Disability policy** that will provide 50% of the disabled employee’s weekly pay with a cap of \$5000 per month and 5 year maximum payout. There will be a 90 day waiting period. Employees will have the



opportunity to purchase Long Term Disability coverage of up to 60% of the disabled employee's weekly pay with a cap of \$5000 per month and 5 year maximum payout. There will be a 90 day waiting period. Any additional coverage shall be paid for by the employee.

If an employee is currently collecting benefits under the LTD, there is no waiting period.

Both the Short-Term and Long-Term Disability benefits shall be seamless.

Pre-existing Condition – There is no waiting period if you are already enrolled in the existing LTD. If an employee is a new enrollee, there shall be a one year waiting period.

An employee shall be eligible for Long Term Disability benefits, for up to a two year period, if he or she is unable to perform one or more essential functions of his/her job.

After two years, if an employee is eligible for a different occupation with a compensation rate that is equal to or greater than the employee's current position, that employee ceases to be eligible for Long Term Disability benefits.

The Company will provide at least two (2) **Health Maintenance Organizations** (equivalent to Harvard Pilgrim Health Care HMO) for employees who enroll and their family dependents. The Company will pay 80% of the premium and the employee will pay 20% of the premium. When a driver is on an approved sick leave as defined in the contract, the Company will pay 100% of the health insurance costs for a period not to exceed two monthly premium payments. Thereafter, the Company share shall revert to 80% for the remainder of the calendar year commencing with the approved leave. The company will pay 100% of the premium for

employees on Workers Compensation. The Company will continue to offer the **Domestic Partner benefit** currently in place. The effective date of the group medical insurance coverage set forth above shall be determined by the insurance carriers under their standards procedures.

- **Supplemental Unemployment Benefits** of \$50.00 per week during the December, February, and April school vacation periods, and during the first two (2) weeks of the summer vacation and after five (5) consecutive "snow days." "Snow days" are defined as entire or partial days in which the school department cancels classes for the entire school system. In order to receive the Supplemental Unemployment Benefit stipend the driver must work the entire last day of school before and after the December, February and April vacations and the entire last day of school before summer vacation

unless the driver is on bereavement leave, a personal day, jury duty or a documented emergency.

- **Voluntary Supplemental Life Insurance.** The Company will provide details of the coverage available to employees through its Personnel and Benefits office. 100% of the premium costs associated with this coverage shall be paid by employees who opt to elect this coverage.
- **Voluntary Supplemental Accident Insurance.** The Company will provide details of the coverage available to employees through its Personnel & Benefits office. 100% of the premium costs associated with this coverage shall be paid by employees who opt to elect this coverage.
- **Vision Care Coverage.** The Company will provide an

Employee and Family Vision Care Plan. One hundred percent (100%) of the premium costs associated with this coverage shall be paid by the Company. Progressive lens coverage and rimless frame mounting will be added to the plan as well as “Repair broken prescription glasses” coverage, cost of frames up to \$150.00.

- **Dental Health Coverage.** The Company will provide an Employee and Family Dental Health Plan. One hundred percent (100%) of the cost of the Dental Health Coverage premiums for the DMO plan shall be paid by the Company. The Company will offer a PPO dental plan that the employee may choose at his/her option. The cost of the premiums for the PPO dental plan (over and above the cost of the DMO plan) will be paid 65% by the Company and 35% by the employee.

**Severance Pay.** Drivers terminated by the Company, or voluntarily resigning, will be paid for any unused Personal Days at the time they receive their final paychecks.

**Paid Holidays.** Thanksgiving Day, plus ten (10) "floating" holidays to be designated at the beginning of the school year which coincide with school holidays. The intent of the parties is to avoid declaring holidays in periods during which employees are compensated by supplemental unemployment benefits. In the case of non-route drivers (stand-bys, city-wides, etc.) the Employee will be paid an amount equal to that Employee's average daily earnings during the current payroll week. It is understood that the Union may designate up to one (1) Boston Public Schools Teacher All Day Professional Day as a Floating Holiday and up to one (1) Floating Holiday may be used as an Unscheduled Cancellation Day at the Union's discretion.

**Paid School Closing.** Three (3) days per school year for unscheduled cancellation days except that the Union may use up to one (1) Floating Holiday each year as an additional cancellation day to make a total of four (4) days. (See Paid Holidays, above.) Unused cancellation days will be paid to drivers at the end of the school year.

**Personal Days.** Five (5) days paid personal absence per year. It is understood that personal days are taken at the sole discretion of the Employee, except that the following provision shall apply: Three (3) Personal Days may be used at the driver's sole discretion as in the past. Two (2) days must be requested in writing to the driver's Branch Manager at least forty-eight (48) hours in advance of the day(s) requested. The Company will not unreasonably deny such requests. Unused personal days will be paid to the drivers at the end of the school year.

**Court Appearances.** An employee will be reimbursed for lost wages due to approved appearances in court on Company related matters. The Company will supply a driver with legal representation for court appearances where the employee is required to appear on behalf of the Company or where such appearance is approved by the Company. Notwithstanding the foregoing, in the event a driver is required to appear in court on his or her own behalf due to charges arising from the operation of his or her bus/van assignment, other than for moving violations and/or parking citations, and the driver is a.) not disciplined as a result of an independent Company determination and, b.)

acquitted of all charges, (or in the event the charges are withdrawn,) the Company shall reimburse expenses for legal representation incurred by the driver, up to a limit of \$2,000.00 upon presentation of acceptable documentation.

**Company Meetings.** Employees are to be compensated at the charter rate for time spent in mandatory meetings called by management. The Company will reimburse eight (8) stewards per month for time lost from work to attend general meetings with the Company and up to ten (10) stewards per month for time lost from work to attend the Step 2 grievance meeting.

**Credit Union.** The Company agrees to deduct monies from employee's paychecks and forward same on a weekly basis to a Credit Union chosen by the employees provided each employee has delivered to the Company a proper deduction Authorization Form.

**Pension Plan.** The Company agrees to deduct monies from employee's paychecks and remit it to an agreed upon pension program provided each employee has delivered to the Company a proper Deduction Authorization Form.



The Company shall make the following contributions to the Boston School Bus Drivers' Deferred Retirement and Savings Plan 401(k):

2011-2012: \$155,000 drop

Company matching contribution of 1.25% of employees' weekly payroll for individual employees enrolled in the 401k Plan.

2012-2013: Company matching contribution of 2.25% of employees' weekly payroll for individual employees enrolled in the 401k Plan.

2013-2014: Company matching contribution of 2.25% of employees' weekly payroll for individual employees enrolled in the 401k Plan.

The Company also agrees to pay for actual administration costs associated with the Local 8751 401 K plan upon presentation of an invoice (or invoices) from the company holding the Plan account. If in any plan year these actual administrative costs should exceed \$17,000.00, the Company will pay the balance upon certification of this amount by invoice from the Company holding the account.

In the event the total administrative costs of the 401 K Plan do not exceed \$25,000 in any contract year, the Company will contribute an additional lump sum amount to the Plan up to a maximum of \$115,000 (inclusive of all administrative costs and the minimum lump sum contribution of \$85,000) in the first year of the contract. This maximum amount will be increased to \$120,000 in the second year and \$125,000 in the third year of the contract.

The company recognizes its responsibility to cooperate with the Union to protect the financial integrity of the Boston School Bus Drivers Deferred Retirement and Savings Plan. The company understands its obligations under the collective bargaining agreement regarding the Pension Plan.

First Student will recognize the existence of the Union 401 K Committee, and agrees to the attached Memorandum of Understanding Concerning Administration of the Union's 401 K Pension Plan and Pension Plan Committee dated Oct. 31, 1991.

The Union's 401 K Pension Plan Committee will endeavor to be sensitive to the operational needs of First Student in the scheduling of Pension Plan Committee meetings.

## **Memorandum of Understanding Concerning Administration of the Union's 401-K Pension Plan and Pension Plan Committee (October 31, 1991)**

The parties agree to the following terms and conditions in order to service and support the administration of the Union's 401-K Pension Plan [Boston School Bus Drivers' Deferred Retirement and Savings Plan 401(k)]:

- 1) The Company will designate one staff person at each terminal location to assist the Plan Administrator and Pension Plan Committee members in creating, copying, and disseminating 401-K related information; and in processing 401-K related forms. It is intended that the designated Company staff persons together with the Union's Pension Plan representatives will be the primary interface and clearinghouse for Pension Plan related employee activity.
- 2) The Company will assign at least one payroll staff person to keep all records of Pension Plan related employee activity, to deduct employee authorized

contributions and loan repayments, and to deliver these funds to the Union's designated Pension Fund account on a timely basis and as directed by the Pension Plan Administrator or Service Representative. It is intended that the Company payroll staff, in close cooperation with Union Pension Plan representatives, will be the primary keeper of payroll related employee Pension Plan activity, and will keep such records, generate such reports, and make such communications as may be necessary to assist the Union's Pension Plan representatives in properly administering the Union's Pension Plan.

- 3) The Company will provide administrative supplies as needed to carry out Pension Plan related work.
- 4) The Company will cooperate with reasonable requests for use of fax machines, telephones, and computers to expedite Pension Plan administrative communications.

- 5) The Company will cooperate with any auditors contracted by the Union to examine Pension Plan records and will provide said auditors with access to all records kept by the company which are necessary to complete all required elements of the Union's audit.
  
- 6) The Company will cooperate with the Union and any agent of the Union in the transfer of records and of funds to the Union's Pension Fund account and its administrative representatives or agents as directed by, and in consultation with, the Pension Plan Administrator or Service Representative.
  
- 7) It is understood that the Company will pay the Union's Pension Plan Administrator, or designee, five (5) hours a week at the report rate to perform necessary membership services. This paid time will be taken at the discretion of the Union designated Pension Plan Service Representative, and will be paid in addition to any regular hours worked each week including any overtime differential. In

addition, the Pension Plan Service Representative will be paid for all regular hours lost due to necessary administrative duties performed in consultation with Company personnel, which will include but not be limited to one (1) paid day per quarter for allocation services, and three (3) hours per month for processing withdrawals, taken at the discretion of the Pension Plan Service Representative.

- 8) It is understood that the 401-K Pension Plan committee will consist of the President and Vice-President of Local 8751, the designated Pension Plan Service Representative, and representatives from each terminal location. The Committee will meet once each month on or about the first Thursday of the month at 11:00 AM in the general offices of the Company or an alternate location designated by the Union. The Company shall pay lost time to bargaining unit members for work of this committee, including attendance at meetings.

- 9) All regular work hours lost by Committee members will include reasonable travel time from terminal locations to meeting place and return. All paid days will be at the prevailing flat rate, or based on an average of paid hours per day worked during the most recent week worked, whichever is greater. Lost work time will be paid the week after a submission for work hours lost is made by Committee members to the Company.

**Annual Renewal of License.** The Company agrees to reimburse employees for their annual renewal of all required licenses, including all required physical examinations.

**Child Care Committee.** The Union and the Company will establish a joint committee to review options for employees to get sufficient child care service. The Company shall provide payment of lost wages for drivers working on this committee and all other administrative costs associated with the committee. Each party shall have up to three (3) representatives serving on the committee. The committee's tasks will

include, but not be limited to, surveying the needs of the members, investigating the options for child care and provide communication and networking to assist in the providing of child care service.

The Committee shall meet at least once per month – at a mutually agreed time and location. The Committee will consist of three (3) representatives from the Company. The Union representatives shall include the President, Vice President, and representatives from each yard. The Company shall provide payment of lost wages for drivers working on this committee. Summary Plan Descriptions and Highlights of the Plan for the Dependent Care Reimbursement Account shall be translated into the languages of the bargaining unit (Haitian Creole, Spanish, Cape Verdean Creole, Vietnamese, etc.). The committee shall publish a “Child Care Bulletin” to inform the work force of activities, programs, benefits, resources and work of the committee.

**Dependent Care Reimbursement Account.** The company will continue to maintain and administrate the plan currently in place.



**Medical Savings Account.** The Company will offer to employees a Medical Savings Account in accordance with relevant tax laws.

**Attendance Bonus.**

Employees shall be eligible for an attendance bonus for perfect attendance, according to the schedule set forth below:

**Perfect Attendance In: Bonus Amount**

1. September and October	<b>\$125.00</b>
2. November and December	<b>\$125.00</b>
3. January and February	<b>\$125.00</b>
4. March and April	<b>\$125.00</b>
5. May and June	<b>\$125.00</b>

Driving time missed for the following reasons will not be considered as time missed for purposes of the periodic attendance bonus:

1. Bereavement Leave under Article XI, Section 3;
2. Jury Duty Leave under Article XI, Section 5;
3. Time expended by Union Stewards, officers and members attending to defined union business such

as grievance hearings, accident review committee hearings, tellers at union elections once a year, meetings to administer the union contract, or for paid company business.

4. Paid Personal Day
5. Blood Bank Leave
6. Military Leave

It is agreed that the attendance bonus eligibility standard related to jury duty shall be applied retroactively, and that for purposes of calculating attendance bonuses retroactively, attendance by the paid employee Union negotiators at collective bargaining sessions shall not render the driver ineligible.

**Annual Holiday Party** – The Company agrees to pay expenses for the Union’s annual Holiday party not to exceed \$15,000. The parties will meet well in advance of the Holiday party. The Company shall pay the monies directly to vendors for the costs associated with the Union’s Holiday party - hall rental, D.J., food, etc.

**USW Local 8751 Scholarship Fund.** The Company agrees to deduct one (1) dollar from employees, who submit a voluntary check-off card, from their pay checks, concurrently with the dues

deduction schedule, and to forward same to an account of the Union's choosing.

## **Memorandum Regarding Health Insurance Opt Out Benefit**

Employees who decline to participate in the Group Health Insurance Plans offered by the Company shall receive a health insurance opt out benefit if they meet the eligibility requirements.

**Eligibility:** To receive the opt out benefit pursuant to this section, employees must meet all of the following eligibility requirements:

1. Employees must be enrolled in a Company sponsored group health insurance plan for one year and drop coverage from the plan during the Open Enrollment Period. For employees that have previously dropped a Company sponsored health plan, the employee must establish that they have been enrolled in a Company sponsored plan for at least one year at some point during their employment under the "Boston Public Schools Student Transportation Contract" and provide updated proof of

other group health insurance coverage as set out below in item four (4) during the open enrollment period;

2. If the employee who, is currently not enrolled in a Company sponsored group health insurance plan, but was enrolled in a Company sponsored group health insurance plan prior to 1992 related to the “Boston Public Schools Student Transportation Contract” and is unable to supply the Company with proof of their previous enrollment, they may receive the opt out benefit if they submit a signed statement affirming their prior enrollment under the pains and penalties of perjury;
3. Employees are eligible for the opt out benefit if they have coverage under another plan. Other plans are:
  - a. Employee spouse’s/partner’s plan (as long as he or she is covered by someone other than the Company);
  - b. A private plan;

- c. A plan offered through a second employer (if employee has another job that provides health care benefits); or
  - d. A retiree health plan.
- 4. Employees must remain eligible for health insurance to participate in the health insurance opt out program. Employees seeking to receive the “single plus one” or family plan Opt Out payment must provide proof of their eligibility for “single plus one” or family coverage at the time such employees seek to participate in the opt out program and annually thereafter. Employees who are no longer eligible for “single plus one” or family plan coverage will be eligible for the individual plan opt out benefit.

**Loss of Insurance:** If the employee suffers a qualifying event and loses the alternative group health insurance coverage during the year, the employee will be eligible for coverage under the Company plan but must repay any prorated opt out benefit received based on the portion of time the employee, spouse or dependents are covered by the

Company group health insurance plan. Such repayment may be recouped by the Company by payroll deduction.

**Benefit:** The eligible employees shall receive an annual benefit of one thousand and five hundred dollars (\$1,500.00) for opting out of an individual plan, two thousand dollars (\$2,000) for opting out of an “individual plus one” plan or twenty-five hundred dollars (\$2,500) for opting out of a family plan.

## **Appendix “C” – Memoranda of Understanding**

**a. Memorandum Regarding the Twenty-five (25) Hour Weekly Minimum**

The parties agree to a cumulative twenty-five (25) hour weekly minimum, except as otherwise noted elsewhere in this agreement.

**b. Memorandum Regarding Electronic Check-In/Payroll System**

The company will supply laminated cards at the terminal. Information obtained from this system will absolutely not be used for the purposes of reducing flat rates nor in any way negatively affecting a drivers valid payroll. The Union will inform the drivers of their responsibility to produce a valid driver’s license including S.B.O. and/or 7-D upon request of Management.

**c. Memorandum Regarding Global Positioning System and “Zonar”**

Whereas First Student Inc. (the “Company”) desires to utilize a global

positioning technology, (GPS) for the purpose of further enhancing the safety of students, efficiency, quality and delivery of services for the Boston Public Schools Transportation system;

Whereas, the parties have engaged in good faith negotiations and have fulfilled all obligations under the collective bargaining agreement between the parties;

Whereas, the Company maintains that it does not have an obligation to further negotiate over the utilization of GPS and the Union maintains that the Company has an obligation to negotiate over the utilization of GPS;

Whereas the Company and the Union both desire that the utilization of GPS technology be conducted in a harmonious and amicable fashion;

Whereas GPS issues related to labor relations, including but not limited to driver wages, working conditions and discipline, are the sole domain of the



Employer (First Student) and its legal collective bargaining agent, USW 8751; Whereas, with respect to GPS equipment installed on Company vehicles, or any similar equipment installed in the future (“Zonar” or any other like product), the Company agrees that no employee has been or will be disciplined as a result of Zonar reports except as modified herein.

The parties hereby agree as follows:

1. At six (6) months from the signing of this agreement and at six (6) month intervals during the life of this agreement, the parties shall meet to discuss the ongoing impacts and to evaluate the operational feasibility, fair and non-discriminatory implementation and overall success of the program. The utilization and use of the GPS system will remain in effect for the duration of the memorandum of agreement which will be co-terminus with the duration dates of the collective bargaining agreement.
2. Regarding GPS, the Boston School Department, the City or its agents shall not engage in any activity that interferes with

labor / management relations. While it is understood that the Boston School Department/City will have access to review of data generated by GPS installed on its vehicles, said review shall be confined to issues related to student safety and company compliance with its vendor contract. The Boston School Department/City will not, under any circumstances, use GPS data for the purposes of discipline. Further, Boston Public Schools will not recommend that disciplinary action be taken on any USW 8751 member utilizing information from a GPS system. Evidence of violation of this provision shall render management's action against an employee Union member null and void.

3. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of the utilization of GPS equipment. It is agreed that there will be no excessive monitoring of the system. No member of the company, nor its agents, shall conduct "trolling" of the database for alleged violations. The company agrees that it shall not randomly review information available

through the system or utilize such information for disciplinary purposes unless a review has been prompted by a “qualifying event”, such as a visual observation by a company employee; repeated unreasonable requests for exception time, a complaint of an offense alleged by a student, parent, or member of the public based on specific evidence; or a complaint regarding driver on-time performance.

4. The Company further agrees that the information contained in and derived from any GPS reports shall not be disclosed to any third party, except in a disciplinary action when supported by independent facts and justification or as required by laws or contract, provided further that the Company shall provide the Union with GPS reports if relevant to a lawful Union concern.
5. The Company agrees that all prior discipline based on GPS data are hereby withdrawn and employees files shall be purged of all said discipline. All prior grievances identified by the parties as of August 20, 2008 are to be settled as agreed by the parties (in separate agreements) and the

Union's Class Action GPS grievance is hereby withdrawn.

6. In the event that the Company plans to rely on information obtained from GPS for disciplinary purposes, the Company shall provide a copy of such information to the Union.
7. The Company will provide to the Union, on a monthly basis, the GPS system administrator's log-in report and will provide all pertinent information included in that report
8. The parties agree that creation and re-evaluation of flat rates shall not be based on GPS data but shall remain as described in the contract. GPS data will not be used in the process.
9. The parties agree that information obtained by GPS will generally be used for guidance and instructional purposes. Any minor infraction such as "idling", "off route" and "unauthorized use" that in any part is verified by the use of GPS will not count as a first offense for the purpose of progressive

discipline. Such infraction will result in counseling of the employee by management. Repeat offenders for minor infractions will be subject to progressive discipline.

It is understood that the Company may use information obtained by GPS for discipline in the case of serious offenses and criminal allegations in the first instance.

The Company agrees that it will not use GPS data to support any disciplinary action for at any time prior to six months from the date of the execution of this agreement.

10. First Student will provide access to view the GPS system for up to three Union members as designated by the Union President in writing to the Region Vice-President. Access will be limited to these Union members. Non-compliance with this paragraph may result in cancellation of this access. It is understood that the Company shall grant all requests by the Union for reports from the GPS system.
11. The Company agrees it will not discipline a driver based upon the utilization of GPS

records that are more than thirteen (13) months prior to the implementation of the discipline.

12. No discipline shall be based solely on GPS data, but will be based upon independent facts and justification that comport with the “just cause” standards and provisions of the Labor Agreement. It is agreed that the immediate supervisor and/or Terminal Manager, in consultation with the Contract Compliance Manager, HR Manager, and/or the Region Vice-President shall have the responsibility to make the initial determination as to whether a Union employee’s activity is appropriate or not.

The parties agree that information obtained by GPS will generally be used for guidance and instruction. The procedure for handling inquiries into “qualifying events” involving allegations against an employee shall be as follows:

The Company shall make a reasonable attempt via the radio to contact the employee to inform

him/her of the alleged offense and inform the Union leadership.


The Company will inform the employee and his/her union representative when he/she returns to the yard that the Company will be conducting a GPS inquiry.


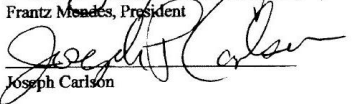
The Union and the employee will receive copies of any reports generated as a result of the GPS review.

As soon as practicable the employee and his/her union representative will meet with the Supervisor to attempt to resolve the matter.

FIRST STUDENT INC.

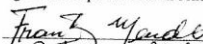
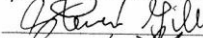
UNITED STEELWORKERS, LOCAL 8751  
AFL-CIO-CLC

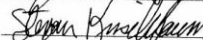

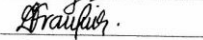
  
Robert Timilty,  
Regional Vice President &  
General Manager


 12/10/11  
Frantz Mendes, President  
  
Joseph Carlson

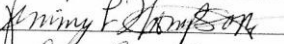
December 12, 2011

We, the undersigned members of the 2011 Contract Negotiation Committee, wholeheartedly recommend for membership ratification the Dec. 7<sup>th</sup> Company final offer. We believe that this offer represents historic advances and improvements, including a first ever, comprehensive retirement package, as well as significant improvements in benefits, such as Dental, Life Insurance, etc.

 President  
 Vice President

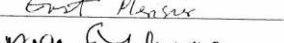
  
 Readeville B-373  
 Charlestown HB-140/B339

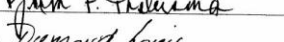
 Washington

 Washington St

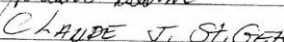
 Readeville

 Charlestown QB#3

 Wash

 Financial Secretary

 Freeport

 Readeville yard

CLAUDE J. ST. GERMAIN FREEPORT



AGREEMENTS BETWEEN THE BOSTON  
SCHOOL DEPARTMENT, THE MAYOR OF THE  
CITY OF BOSTON AND THE UNITED  
STEELWORKERS, AND LOCAL 8751.

LETTER OF AGREEMENT "A"

The Boston School Department, the Mayor of the City of Boston and the United Steelworkers and Local 8751 agree:

1. The City agrees to contain in any bid specifications for bus transportation that will be provided during the period of the Agreement a requirement that the vendor or vendors, should there be multiple vendors, will recognize the Union as the collective bargaining representative of all employees employed by such vendor(s) who furnish regular and special service under the terms of the vendor(s) contract;
2. The City agrees to contain in any bid specifications for bus transportation that will be provided during the period of this Agreement a requirement that any new vendor(s) give preference for available continued employment in order of seniority

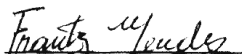
to employees employed by the preceding vendor(s);


3. The City agrees to contain in any bid specifications for bus transportation that will be provided during the period of this Agreement a requirement that any new vendor(s) shall agree to be bound by the terms of the collective bargaining agreement, ratified on December 15, 2011, between the United Steelworkers, Local 8751 and First Student for as long as First Student agreed to be bound by the same agreement, specifically for the period commencing July 1, 2011 through June 30, 2014;

The Union agrees that there will be no strikes, stoppage of work, or slowdowns during the life of this Agreement. The Union agrees that in the event of any violation of the previous sentence, the Union will immediately order that such violation cease and that the work be fully resumed;


This Agreement shall be in effect from the date of execution through June 30, 2015;

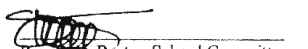
This Agreement is voluntarily entered into and adopted as between the parties this 15<sup>th</sup> day of December 2011.

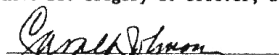
  
President, USW Local 8751

  
Staff Representative  
United Steel Workers

  
Asst. District Director  
United Steel Workers

  
Mayor, City of Boston

  
President, Boston School Committee  
Rev. Dr. Gregory G. Groover, Sr.

  
Superintendent  
Boston Public Schools

## LETTER OF AGREEMENT “B”

The Boston School Department, the Mayor of the City of Boston, and the United Steelworkers and Local 8751, in an effort to resolve concerns over job security and to promote transportation service stability, enter into this binding Letter of Agreement.

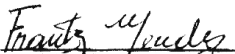
If the School Committee or the City determines to provide school bus services using its own employees, rather than entering into a contract with a private vendor, for work to be performed during the term of this agreement, the School Committee or the City agrees to be bound by the terms of the collective bargaining agreement and other memoranda of agreement with the Union so long as they are in effect. In such case, the City or the School Committee will offer available employment to employees in order of seniority, will honor the employees’ seniority under the collective bargaining agreement for wages, benefits and competitive purposes, and will recognize the Union.

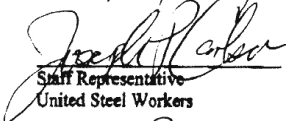
The terms and conditions of the 2011-2014 agreement with First Student Inc. will continue in effect during its term and, the School Committee or City will meet to negotiate a new collective bargaining agreement to be effective as of the


expiration of the prior agreement; This Agreement will be in effect through June 30, 2015.


This Agreement is subject to the approval of the Boston School Committee, and subject to the ratification of the Union; The Union agrees that there will be no strikes, stoppages of work, or slowdowns during the life of this Agreement. The Union agrees that in the event of any violation of the previous sentence, the Union will immediately order that such violation cease and that the work be fully resumed; and


This Agreement is voluntarily entered into and adopted as between the parties this 15<sup>th</sup> day of December 2011.

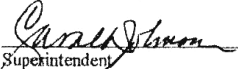
  
President, OSW Local 8731

  
Staff Representative  
United Steel Workers

  
Asst. District Director  
United Steel Workers

  
Mayor, City of Boston

  
President, Boston School Committee  
Rev. Dr. Gregory G. Groover, Sr.

  
Superintendent  
Boston Public Schools

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## *Notes*

## *Notes*