

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**AFSCME COUNCIL 93**

**LOCAL 2458, AFL-CIO**

**and**

**FIRST STUDENT, INC.**

**September 1, 2020 through August 31, 2025**

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Preamble This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between First Student Int., Inc. (hereinafter referred to as the "EMPLOYER" or "COMPANY" ) and the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, for and on behalf of Local 2458 (hereinafter referred to as the "UNION").

### Article 1 Recognition

**Section 1** - The Company agrees to recognize the Union as the sole and exclusive bargaining agent for its employees at operations in Central and Mid Coast Maine with respect to wages, hours and other terms and conditions of employment.

**Section 2** - The term Employee or Employees whenever used in this agreement shall include all full-time and regular part-time drivers, employed out of the Employer's facility at its 1000 Riverside Drive Augusta, Maine including Bristol, Maine remote drivers, but excluding all maintenance employees, office clerical employees, professional employees, dispatchers, guards, Safety Coordinator , Transportation Coordinator /Lead Driver and supervisors as defined in the National Labor Relations Act, and all other employees.

**Section 3** - The term "employee" as used in this Agreement means an employee who is covered by this Agreement as specified in Section 2. above.

### Article 2 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 the Union.

**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, gender identity, or sexual orientation.

**Section 3** - The Company further agrees that it will not discriminate against any employee on the basis of disability as defined by State and Federal laws. The Company and the Union agree to abide by State and Federal laws relating to equal employment opportunities and sex discrimination.

### Article 3 Union Rights

**Section 1** - The Employer shall assign a secured bulletin board at each of its facilities which shall be used solely by the Union for the purpose of posting notices. All notices posted on the bulletin board will be approved by the Union before posting. Nothing of a defamatory nature to the Employer or its customers shall be posted The Employer will provide the Union with meeting space upon request when available.

**Section 2** - The Employer will provide in writing to the Union, once a month, a list of all new hires, promotions, lay-offs, recalls, suspensions, discharges, employees on leave, and returns from leaves, and terminations of employees within the bargaining unit.

**Section 3** -The Employer will provide the Union with sixty (60) minutes during the new driver orientation program to present information to the employees about the Union and the Collective Bargaining Unit, respond to questions, and distribute a packet of informational material to include Union membership, representational fee, dues authorization, and voter registration cards.

**Section 4** - Representatives of the Union, who are not employees, shall have access to the premises of the employer upon advance notice as needed. In no event will such visits interfere with normal operations of the Employer. Representatives of the Union shall make their presence on the premises known.

**Section 5** - The Employer recognizes the Union's right to designate job stewards at each location covered by this agreement (Augusta and Bristol, ME). The Union stewards or their alternates shall handle such Union business as may be delegated to them by the Union. The alternate stewards shall act as substitutes for the job stewards in such circumstances as the job stewards are otherwise unavailable. The Employer agrees that the steward shall not be hindered, coerced, restrained, or interfered within the performance of grievance investigation, presentation, and employee representation, nor shall the steward's investigation hinder or interfere with the normal operations of the Employer.

#### **Article 4 Management Rights**

Subject to the provisions of this Agreement, it is agreed that the company retains the sole and exclusive right to manage the affairs of its business and to direct the working force of the Company. Such functions of Management include, but are not limited to, the right to hire, enforce rules, promote, discharge and discipline, layoff employees, and maintain efficiency of employees. The Company has the right to establish, maintain, and enforce reasonable work rules and regulations to assure orderly, safe and economical operations. The Company shall furnish the Union, at least ten (10) working days prior to implementation, with a copy of such rules and regulations and changes therein. The Employer will also post and supply all employees copies of any proposed rule and regulation changes ten (10) working days prior to implementation. All new employees shall receive a copy of all existing work rules within ten (10) days of hire. The rights and powers of Management mentioned in this Agreement do not list or limit all such powers, and the rights listed together with all other rights, powers, and prerogative of the company, not specifically ceded in this Agreement, remain vested exclusively with the Company

#### **Article 5 Probationary Period**

It is expressly understood and agreed that each new employee will be required to complete a probationary period during which time the Company shall right to dismiss new employee. Such dismissal shall not be subject to the grievance or arbitration procedures of this Agreement. The length of the probationary period shall be six (6) months from the commencement of employment. The probationary period may be extended by mutual agreement between the Union and the Company.

## Article 6 Union Shop

**Section 1-** It shall be a condition of employment that all present employees covered by this Agreement shall, on the thirtieth (30th) calendar day following the effective date of this Agreement, 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 shall not be retained in the employ of the Company, provided the Union gives the Company and the employee thirty (30) working days' notice of request to terminate.

**Section 2 - Check-off - Deductions -** The Company agrees to deduct from the pay of all bargaining unit employees any or all of the following:

- a. Union membership dues, assessments, benefit premiums, or fees as set by the Union;
- b. Voluntary P.E.O. P.L.E. contributions. Deductions

shall be remitted monthly to the Union.

**Section 3 -** The aggregate deduction of all employees and a list of the names, and addresses of all employees in the bargaining unit and their individual deductions shall be remitted monthly to the Union at the address designated in writing to the Company by the Union. The information shall be provided in paper format. The Union shall advise the Company of any increase in deductions in writing at least fifteen (15) days prior to its effective date.

**Section 4 -** The only obligation of the Company is to deduct and remit the certified amounts to the Union. The Company shall bear no obligation or liability to the Union or any employee for any mistakes made in compliance with said obligation. The Union shall indemnify, defend and hold harmless the Company, its Officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or any other forms of liability that shall arise out of or by reason of any action by the Company for the purpose of complying with this Article, or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provisions hereof.

## Article 7 Union Activities

**Section 1-** Leafleting and membership recruitment shall be allowed to be conducted by employees on non-work time, in non – work areas.

**Section 2 - Time Off for Union Activities**

The employer agrees to grant up to two (2) Union representatives time off without pay and without loss of seniority to attend labor conferences or conventions. Such time shall not exceed seven (7) working days for each representative. Local Union representatives shall be allowed time off, without pay, for legitimate Union business such as Union meetings, State or area wide Union committee meetings, Union training sessions, State or International conventions, provided such representative shall give fifteen (15) calendar days' notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the

Employer. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

### Section 3 - Leave for Union Office

The Employer shall grant requests for leaves of absence for not more than two (2) bargaining unit employees at any one time for the purpose of service as AFSCME representatives or officers with the International, State, or Local organization of the Union for up to a maximum of one (1) year each, provided the requests for such leave shall normally be made a minimum of forty-five (45) calendar days prior to the effective date of the leave and the granting of such leave will not substantially interfere with the Employer's operations. The number and length of such leaves may be increased, decreased, or extended by mutual agreement of the parties.

Section 4 - Such time off under this article shall not be detrimental in any way to the employee's record, and employees absent from work shall continue to accrue seniority, continuous service and creditable service during such absences.

## Article 8 Hours of Work

Employees shall be paid for actual hours worked except where listed in this agreement. However, each Route Driver and van drivers assigned to a regular AM/PM route who reports to work shall receive a minimum of six (6) hours pay guaranteed to him or her three (3) hours in the am and three (3) hours in the pm. Employees now receiving eight (8) hours per day will continue at that rate. In addition, Route Drivers who work midday, pre-K, vocational, late and special needs transportation runs per status quo shall be guaranteed two (2) hours pay for each run. Midday, Pre K, vocational or Van run will be subject to the cancellation pay only when the run is cancelled on the day of the run.

In the event the School District modifies the regular school day schedule, for any reason, which results in the rescheduling of regular routes (ie bomb scare, non-prescheduled early release, etc.) excluding – pre-scheduled early releases drivers shall be paid all guaranteed hours at the Home-to-School rate. Any additional actual time, beyond guaranteed hours, required to perform regular runs on such a day shall also be paid at the HTS rate. Any regular required pre or post driving inspections or duties shall be included.

Employees will be paid three (3) snow days provided that the employee is not otherwise unavailable and otherwise scheduled to work on that snow day. Effective September 1, 2021, Employees will be paid four (4) snow days provided that the employee is not otherwise unavailable and otherwise scheduled to work on that snow day. In the event a school system(s) increases the number of snow days included in the school calendar during the term of Agreement, the parties agree to negotiate a substitute provision regarding snow days. In the event that an employee uses less snow days, one (1) such day may be cashed out at the end at the end of the school year.

Overtime shall comprise hours of work, in excess of forty (40) hours a week. Employees shall not be forced to work in excess of forty (40) hours in a week unless otherwise stated in this agreement.

All guaranteed hours, and paid time off, such as sick days or vacation days, etc, shall constitute "hours of work" or "hours worked" for purposes of overtime.

All employees shall be considered "overtime eligible" and shall be paid one and one half (1 ½) times their regular rate of pay for all time worked in overtime status.

**Article 9 Pay Schedule/Incentives**

This pay schedule shall represent wages to all drivers.

	9/1/2020	9/1/2021	9/1/2022	9/1/2023	9/1/2024
Charter	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
0-12	\$17.00	\$17.51	\$18.04	\$18.78	\$19.33
1 + HTS	\$20.00	\$20.60	\$21.22	\$22.05	\$22.71
Non-Revenue	\$13.00	\$13.39	\$13.79	\$14.21	\$14.63
van drivers	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88

The parties agree to open the contract for the sole purpose of increasing the wage scale, if the employer determines that a higher wage is needed for the retention or recruitment of qualified employees.

All currently employed Drivers who have not reached their one year anniversary shall be paid at their current Home-to-School hourly rate until they reach their anniversary date, at which time they shall be paid the 1+ HTS rate above. Provided that new Drivers hired who have at least two (2) years of experience driving a school bus shall be paid at the 1+ HTS rate.

All Drivers shall be paid their regular HTS hourly rate for hours in attendance at the annual Kick-off Meeting.

Certified Training Driver Differential: \$2.00/hr in addition to hourly wage rate referenced in this Article.

All wage increases shall be effective to September 1, 2020 for all hours paid.

Pay increases shall become effective on the employee's one year anniversary date.

If the Employer requests any employee to use their own vehicle to perform Employer business, the employee shall receive mileage at the applicable IRS rate in effect at that time. Travel time for such

business shall be considered as "hours worked" for the purpose of overtime.

Employees who volunteer for the snow team shall be paid the non – revenue hourly rate. A list will be created by seniority with the bargaining unit employees who volunteered. Members will be called from this

list on a rotating basis. Provided that the Location Manager shall determine whether the weather conditions are sufficiently severe to warrant snow removal.

Employees will not be eligible to utilize their contractual snow day while working on snow team, but shall be paid for any unused snow days at the end of the school year.

Performance Plus Bonus will be paid to all eligible employees in the last paycheck of the school year in accordance with Appendix B.

The winter month bus heater stipend shall continue for the duration of this contract for employees who do park-outs only.

## Article 10 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 Employer. 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 save where they would violate the terms and conditions of this Agreement. Any such informal settlements shall be in writing and copies placed on file.

**Section 2 -** A "grievance" is any dispute, controversy or complaint arising out of or concerning the interpretation or application of the terms of this Agreement or any First Student rule, order or directive affecting the parties to this Agreement. Time limits may be extended only with the written consent of the Employer and the Union. When a grievance involves an employee, the employee shall be entitled to a Union representative and it shall be settled as follows:

**Step 1 -** Any employee with a grievance that has not been resolved orally 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. Grievances must be presented in writing to the employee's Location Manager as designated by the Employer, within ten (10) working days from the time of the occurrence or from when they are made aware. Upon receipt of the grievance, the Location Manager 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 union shall, within ten (10) working days after receipt of the answer in Step 1 is due, send by certified mail the grievance in writing to the Area General Manager or his designee who shall, within ten (10) working days, discuss the grievance with the employee and the steward and/or a Union official. Within ten (10) working days of the discussion of the grievance, the Area General Manager or his designee shall render a decision in writing stating all reasons for his decision. The Employer recognizes that proper notice of Step 2 and other grievance meetings is a necessary component of timeliness, and that the Union has a right to sufficient time to prepare its case(s). The Employer agrees that all stewards and grievant(s) involved in grievance step meetings will be notified by the Employer in writing at their respective yards of the time and place of the grievance hearing at least seventy-two

(72) hours in advance. The Employer will schedule grievance meetings in the yard were the Union 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 Employer's main office with the consent of both parties.



**STEP 3** - If a satisfactory settlement is not made of the grievance in Step 2, the Union shall, within ten (10) working days after receipt of the answer in Step 2 is due, present the grievance writing the Regional Manager of Human Resources/Director of Labor Relations or his/her designee who shall, within ten (10) working days, discuss the grievance with the employee and the steward and/or a Union official. Within ten (10) working days of the discussion of the grievance, the Director of Labor Relations or his designee shall render a decision in writing stating all reasons for his/her decision.

**STEP 4** - If the grievance is not resolved herein above, either party may submit the grievance to binding arbitration within forty –five (45) days after the response to Step 3 is due. The Union shall notify the Employer of its intent to seek arbitration. The parties agree that they will work together to attempt to resolve the grievance prior to filing for arbitration. The Union shall notify the Federal Mediation and Conciliation Service, requesting a panel of seven (7) or more arbitrators from Maine or adjoining states. Upon receipt of the panel, the parties will confer and alternately delete names, with the last remaining name being the arbitrator. The party bringing the grievance shall have the right to strike the first name, thereafter the parties will alternate. Each party reserves the right to reject one (1) panel of arbitrators before the striking process begins. The parties as well as the aggrieved employee, if any, shall be bound by his/her award. Should either party default in appearing the arbitrator may proceed to hear the case and render an award which shall be final and binding. Questions of arbitrability shall be decided by the arbitrator.

**Section 3** - The parties shall split the cost of the Federal Mediation and Conciliation Service, the arbitrator and the hearing room. Each party shall bear the costs of their own witnesses and counsel.

**Section 4** - At either party's request, a stenographic record or recording of the arbitration hearing may be made, the cost thereof to be borne by the party making the request unless the other party wants a copy. In such event, both parties shall equally share the cost of all the transcript(s).

**Section 5** - The arbitrator shall not hear more than one grievance unless the parties otherwise agree in writing, that he/she may do so. In no event shall any arbitrator have any power or authority to ignore, alter, modify, amend, add to, or subtract from any of the terms or provisions of this Agreement.

**Section 6** - All grievance meetings shall be scheduled during, immediately before, between routes, or immediately after an employee's work schedule. No employee or Union steward shall suffer any loss in pay to attend any grievance meeting or hearing.

**Section 7** - Absent an agreement for an extension in writing of time by both parties, the failure of the Union to adhere to the time frames specified herein, absent a medical emergency, death in the family, or physical incapacitation, shall cause the grievance to be null and void. The failure of the Employer to adhere to the time frames herein, absent a medical emergency, death in the family, or physical incapacitation, shall be cause for the Employer to be the loser on the grievance; however, the Employer shall have the right to appeal the grievance to an Arbitrator to determine the appropriate penalty. If the Union does not receive confirmation of receipt of grievance in Step 2 or above it will call the individual in the next Step or the Director of Labor Relations to ascertain reason for lack of response.

## Article 11 Seniority

**Section 1** - Seniority is defined as the employee's length of service with the Company or any of its predecessor contractors performing work covered under this agreement. Provided that a driver who transfers from another First Student location, will maintain First Student seniority for the purposes of wages.

Seniority List: The seniority list attached as Appendix "A" reflects the standing of bargaining unit employees as of the date of the execution of this Agreement and shall remain in the seniority order within each facility except as added or modified within the terms of this Agreement Within thirty (30) days after the signing of this Agreement and each month thereafter, a list employees arranged in the order of their seniority, shall be posted in a conspicuous place at each facility and a copy furnished to the Union. Claims for corrections to such seniority list must be made to the Company and the Union within thirty (30) days after the allegedly inaccurate posting is initially made; after such time the seniority list will be regarded as being correct.

**Section 2** - At the conclusion of the probationary period as defined in this agreement, the employees' seniority shall become retroactive to the date of hiring. Date of hire shall be the date a probationary employee reports to First Student for training or performs any work, whichever is the earliest under this Agreement.

**Section 3** - An employee's Employer seniority shall be broken and he/she shall be considered terminated under the following conditions:

- (a) Resignation;
- (b) Discharge;
- (c) Layoff of twelve (12) months;
- (d) Failure to return from layoff as instructed in the Employer's recall notice, (by registered mail return receipt requested), provided such recall notice gives the employee at least two (2) calendar weeks' notice of the date he/she is to return to work;
- (e) Transfer to a position with the Employer outside of the bargaining unit for a period of ten (10) months or longer; provided, however, that an employee allowed by the Employer to return to the bargaining unit following such transfer shall not be allowed to exercise seniority to displace another employee from a fixed route or work assignment, but shall be assigned as an extra and shall be allowed to bid upon the next available work opportunity for which he/she is qualified;
- (f) Retirement;
- (g) Where the employee is unable to return to work upon the expiration of any leave applicable;
- (h) Absence without advance notice for five (5) consecutive days unless due to a death in the family, medical emergency or physical incapacitation.

**Section 4** - Job Classifications. The following jobs are bid by seniority: Route Drivers and Spare Drivers. Route drivers are assigned regular home to school runs. Spare drivers fill in for Route drivers and may be assigned extra work in accordance with the provisions of this Agreement.

**Section 5** - Beginning on the effective date of this agreement, if two or more new employees are hired on the same date, their seniority order shall be determined alphabetically.

## **Article 12 Holidays**

**Section 1**- The Company shall pay employees covered under this Agreement for each of the following holidays:

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- MLK Day
- Memorial Day

To receive holiday pay, employees must work their scheduled day before and after the holiday, unless the absence is for a legitimate reason. Holiday pay will only be paid to employees who are otherwise available to work.

**Section 2** - Any holiday where the Company requires work, the employee shall be compensated for their actual time worked in addition to the holiday pay in Section 1 of this Article.

**Section 3** - The base holiday pay rate shall be the normal rate of pay for school runs.

**Section 4** - Route Drivers shall receive their guaranteed hours pay for each of the listed holidays. Spare Drivers shall receive four (4) hours pay at the HTS rate for each of the listed holidays provided that spare drivers who refuse work and have not worked within thirty (30) days of a holiday shall not receive holiday pay for that holiday.

## **Article 13 Leave**

**Section 1- Funeral Leave** - The Company shall, in the event of the death of an immediate family member (as defined in Appendix A) of a non-probationary employee, grant to such employee three (3) days paid leave of absence, as required to make preparations for and attend the funeral; provided however, that in order to receive paid leave, the employee must upon request, provide reasonable proof of death and/or attendance at the funeral.

Funeral leave shall be considered 'front-loaded' and so shall be available to employees starting the 1<sup>st</sup> day of school.

Probationary employees shall be covered by this section save that the leave shall be unpaid

**Section 2 - Jury Duty** - Employees required to serve on jury duty shall be compensated for the difference between their regular salary and the amount received from court after serving jury duty, not to exceed eight (8) working days each calendar year.

**Section 3 - Sick Leave** - After completion of the probationary period each employee shall be entitled to two (2) paid sick days. Hours for sick days will be based on the employee's regular day. Spare Drivers will be based on an average of their weekly hours. Unused paid sick time can either be paid out at the end of the school year or can be carried over (to a total of no more than ten (10) days).

The Company and the Union will agree on a date each school year by which employees must inform the Company in writing of their choice to be paid out or carry sick days over to the next school year. The Company shall develop and make available such a form within thirty (30) days of ratification of this agreement.

An employee shall be entitled to carry over no more than a total of five (5) days. Upon separation from the Company, except in cases where an employee has been terminated for just cause, the Company shall payout the employee's unused sick time at their last hourly rate for regular routes.

**Section 4 - Unpaid Leave** - Provided operating requirements will permit, the Company may upon a request made by the employee in writing thirty (30) days prior the requested leave date, grant an unpaid leave of absence for up to sixty (60) days which may be extended in sixty (60) day increments for up to six (6) months due to good cause as determined by the Company which cannot be arbitrary and capricious. Requests for leaves of absence under this provision for the initial sixty (60) days will not be unreasonably withheld. Upon return from leave, the employee will return to the same position if still available. Otherwise, a similar position will be granted. Regardless, an employee who is granted such leave shall retain his or her seniority. This clause in no way waives or abrogates the Company's or the Employees' rights and responsibilities under law.

**Section 5 - Accrual of Leave** - All leave shall be accrued at the appropriate fraction per pay period save where otherwise specified in this Agreement.

**Section 6 - Pay Rate for Leave** - Any type of leave specified as being able to be paid out, shall be paid at the employee's current hourly rate for regular school routes upon such time as the payout is necessary.

**Section 7** - Leave under any of these sections may also be used by employees doing summer work.

## **Article 14 Layoff and Recall**

**Section 1-** In the event it should become necessary to reduce the number of employees, the Employer will notify the subject employees and Union in writing, at least 30 days in advance. In the event the Employer becomes aware of an impending layoff less than 30 days in advance, notice shall be given within twenty-four (24) hours after the Employer becomes aware of such, and employees shall receive a minimum of seven (7) days' notice. The Employer will comply with all applicable laws.

**Section 2** - In order to ensure that the employees with the least seniority are the first to be subject to any necessary work force reduction, the following order of work force reductions will be implemented:

- (a) Probationary employees will be laid off first
- (b) After all probationary employees have been laid off, employees with the least seniority shall be laid off in inverse order of seniority.

**Section 3** - A laid off employee may exercise his/her seniority to bump a less senior employee in another classification provided s/he has the necessary skill and Employer qualifications to perform the work with a minimum amount of training as agreed between the Employer and the Union.

**Section 4** - When the Employer determines to increase staffing in those classifications where employees have been laid off, laid off employees shall be recalled in accordance with the reverse application of the procedure for lay-off.

**Section 5** - Employees shall be eligible for recall from date of lay-off indefinitely unless they waive said rights in writing to the Employer and the Union. An employee shall have three (3) days to accept or refuse recall when contacted by certified mail. If the employee refuses recall, s/he will no longer have recall rights.

**Section 6** - The Union shall be informed a minimum of ten (10) days prior to implementation, of all employees laid off and recalled. Any grievance regarding lay-off or recall shall be filed within ten (10) working days from the actual date of lay-off or recall.

### **Article 15 Group Insurance**

The Company shall offer to employees covered under this Agreement on a pretax basis, comprehensive hospitalization health insurance coverage consistent with its national health plans for drivers and monitors.

If at any time the Company-sponsored plan fails to continue to meet the requirements of the Affordable Care Act, the Company will, if required, offer an additional compliant health-care plan to all employees eligible for such coverage as required by law.

In addition, should any insurance plan(s) subject the Employer to an excise tax under Federal or State law, the parties agree to immediately re-open this CBA for the limited purpose of negotiating an alternative plan(s) that will not be subject to the excise tax.

### **Article 16 Subcontracting and Bargaining Unit Work**

No person outside the bargaining unit shall be permitted to perform work currently performed by a member of the bargaining unit except in the absence of available and sufficient numbers of bargaining unit employees, or in a recognized emergency.

### **Article 17 Personnel Files**

Upon written 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 or Union Representative. Upon request, an employee shall be supplied with copies of any documents in his/her file. After such review, a written acknowledgement by the employee of such

review will be placed in the personnel file. Employees will be allowed to place a letter of rebuttal to any document placed in their file within thirty (30) days.

The Company shall maintain files in accordance with applicable law for all matters pertaining to a particular employee, which shall be accessible to the employee to the extent permissible by applicable law.

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.

If an employee bids for a posted position/route a copy of the posting and the person's letter of interest shall be placed in the employee's file.

An employee shall be given a copy of all evaluations and/or disciplinary material when it is placed in the file. An employee shall have the right to submit a written rebuttal to any materials place in the file within thirty (30) days.

## Article 18 Route Assignments

**Section 1 - Review of Routes:** All routes shall be subject to the bidding process and awarded routes shall continue from year to year unless the employee does not return to work in the following year, is awarded another route as a result of the bidding process, or is terminated. Then any open routes shall be bid by the contractual bidding process.

**Section 2 - Notification of Intention to Return:** An employee intending to return to work for the Employer at the start of the fall school year shall, on a form provided by the Employer and made available to the employee prior to the last day of the school year, notify the Employer of his/her intention to return by July 1 st. The employee may return the form to the Employer in person or by mail. Provision shall be made on the form for an employee to elect to keep the same general work assignment for the Fall to which he was assigned at the close of the prior school year and, so long as such general work assignment continues to exist, he/she shall be allowed to retain it. An employee may so notify the Employer, by certified mail postmarked not later than July 1<sup>st</sup> or on the applicable form provided by the Employer. An employee so notifying the Company shall be considered a Qualified Returning Employee under this Article and shall only be allowed to participate in the fall route bidding as provided in Section 9 of this Article.

**Section 3 - Notification of Route/Work Assignment:** The Employer shall notify each Qualified Returning Employee of the date of the fall Route/Work Assignment Day. Route/Work Assignment Day shall be held as soon as is practicable after routes have been determined by the Employer and the School District.

**Section 4 - Route Assignment & Bidding:** A Qualified Returning Employee who reports as instructed on Route/Work Assignment Day shall be allowed exercise his/her seniority and bid on available routes and work assignments in order of seniority within in each respective facility; provided however, that an employee must be fully qualified and licensed to perform all of the work involved in the assignment for which he/she is bidding.

**Section 5 - Unqualified Returning Employee:** An Unqualified Returning Employee may report on Route/Work Assignment Day but shall not be allowed to bid on a route or work assignment until all present Qualified Returning Employees electing to bid have been assigned routes. An Unqualified Returning Employee must be fully qualified to perform all of the work involved in the assignment for which he/she is bidding. If more than one (1) Unqualified Returning Employee reports on Route/Work Assignment Day, their bidding order, shall be determined by seniority within each facility.

**Section 6 - Assignment of Remaining Work:** Any route or work assignment remaining unassigned following the application of the procedures provided in Sections 4 and 5 of this Article shall be offered by the Employer to qualified Spare Drivers in order of seniority; provided however, if no Spare Driver voluntarily accepts the work assignment, the Employer may assign the work to the least senior of such Spares, in reverse order of seniority on a rotating basis, and he/she shall be required to accept the assignment. In the event that the least senior Spare was originally hired by the Employer with expressly stated restrictions on his/her availability for work and/or has notified the Employer, in writing, of restrictions on his/her availability of work, the Employer will honor those pre-hire availability restrictions and/or post-hire written restrictions and the least senior Spare without such pre-hire and/or post-hire availability restrictions shall be required to accept the assignment.

**Section 7 - Spare Driver:** An employee who has not been assigned a fixed route or work assignment as provided in this Article shall be classified as a Spare Driver.

**Section 8 - Hold-Down Assignments:** An employee on medical leave of absence shall be allowed to resume his/her fixed route assignment upon his/her return and said route assignment shall, during his absence, be offered as a Hold-Down by the Employer to a Spare driver in order of seniority; provided, however, if no Spare voluntarily accepts the work assignment, the Employer may assign the work to the least senior of such Spares, in reverse order of seniority on a rotating basis, and he/she shall be required to accept the assignment. In the event that the least senior Spare was originally hired by the Employer with expressly stated restrictions on his/her availability for work and/or has notified the Company in writing of restrictions on his/her availability of work, the Employer will honor those pre-hire availability restrictions and/or post-hire written restrictions and the least senior Spare without such pre-hire and/or post-hire availability restrictions shall be required to accept the assignment.

**Section 9 - Mid-Year Route Openings:** If a route comes open, for any reason, following the fall route assignment, such route shall be posted for bid for three (3) days. While the opening is posted, the Employer may assign any available employee at the respective facility to perform the work. All qualified and appropriately licensed employees shall be eligible to bid and such bid shall be awarded by seniority within each respective facility; provided however, that no employee may bid off his/her existing route more than two (2) times in a school year. The successful bidder shall be allowed three

working day trial period on his/her new route. At any time during the three (3) day period, he/she may elect to return to his/her old route; provided however, he/she shall be charged with having bid off his/her route for the purpose of administering this Section. The route vacated by the successful bidder shall be offered to the senior unassigned Spare driver for the three (3) day trial period. At the end of the trial period, the new open route shall be posted for bid as stated above. In the event fewer than thirty (30) working days remain in the school year at the time of the opening, the open route shall be performed by the senior qualified Spare driver for the balance of the school year, and the vacated route shall be bid at the Route/Work Assignment Day the following school year. If the senior Spare refuses the assignment, it shall be offered to the next Spare in order of seniority.

**Section 10 Pre-K, Mid-Day Runs:** At the beginning of the regular school year, all available fixed mid-day runs will be made available to qualified drivers and as provided in this Section.

- (a) A Qualified Returning Employee may elect to keep the fixed mid-day run to which he was assigned at the close of the prior school year.
- (b) The remaining fixed mid-day runs will be posted for seventy-two (72) hours, unless the Employer does not receive sufficient notice from the customer to allow such a posting.
- (c) Qualified employees will be allowed to select available mid-day runs by seniority within each respective facility, so long as, in the case of a Driver, he is licensed and qualified to drive the equipment on the run. If the Employer is unable to fill all such open work opportunities as a result of such bidding, it may assign the remaining work by inverse seniority to qualified employees within each respective facility who have not selected a mid-day run.
- (d) All AM, PM and midday runs will be bid by seniority within each respective facility.
- (e) An employee whose fixed mid-day runs or late run is eliminated shall be allowed on any, other fixed midday, or late run if one exists. If no such open run exist, he shall be allowed to displace the junior employee within each respective facility who is assigned such a run, provided he is licensed and qualified to drive the equipment required on the run.

**Section 11- Summer Work:** The Union and the employer agree that the need for employees for summer work shall be filled in the following manner:

- (a) The Company shall provide to the Union and post on bulletin boards, at least thirty (30) calendar days before the end of the school year or any scheduled break, or as soon as received whichever is earlier, a list of anticipated routes (not guaranteed) and driving duties. Drivers will be notified of their pre-scheduled summer school runs a week prior to the end of school. The Union shall be notified of any additional summer work received by the Company after the end of the school year within three (3) days of the Company's receiving notification of the work.
- (b) During the first week in May of each school year, any drivers who desire summer work shall notify the Employer of their intent, either in writing or by placing their name on the summer work roster at the respective facility. The names of all drivers on the summer work roster shall be arranged by seniority, with the name of the most senior driver listed first, in order to provide a process for distributing summer work opportunities on an equitable basis. Whenever possible, by the end of the school year, or as soon as the Company is notified, the Employer will post all anticipated regular summer school runs for bid. Employees on the summer work roster shall bid for, and be assigned, summer school runs by seniority. After regular summer school runs have been assigned, all other anticipated summer work shall be offered to drivers on the summer work roster on a rotating seniority basis. If no drivers on the roster accept a work assignment, the employer may assign the work to the least senior employee on the summer roster on a rotating basis, or the Employer may solicit volunteers who are not on the summer work roster, based on seniority within each respective facility.



Drivers that work the "special needs transportation" runs shall be offered the opportunity to continue their run during the summer prior to any other employee being offered the work.

(c) Those employees who are selected to work shall work for the duration of the summer work period. Employees may not bid on a summer route if they are unavailable to work for at least five scheduled days of that route except in the event of a medical emergency, death in the family, or physical incapacitation.

(d) All additional summer work received by the Employer will be offered via phone or e-mail to drivers on the summer work roster on a rotating seniority basis.

(e) Any awarded summer work that is cancelled at least seven (7) days prior to the scheduled run shall not be subject to a cancellation fee.

**Section 12 - Charter and Non-Revenue Work:** It is the intention of this Section to provide a process to distribute charter work opportunities on an equitable basis among those employees desiring such work, subject to any restrictions set forth herein. For the purposes of this article Augusta and Bristol areas shall be considered separate facilities and the following provisions shall apply to each facility separately.

(a) **Sign Up:** Beginning each school year, all drivers who desire charter or non-revenue work will be placed on a rotating charter seniority list(s). No charter assignments will be made to any employee who is not on said list including last minute charters except in case of emergencies, within twenty-four (24) hours. The charter lists will remain posted in the same area as trip assignments and be reopened twice per school year at a time to be agreed upon by the Union and the Company.

It is not the intention of this Section to have employees dismiss themselves from their regular base routes in order to be assigned charter or non-revenue work. Nor is it intended to prevent employees from being assigned extra work that does not interfere with their regular route. Such extra work may or may not involve overtime. Charter and Non-Revenue work shall be paid at the rate established in Article 9 of this Agreement.

(b) **Types of Charter Work:** All available charter and non-revenue work is divided into two categories, conflicting and non-conflicting. These are defined as follows:

(1) **Conflicting** - Charter work trips that are scheduled during a Route driver's regular school route time. All conflicting charter trips will be offered to available Route drivers and Spare drivers

on the charter list on a rotating seniority basis. If all the drivers on the list refuse the trip, then it will be offered to the other bargaining unit members not on the charter list on a rotating seniority basis if they are not already assigned to cover for a route driver. If all of the above drivers refuse the trip then the driver with the lowest seniority on the charter list, on a rotating basis, will be required to take the trip.

(2) **Non-Conflicting** - Charter work trips which do not occur during regular school route time and do not conflict with a driver's regular driving assignment. All non-conflicting charter work trips will be offered to drivers whose names appear on the charter list on a rotating seniority

basis. If all of the drivers on the charter list refuse the trip, the trip will be offered to bargaining unit members not on the charter list on a rotating seniority basis. If all the above drivers refuse the trip then the driver with the lowest seniority on the charter list, on a rotating basis, will be required to take the trip.

**(3) Conflicting/Non-Conflicting O.T.** - In awarding/assigning charter and non-revenue work, drivers will not be allowed to exceed 40 hours except in extraordinary circumstances and with company approval.

**(c) Criteria for Rotation of Charter Work:** The Company will maintain a seniority roster for both the conflicting and non-conflicting charter work. Dependent upon the category of the charter work, the Company will start at the top of the seniority roster and proceed through the list of drivers on a rotating seniority basis. Upon request, the Employer will provide the Union with the list of charter work with the names of the employees who were assigned the charter or non-revenue work.

**(d) Posting of Charter Runs and the Bidding Procedure:** The Employer shall post charter work by 1:00 pm on Wednesday for the following week's assignments. Charter work trips will be numbered and time stamped containing the date the charter was received at the base and drivers will sign-up for their choice of trips in order of preference. A driver on the charter list may sign-up for any trip that does not conflict with his/her regular school route. The deadline for signing-up is 12:00pm on Thursday.

(1) The Company will assign the charter work utilizing the charter list and post the assignments for the following week no later than 12:00pm on Friday on the bulletin board. It is the responsibility of each driver to check the assignment sheet to determine whether or not s/he was assigned a trip.

(2) Last minute trips will be assigned as per section 1d above whenever possible.

(3) Non-Revenue assignments, as defined herein, shall be posted as soon as possible after the company is aware of the work opportunity and shall remain posted for at least three (3) days, except when there is an immediate need. Drivers on the charter list may bid for the assignment during the posting period. The Company will assign the non-revenue work to qualified employees based on seniority and post the assignments alongside the charter assignments provided that they have been posted for three (3) days.

**(e) Driver Cancellations:** Any employee on the charter list who is awarded a trip and subsequently refuses (except for a bona fide emergency) five (5) assignments in any given school year will automatically be removed from the charter list for the remainder of the school year.

**(f) Trip Cancellations:** Should an employee's trip be canceled, he/she shall be compensated for a minimum of two (2) hours if cancelled, three (3) hours if cancelled after driver goes to facility:

(a) Any scheduled charter work that is postponed and rescheduled shall be offered by the Company to the employee(s) originally assigned to that work.

(b) If the original employee is unable or unwilling to perform the rescheduled work, the employee shall be paid the cancellation fee and the work will be offered to other qualified employees on the basis as set forth in Article 18, Section 12 (d).

(c) Notwithstanding the foregoing, if the original employee accepts work that is postponed and rescheduled the cancelation fee shall not be payable

(g) **Meal Reimbursement:** In the event the driver is required by the Company to make an overnight trip, the driver shall be reimbursed the actual amount of lodging and shall receive Twenty dollars (\$20.00) for meals for each overnight stay. Such lodging/meal allowance shall be paid by the Company in the pay cycle in which the employee furnishes receipts.

(h) **Route/Work Assignment (Kick-off) Meeting:** The Company shall notify all returning drivers of the date for the kick-off meeting no later than thirty (30) days prior to the kick off meeting.

(i) **Notification of Opening Day:** By June 30<sup>th</sup> of each school year, all drivers shall be notified of the school opening date for the upcoming school year.

## Article 19 Safety and Health

**Section 1-** The Company agrees to provide a healthy and safe working environment for its employees; which shall include but not be limited to maintaining its facilities, performing regular bus safety inspections and expeditiously making all necessary repairs.

**Section 2 -** All personal protective clothing and equipment required by the Company shall be furnished and maintained by the Company, without cost to the employees. The Company will furnish cleaning supplies window scrappers, trash receptacles and brooms for each bus. The employer shall provide working two way radios with working frequencies on each bus.

**Section 3 -** All equipment which has been written up for repair because it is not mechanically safe or properly equipped shall be appropriately tagged and placed out of service so that it cannot be used by other drivers until the Automotive/Maintenance Department has adjusted the complaint and made the repairs. In compliance with the law a copy of the VIR will be placed in the vehicle indicating that the repairs were either completed or not necessary at that time. The parties recognize that several buses are or will be fitted with electronic systems (Zonar) for pre and post trip inspections that will replace the paper VIR Drivers on those buses will not use the written paper VIR system. Under no circumstance will a driver be required to drive a bus without the maintenance department's signed and written

determination that the vehicle is safe. No employee shall be required to drive or operate Or work on any vehicle that is not equipped with all safety appliances prescribed by law.

**Section 4-** The Company shall keep facilities in the Augusta location in clean and sanitary condition. This includes keeping toilet facilities stocked with soap, paper, etc. and ensuring that said facilities are cleaned regularly. The Company shall provide employees at the Bristol facility with access to adequate rest room facilities during work time. The Company and the Union shall meet following the execution of the Agreement to determine feasible provisions for adequate rest room facilities.

**Section 5** - The Company agrees to maintain its premises in good shape and to immediately undertake necessary corrective action for any safety problem that it is notified of. This shall include, but not be limited to hazards associated with all parking lots and common work areas.

**Section 6** - In case of emergencies the Company will allow members of the bargaining unit to get off his/her job. Any employee who requires medical attention because of an on-the-job injury that day at work and is required to leave the premises or work assignment to obtain medical attention shall be paid his/her normal day's pay for that day. The employee is required to return to work if able to do so after medical attention.

**Section 7** - At least annually, the Company on Company time will provide training to the employees regarding safety related Federal and State regulations.

**Section 8** - There shall be no Employer reprisal for Employees' exercising legal rights to file a complaint or reporting unsafe conditions.

### **Article 20 Discipline and Discharge**

**Section 1 - Discharge:** No non-probationary employee may be disciplined or discharged without just cause. The type of discipline will depend upon the seriousness of the offense, the employee's past record and related circumstances. The Employer will use progressive discipline, however, the Employer and the Union recognize that certain offenses may lead to suspension or termination without prior discipline. Among such offenses are:

- (a) receipt by the Employer from a contracted customer of notice to remove an employee without just cause from performing service under that contract; provided that no other work is available.
- (b) conviction of a felony, misdemeanor or vehicle code violation for use of drugs or alcohol while operating a motor vehicle, e.g. child abuse.
- (c) possession or use of alcohol or drugs on Company time or property;
- (d) fighting or threatening, intimidating or coercing anyone on Company time or property, including conduct towards another based on that person's race, ethnicity, religion, color, disability, national origin, ancestry, age, veteran status, sexual orientation or sex;
- (e) insubordination;
- (f) deliberately damaging, destroying or defacing the property of the Company or that of Another employee;
- (g) theft of Company property or dishonesty, including the willful falsification of hours worked;
- (h) possession of guns, ammunition, explosives or other weapons while on duty or on Company property or premise without prior notification to an immediate supervisor; and the
- (i) Violation of the drug and alcohol provisions of this Agreement.

**Section 2** - If the Employer is required to remove a driver from a route at the School District's request, the Employer agrees to discuss the matter with the School District to attempt to adjust the problem and conduct an investigation of any complaint. A driver removed from his/her route, at the School District's request, shall be reassigned to an open route within the same School District, if the District allows, or in a different School District, if available. If the results of a fair investigation prove that the complaint made against the employee is unfounded, the employee shall be paid for all guaranteed hours lost at his/her regular hourly rate.

If the School District maintains its position on the removal of the driver, the Employer will meet with the Union to decide the status of the employee. The Union will be given a copy of the directive requiring the removal of the driver. The Employer shall reassign the driver to another route, if available. In the event there are no available routes, the Employer shall make every effort to reassign the driver by soliciting voluntary transfers from other routes.

Should the Employer decide to discipline the employee, such disciplinary action would be subject to the Grievance Procedure. (However, the requirement to remove the driver upon request of the School District will not be subject to the Grievance Procedure.)

**Section 3 - Progressive Discipline** - Except as described in Section 1, above, an employee may be disciplined according to the following discipline formula. In order to be applicable in the progressive discipline formula provided in this Section, a warning notice must be for the same or similar offenses of similar severity or importance to the conduct of the Employer's business. With each such warning, the discipline imposed shall not exceed the following:

First offense.	Documented Verbal Warning
Second offense	Written Warning.
Third offense	Suspension of one day (1) day to a maximum of five (5) days
Fourth offense	Termination

**Section 4** - Employee's disciplinary offenses shall be maintained by the employer. Specific offenses shall be maintained for twenty four (24) months and will be invalid if no other disciplinary offenses occur within that time. Safety related offenses are exempt from this procedure.

**Section 5** - The Employer must issue the warning or discipline within ten (10) days of having knowledge of the incident or infraction leading to the warning or discipline.

### **Article 21 Drug Testing**

**Section 1**- When an employee is required to take a drug screen and/or blood alcohol test as part an accident investigation; and/or as otherwise required by State and Federal laws, such testing shall be conducted by an independent laboratory. If the test results are negative, the employee will be made whole for any time lost.

**Section 2** - The Employer shall pay for all drug tests and shall pay the Employees time for any such test. That time includes but is not limited to travel to and from the testing facility, wait time at the testing facility, mileage at the IRS rate, etc. The rate of pay will be the Employee's normal hourly rate for school runs.

### **Article 22 Safety Meetings**

The Company shall hold regular safety meetings at or in a suitable meeting place within ten (10) miles of each facility, at least six (6) meetings per school year. Employees will be notified two weeks in advance of the safety meeting. Employees shall be paid one hour or actual time over one (1) hour for attending safety meetings at their regular hourly route pay.

Under no circumstances shall an employee be charged with not attending a safety meeting while performing work for the Employer. In such instances the Employer shall accommodate those drivers performing work by providing each driver with an opportunity to attend a safety meeting at times convenient for such driver and the Employer.

Driver's attendance at these meetings shall be considered work time.

### **Article 23 New Technologies**

**Section 1** - The Employer shall provide the Union with twenty –one (21) days advanced notice prior to new technologies being implemented. The Union agrees to installation and activation of GPS equipment on company vehicles for the primary purpose of enhancing safety, operational efficiency, and the quality of delivery of services to the customer.

**Section 2** - It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of the

implementation of GPS equipment. To that end, any disciplinary action which is based in any part upon GPS equipment finding or report must also be based on independent facts and justification which comport with the "just cause" standard in the collective bargaining agreement. Furthermore, it is agreed that the immediate supervisor and/or Location Manager shall have the sole responsibility to make the initial determination as to whether an AFSCME Union employee's activity, which has been identified via technology, is appropriate or not. For safety purposes, management Location Manager or her designee will occasionally review GPS equipment and cameras at the request of a school district or upon a complaint, provided that management shall not arbitrarily monitor certain drivers. The Bus Driver will be notified that their tape is going to be reviewed and they will be given a general reason for the review.

**Section 3** - The Company further agrees that the information contained in and derived from any GPS reports shall not be disclosed to any third party, except as required by law or contract, provided further that the Company shall provide the Union with GPS reports if relevant to a lawful Union concern.

**Section 4** - The parties agree that the tampering with or disabling of any GPS system may be grounds for discipline.

**Section 5** - The parties agree that they will meet to discuss changes to the system when those changes have an impact on the bargaining unit and are required by law.

#### **Article 24 Maintenance of Standards**

The Employer agrees that all conditions of employment and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employments shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement, or has been negotiated for adequate replacement.

#### **Article 25 Transfer of Company Title or Interest**

The Employer's obligations under this Agreement, in effect at the time of the transaction shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof or rights only are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

On the sale, transfer or lease of an individual run or runs or rights only, or such rights are taken over by assignment, receivership or bankruptcy proceedings, the specific provisions of this Agreement, shall prevail.

It is understood by this Section that the Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. Corporate reorganizations by the Employer, occurring during the term of this Agreement, shall not relieve the Employer or the re-organized Employer of the obligations of this Agreement during its term.

In the event the Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the Employer's rights to a company unless the purpose is to evade this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement or any part thereof including rights only may be transferred. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described whichever first occurs. The Union shall also be advised to the exact nature the transaction, not including financial details.

The term rights includes routes and runs.

## **Article 26 Labor/Management, Health & Safety Committee Meetings**

**Section 1-** For the purpose of maintaining communications between the Union and the Company in order to cooperatively discuss and solve problems of mutual concern and to promote the health and safety of the employees, the parties agree to meet once each month.

**Section 2 -** The respective parties shall each designate two (2) of their own representatives. However, from time to time, should it become helpful to bring additional persons due to matters of specialized concern or expertise, that party shall notify the other reasonably in advance of the meeting. The Company will pay two (2) employee representatives to attend such meetings up to one (1) hour. The parties may mutually agree to extend duration of meetings with pay.



## Article 27 General Conditions

**Section 1 - Separability:** If a provision of this Agreement is held to be illegal or unenforceable at law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions not so illegal or unenforceable shall continue in full force and effect. In such an event, the parties shall meet promptly to negotiate a new provision to replace that which has been rendered invalid.

**Section 2 - Pay Checks:** All paychecks will be placed in an envelope and the Employer will distribute them by noon, every Friday. The paychecks distributed on Friday will cover all monies due the driver through Saturday of the preceding pay period. In the event that a driver receives less pay than entitled to for that week, the Employer will make every effort to have the Payroll Department correct the error as quickly as possible. Any payroll discrepancy of \$35 or more, not due to the fault of the employee and promptly brought to the attention of management, will be corrected within forty-eight (48) hours by pay card, cash or check. Payroll discrepancy of less than \$35 will be corrected in the following week's paycheck.

When a holiday falls on a Thursday and or a Friday, checks will be available the day before the holiday. A grievance may not be filed under this provision because checks are late due to the fault of the outside courier.

**Section 3 - Uniforms:** All drivers shall report for duty in a neat and presentable manner. In the event the Company determines that uniforms will be required, it will notify the Union in advance and with sufficient time that the Union may request to bargain over the requirement to wear uniforms and other issues related to the wearing and maintenance of the uniforms. In no case shall an employee be required to purchase his/her own uniforms if required by the Employer.

## Article 28 Miscellaneous Benefits

**Section 1 - Workers' Compensation and Unemployment Benefits:** The Company will continue to insure each employee under the Maine Workers' Compensation and Unemployment Security Laws.

**Section 2 - Medical Examinations:** The Company shall pay for a physical when performed by Company designated physician, or will pay the actual cost or the cost the Company pays for its Company designated physician, whichever is less, if employee goes to his or her own physician. The Company will arrange local access during the academic year to the Company designated physician and will pay for the actual time spent at the physician's office at the HTS rate.

**Section 3 - Performance Plus:** Eligible employees shall receive a yearly Performance Plus Bonus for successful attendance, safe operation of their vehicle, and for attending monthly safety meetings. Eligibility requirements and amounts of stipends are included in Appendix B and are considered part of this Agreement.

### **Article 29 Retirement**

The Company will match an employee's contribution to a 401 k of the employee's choice, up to \$250.00 per calendar year in accordance with Company policy.

### **Article 30 Vendor Contracts**

The parties agree that nothing in this Agreement shall take precedence over current contracts between the employer and its vendors. If future contracts are in conflict with this Agreement, the parties agree to engage in impact bargaining.

The relevant provisions of a revenue contract between the Employer and its customers under which an employee of the Employer performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon the Employer and/or its employees that are not required under the terms of this Agreement is in conflict with any of the provisions of such revenue contract, the relevant provisions of said revenue contract shall prevail for all purposes. Nothing in this Section shall extend to an Arbitrator hearing a grievance under this Agreement the authority to add to or delete from, or to otherwise amend or alter any of the terms of the Employer's revenue contracts.

The Employer shall pay for any and all provisions of the revenue contract that have a direct effect on employees covered by this Agreement. Under no circumstances shall an employee's compensation be adversely affected by a provision of the revenue contract.

### **Article 31 No Strike and No Lockout**

**Section 1** - The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer, during the term of this contract.

**Section 2** - In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt

to prevent any violation of this article. If any violation of this article occurs the Union shall immediately notify all employees in writing that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

**Section 3** - The Employer shall not lockout employees during the term of this contract.

**Section 4** - The parties agree to avoid any work stoppage or disruption by submitting disputes to arbitration as provided in this Agreement.

### **Article 32 Complete Agreement**

This Agreement contains the complete understanding between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by mutual written consent of the parties hereto.

### **Article 33 Amendment/Waiver**

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Employer and the Union; any oral statement or oral agreements shall be of no force or effect whatsoever. The waiver or breach of any term of condition of this agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

### **Article 34 Termination**

This Agreement shall be effective as of the first (1st) day of September 1, 2020, and shall remain in full force and effect until the thirty – first (31<sup>st</sup>) day of August 2025. It shall be automatically renewed from year to year thereafter unless the Union notifies the Employer in writing by February 1 of the last year of this agreement that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after such notice. This Agreement shall remain in full force until notice of termination of this Agreement is provided to the other party.

**Section 2** - In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees in writing that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the

Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

**Section 3** - The Employer shall not lockout employees during the term of this contract

**Section 4** – The parties agree to avoid any work stoppage or disruption by submitting disputes to arbitration as provided in this agreement.

SIGNATURES

Date: 10/26/20

For The Union:

Ernest Hewett III

Ernest Hewett III: Local 2458 Pres.

Robert Schneider

Robert Schneider: Local 2458 Treasurer

Russ Allen

Russ Allen, Bargaining Team

David Russell

David Russell, Bargaining Team

Sylvia Hebert

Sylvia Hebert: AFSCME Staff Representative

For First Student:

David Fairweather

David Fairweather: Area General Manager

Shant Zakarian

Shant Zakarian: Labor Counsel

## Appendix A Definitions

**Bargaining Unit** - whenever the term "Bargaining Unit" is used, it shall refer to all employees as specified in Article 1: Recognition and shall also refer to any additional personnel that the Employer and the Union mutually and voluntarily agree to include in the Bargaining Unit.

**Charter Work** - Charter work is passenger driving work which may or may not be classified as Conflicting or Non-Conflicting. All Charter work shall be paid at the charter rate and shall include SAT's, fairs, etc.

**Company** - whenever the term "Company" is used, it shall refer to First Student Int., Inc. and any of its designated representatives.

**Days** - shall be defined as working days Monday through Friday, exclusive of holidays and school snow days.

**Employer** - whenever the term "Employer" is used, it shall refer to First Student Int., Inc. and any of its designated representatives.

**Employees** - whenever the term "Employees" is used, it shall mean full-time or part-time drivers who work out of the Company facilities in either Augusta or Bristol, Maine and who have completed the probationary period.

**Immediate Family**- shall be defined as husband, wife, domestic partner, son, step-son, daughter, step-daughter, mother, stepmother, mother-in-law, father, stepfather, father-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, granddaughter, grandson, or grandparent of a spouse.

**Immediate Supervisor** - whenever the term "Immediate Supervisor" is used it shall refer to the Location Manager or his/her non-union designee.

**Non-Revenue** - shall be defined as all non-passenger driving work and other work which shall include, but not be limited to, janitorial/ maintenance work, answering phones or making copies on an emergency basis only, cleaning or fueling buses, bus delivery and retrieval, and parts runs.

**Number** - whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated.

**Qualified Returning Employee** - whenever the term "Qualified Returning Employee" is used, it shall refer to an employee who has properly notified the Company of his/her intent to return to work the following school year.

**Regular Route**- whenever the term regular route is used it shall refer to Home to School routes driven by Route Drivers and shall include Kindergarten, Pre-K, and vocational runs. Regular routes shall be paid at the Home-to-School hourly rate. Any route that is to be made up by the School District for snow on a Saturday shall be considered a regular route and shall be paid at the Home-to-School rate. The Kick-off Day meeting shall be paid at the Home-to-School rate.

**Route Driver** -whenever the term "Route Driver" is used, it shall refer to all drivers who are assigned regular home to school routes which shall include Kindergarten, Pre-K, and vocational runs.

**Run Seniority** - whenever the term "run seniority" is used, it shall mean the employee's length of service on a specific run (route) which was bid and awarded by seniority.

**Spare Driver** - whenever the term "Spare" is used, it shall refer to all drivers who have are not engaged or have not been assigned to a regular route. Spare Drivers are available on an as-needed basis and may be assigned to fill-in for route drivers. Spares are eligible to perform all types of charter and non-revenue work.

**Steward** - whenever the term "Steward" is used, it shall refer to employees selected by the Union to represent members of the Bargaining Unit in employment matters.

**Unqualified Returning Employee** - whenever the term "Unqualified Returning Employee" is used, it shall refer to an employee who has not provided the Company with the appropriate notice of his/her intent to return to work the following school year.

**Union** - whenever the term "Union" is used, it shall refer to the American Federation of State, County, and Municipal Employees, Council 93, AFL-CIO, Local 2458-00.

**Work** - shall be defined as all tasks and services normally performed by an employee within the Bargaining Unit on either a regular or intermittent basis. Work shall not be defined as tasks normally performed by management and shall not include dispatching, maintenance work, or office work.

**Appendix B Performance Plus Plan**

1. Each employee will be allowed five (5) days absence per school year or ten (10) half days.
2. Excused absences (Military, Jury Duty, Family Medical Leave Act ( FMLA) or Funeral Leave) will not be counted toward the five (5) days.

**Monthly Bonus**

1. The first two (2) days absent in one month will not affect the monthly or year-end bonus.
2. After the third and fourth days absent in the same month, an employee shall not be eligible for that monthly bonus. This shall not affect the employee's eligibility for the year-end bonus.
3. Any portion of an employee's standard hours (AM, PM) missed will be counted as a half day.
4. Employees involved in a preventable collision or preventable injury, due to an employee's failure to adhere to Company safety policy or not utilizing Company-provided safety equipment, shall not be eligible for that monthly bonus.
5. Employees who do not attend the monthly safety meeting shall not be eligible for that monthly bonus, unless it was due to Company work schedules.

**Year-End Bonus**

1. Employees involved in a preventable collision shall not be eligible for the year-end bonus. All collisions will be reviewed by the review Board and the Contract Manager. No employees covered by this agreement shall serve on this Board.
2. Employees who are absent more than five (5) days during the school year shall not be eligible for the year-end bonus. This shall not prevent employees from earning monthly bonuses as provided for above.
3. Employees who are absent from two (2) or more safety meetings per school year shall not be eligible for the year-end bonus. Unless missing a monthly safety meeting was due to Company work schedules. This shall not prevent employees from earning monthly bonuses as provided for above.
4. Year-end bonuses will be prorated based on the full months worked.

	Monthly Bonus	Year-End Bonus	Possible Total
Route Drivers	\$30	\$250	\$550
Spare Drivers	\$15	\$125	\$275

Appendix C SENIORITY LIST

Augusta	Date of hire	
Hewett, Ernest III	8/15/1990	Route
Perry, Helen	8/23/2001	Route
Kanaris, Jessica	12/8/2001	Route
Nawfel, Ken	6/17/2002	Route
Allen, Russ	6/26/2002	Route
Eldridge, Geneva	4/9/2003	Route
O'Neal, Deneille	11/24/2003	Route
Wadding, Teri	2/15/2005	Route
Frost, Rolfe	1/31/2006	Route
Dunphy, Elgena	8/9/2006	Route
Christie, John	12/22/2006	Route
Cole, Bernard II	3/5/2009	Spare
Martin, Ricky	10/18/2011	Route
Mathieu, Richard	12/28/2012	Route
Blanchard, Jean	10/28/2013	Route
Hugo, Nieto	11/6/2014	Route
Morin, Thomas	3/6/2015	Route
Stockford, Jay	8/19/2016	Route
Trottier, Brittany	8/29/2016	Route
Fessenden, Joseph	1/10/2018	Spare
York, Maribeth	1/24/2018	Route
Wilson, James	4/2/2018	Route
Schneider, Robert	4/16/2018	Route
Riley, Donna	5/14/2018	Route
Dugas, Kelley	8/17/2018	Route
Russell, David	9/10/2018	Route
Dan Gysi	11/29/2018	Van
John Riley	4/15/2019	Spare
Edward Almeida	4/24/2019	Spare
Cassie Veader	4/27/2019	Route
Patrick Malloy	12/28/2019	Spare
Beth Spicer	12/9/2019	Route
John Polhemus	3/4/2020	Spare



**Appendix C SENIORITY LIST**

Bristol Names	Date of Hire	
Gormley, Martin	4/10/2003	Route
Simmons, Stacey	9/30/2003	Route
Flint, Denise	2/18/2008	Route
Barter, Donald	4/1/2010	Route
Lailer, Robin E	10/18/2011	Route
Reilly, Kimberly	10/18/2011	Route
Trayers, Paige	9/1/2012	Route
Mills, Douglas	1/29/2013	Route
Bryant, Randy	12/1/2013	Route
Oliveri, Mary	6/1/2015	Route
Achorn, Angela	3/1/2016	Route
Griffin, Leslie	4/1/2017	Van
Darryl Leroy	2/9/2018	Route/Trainer
Bryant, Brandi	8/25/2018	Van
Bryant, Karen	8/25/2018	Van
Dennis Phinney	9/22/2018	Van
Helen Phinney	9/22/2018	Van
Briceson Henry	9/11/2019	Route
Cristal Bryant	11/18/2019	Spare

## Attendance Policy First Student

It is First Student's expectation that employees report to work on time each day they are scheduled to work. First Student defines absence as failure to report for and remain at work as scheduled. This includes late arrival at work, and leaving early. It is essential that the manager established regular work schedules for staff, and monitors and manages absence fairly, effectively, and legally.

Upon hire, employees are given work schedules based upon their full-time or part-time status. If at any time an employee's work status changes e.g., an employee drops from Full-time (scheduled for 30 hours or more per week) to Part-time (scheduled for less than 30 hours per week) status or vice versa, the manager must complete an Employee Profile and Change Form. Failure to do so in a timely manner may result in the employee not being paid appropriately or receiving benefits not appropriate to their status.

The Manager has Attendance Reporting Responsibilities. If an employee's schedule deviates for any reason (absence, additional work hours, etc.) the manager must complete an exception report (the method adopted by the department/location for tracking exceptions to work schedule). Location exception reporting ensures staff is paid appropriately and ensures accrued leave benefits (vacation, personal, sick time, etc.) are tracked accurately.

Attendance Issues and Disciplinary Action for Attendance Issues must be addressed in a timely manner to be effective. If an employee has attendance issues, they should be addressed as soon as reasonable. The guideline herein should be used to curb any problems and ensure attendance is dealt with fairly and consistently for all Non-Operator staff.

### **Tardiness**

- First Student recognizes that, due to unforeseen circumstances, employees may be late getting to work. Employees must call their manager, whenever possible, to provide notification that they will be late for work, the reason for the delay, and the approximate time they expect to arrive at work; which is considered an authorized incident.
- Employees are considered tardy if they fail to report to their assigned workplace at the scheduled time, including returning from breaks or lunch.
- An employee with three incidents of unauthorized tardiness, within any consecutive 90-calendar days, should receive an oral warning from his or her manager.
- Should an employee be tardy on a fourth occasion, within any consecutive 90-calendar days, the employee should receive a written warning.
- A final written warning should follow on the occasion of a fifth incident of tardiness, within any consecutive 90-calendar days.
- Any additional incidents of tardiness, within any consecutive 90-calendar days, should result in further disciplinary action up to and including discharge.

### **Absenteeism**

- If an employee is absent for three consecutive workdays without notification or authorization, the employee is considered to have abandoned his or her position and is to be discharged.
- An employee, who has one incident of an unauthorized absence within any consecutive 90-calendar days should receive an oral warning. A copy of the warning should be placed in the employee's personnel file.
- Should an employee have a second unauthorized absence within any consecutive 90-calendar days, the employee should receive a written warning.
- A final written warning should follow on the occasion of a third incident of unauthorized absenteeism, within any consecutive 90-calendar days.

- Any additional incidents of unauthorized absences, within any consecutive 90-calendar days, should result in discharge.
- Absences resulting from leave approved in accordance with First Student policy are exceptions to this policy.

**Severe Weather** is to be expected in some locations. Although driving may at times be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe weather, all employees are expected to work their regular hours. With the Supervisor's approval, time taken off due to poor weather conditions may be used as a vacation day, a Floating Holiday or as unpaid leave.

**Employees Requesting Time Off** for anticipated occurrences, such as vacation or Floating Holidays, must complete a written request and submit the form to their manager for approval using the employee attendance documentation method adopted by the location for tracking employees' requests for time off. The written request should be made as far in advance as possible, but no less than 72 hours in advance.

When an employee will be absent from work for any reason, he or she must report the absence to their Manager before their regular start time if possible. Employee should make every attempt to speak directly to their manager rather than leaving a message. This notification is required for each day absent unless the manager specifically directs otherwise when it is known that the employee will be absent for a certain number of workdays, or is on approved leave. First Student reserves the right to require medical documentation for any medically related absence of three (3) or more consecutive workdays, at the Company's expense.

All time missed during the normal work schedule is considered an absence and must be documented (except absences of less than 30 minutes if the time is made up during the same day). This includes unexpected absences (such as those due to personal illness or family illness, etc.) as well as planned absences (such as those for doctor/dental appointments, vacation, etc.). In the case of unexpected absence this must be completed upon the employee's return. Employee attendance tracking allows management to track attendance on an ongoing basis, and serves as an efficient tool for employees to submit personal time-off requests and obtain management approval/denial. NOTE: If an employee is absent for more than three workdays refer to the FMLA Policy (Subsection 5.04 and Appendix F) for additional required actions.

Employee attendance tracking documentation is to be signed noting approval, or lack thereof, by the manager and placed in the employee's personnel file.

Absences that are protected by the Family Medical Leave Act (FMLA) are not included in determining excessive absences provided the necessary forms have been complete and the employee has been notified that the time off was applied toward his or her entitlement. See the FMLA Policy (Subsection 5.04 and Appendix F) for additional information.

Additional Accommodations may be able to be authorized. First Student may consider modification of the regular work schedule on an individual basis as a reasonable accommodation for employees with disabilities, unless to make that accommodation would result in an undue business hardship. First Student may also consider modifications of the regular work schedule where necessary to accommodate religious beliefs. Modified work schedules might include flexible work hours, flexible workweeks, swapping of shifts or other reasonable changes.

## SIDE LETTER FOR PARK-OUTS

The parties acknowledge there have been some discussions concerning the current practice of allowing drivers, who meet a certain criteria, to be park-outs. The parties have agreed that if the company discontinues the practice of allowing park-outs, the Union will not file a grievance on the issue in exchange for the company agreeing to "grandfather" the employees who are currently park-outs.

T.A. \_\_\_\_\_

Dated \_\_\_\_\_