
FIRST STUDENT, INC.

and

UNITED STEEL WORKERS
AFL-CIO-CLC

LAST, BEST AND FINAL OFFER FROM FIRST STUDENT

The following Memorandum of Agreement represents the Last, Best and Final Offer from First Student.

This Memorandum of Agreement is made by and between First Student (hereinafter “the Company,” or “the Employer”) and United Steel Workers (USW) AFL-CIO-CLC (hereinafter “the Union”) for the City of Boston.

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2003 to June 30, 2008. Except as otherwise modified herein, the parties agree that the terms and provisions of their collective bargain agreement effective July 1, 2008 to June 30, 2011 shall be extended without modification. Except as provided below these amendments shall take effect as of the execution of the Memorandum of Agreement.

(1) AGREEMENT

Agreed: Duration of agreement shall be as enumerated in preamble.

(2) WITNESSETH

Agreed: No change in contract.

(3) ARTICLE 1. Recognition

Agreed: No change in contract.

(4) ARTICLE 2. Contract with the School Committee for the City of Boston

Agreed: Effective dates of City Contract with the Company shall be inserted into Article 2.

(5) ARTICLE 3. Union Shop

Agreed: No change in contract.

(6) ARTICLE 4. Payroll Deduction

Agreed: Word “mailed” changed to *wired via ACH*

(7) ARTICLE 5. Non-Discrimination

Agreed: No change in contract.

(8) ARTICLE 6. Probationary Period

Agreed: No change in contract.

(9) ARTICLE 7. Wages

Agreed: No change in contract.

(10) ARTICLE 8. Hours of Work

Agreed: No change in contract.

(11) ARTICLE 9. Miscellaneous Benefits

Section 3.

The Company accepts the Union proposal that the first sentence in Section 3 will read as follows:

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.

Agreed: No other changes to this Article.

(12) ARTICLE 10. Safety and Training

(a) Section 2.

(i) **Agreed:** Add after the last sentence in paragraph 2:

There will be a minimum of one toilet per 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.

Agreed: The remainder of Section 2(i) remain unchanged.

(ii) Move from Appendix “C” the Safety Policy Committee Guidelines for an Out-of-Service Bus and place it in Article 10, Section 2, subject to the Union

agreement that any reference to Unsafe Bus shall be changed to Out-of-Service Bus.

(b) Section 3.

- (i) **Agreed:** No change to contract.
- (ii) **Agreed:** No change to contract.
- (iii) **Agreed:** No change to contract.
- (iv) Licensing Procedure
 - 1. **Agreed:** No change to contract.
 - 2. **Agreed:** No change to contract.

(c) Drug/Alcohol Screening

- (i) **Agreed:** No change to contract.
- (ii) **Agreed:** No change to contract.
- (iii) **Agreed:** No change to contract.

(d) *Agreed:* See Memorandum of Understanding regarding Safety Issues.

(13) ARTICLE 11 Leaves of Absences

(a) Section 3 - Bereavement Leave

Agreed: No change to contract.

(b) Section 9 - Union Business

Agreed: No change to contract.

(14) ARTICLE 12 Seniority

(a) Section 6 - Master Charter Work

Agreed: Delete the following sentence:

7D drivers shall be given preference to charters exclusively using 7D vehicles. If not enough 7D drivers sign up for 7D charters, then CDL Class B drivers may bid on 7D charters.

(b) Section 7 - Selection of Runs

Agreed: There is no change to contract, except:

Article 12, section 7g “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 he/she is able. This light duty status will be implemented upon the driver’s release to return to duty by her/his Doctor. The light duty activities assigned to drivers will include the AM or PM portion of his/her bid route.

- (j) Agreed: Move the Route Review Committee language from Appendix C to Article 12 and place it after “*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 of “Route Problems”.*”

Section 8 - Standby Seniority

Agreed: No changes to contract.

Section 11 - Extra Report Rate Work

Agreed: No changes to contract.

Section 13(b) Agreed: Delete the following: “In the event there are four (4) or more vans (7D) routes scheduled to start after 5:15 PM on any weekday, the company will post at least one (1) Evening Citywide-Van position at either the branch from which the majority of the vans are operating or, if no majority, from the most centrally located branch, currently Washington Street.”

ARTICLE 13 - Grievance and Arbitration

(b) Section 5, Agreed: Add after last sentence-- “*Drivers who have been terminated from employment and have active grievances regarding their termination will have access to training, physicals and licensing.*”

Agreed: No other changes to Article.

(15) ARTICLE 14 - Discharge and Discipline

Agreed: Add new Sections 8 and 9 as follows.

New 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 sixty days. At the end of the sixty 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 shall be paid. It is understood that, with the respect to the above type of cases, the parties maintain rights to all other sections of the collective bargaining agreement.

New 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 an 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.

(16) ARTICLE 15 - Union Activities

Agreed: No change in contract.

(17) ARTICLE 16 - No Strike

Agreed: No change in contract.

(18) ARTICLE 17 - Absenteeism and Tardiness

Agreed: No change in contract.

(19) ARTICLE 18 - Management Rights

Agreed: No change in contract.

(20) ARTICLE 19 - Scope of Agreement

Agreed: No change in contract.

(21) ARTICLE 20 - Validity

Agreed: No change in contract.

(22) ARTICLE 21 - Personnel Files

Agreed: No change in contract.

(23) ARTICLE 22 - Operations

Agreed: No change in contract.

(24) ARTICLE 23 - Union Cards/New Drivers

Agreed: No change in contract.

(25) ARTICLE 24 - Pay Procedures

Agreed: No change in contract.

(26) ARTICLE 25 - Accident Review Committee

Agreed: No change in contract.

(27) ARTICLE 26 - Previous Privileges and Benefits

Agreed: No change in contract.

(28) ARTICLE 27 - Master List

Agreed: No change in contract.

(29) ARTICLE 28 - Witnesses

Agreed: No change in contract.

(30) ARTICLE 29 - Duration

Agreed: Effective date of contract will be as enumerated in the above preamble.

(31) APPENDIX A.

Economic Proposal

Agreed: Wages shall change as described below:

<u>Bus Rate</u>	<u>Charter Rate</u>	
<u>21.70</u>	<u>13.23</u>	effective July 1, 2008*
<u>22.24</u>	<u>13.56</u>	effective July 1, 2009
<u>22.74</u>	<u>13.87</u>	effective July 1, 2010

*The wage increase will be retroactive to July 1, 2008 provided there is no work stoppage, slowdown or strike; otherwise the wage increase will be effective at the signing and ratification of the Agreement.

(32) APPENDIX B.

Fringe Benefits

Memorandum Regarding Health Insurance "Opt Out" benefit

See the attached Memorandum of Understanding.

Short-Term: disability from \$190/week to \$250/week. Effective upon ratification of the contract.

Long-Term Disability: Effective within 60 days of signing contract, 50% of weekly pay, \$5,000 per month cap, 5 year maximum and 90 days waiting period. Employees will have the opportunity to purchase Long Term Disability coverage of up to 60% of weekly pay, \$5,000 per month cap, 5 year maximum and 90 days waiting period. Any additional coverage shall be paid for by the employee (As of August 20, 2008 the cost of additional coverage was approximately \$7.50/month for an employee making \$30,000). 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.

Vision Plan: Add "Repair broken prescription glasses" coverage, cost of frames up to \$150.00, and "Progressive Lens" coverage.

401K – Year 1 - \$135,000 plus one time drop of \$60,000

Year 2 - \$145,000

Year 3 - \$155,000.

Attendance Bonus: Effective July 1, 2009, the "Bonus Amount" shall change from one hundred dollars (\$100) to one hundred and twenty-five dollars (\$125).

(33) APPENDIX C. - Memoranda of Understanding

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

Agreed: No change in memorandum.

(b) Memorandum Regarding Electronic check In/Payroll System

Agreed: No change to memorandum.

(c) Memorandum Regarding Route Review Committee

See Article 10, Section 2(ii).

(d) Memorandum Regarding Global Positioning Systems and “Zonar”

See the attached Memorandum of Understanding.

(e) Letters of agreement: Letters of Agreement A and B will be executed by the City of Boston upon execution of the collective bargaining agreement and shall be effective through June 30, 2012.

(34) Reduction in Force

- The Company agrees that there will be no reduction in force in the 2008-2009 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.