

December 7, 2011

FIRST STUDENT, INC
FINAL PROPOSAL TO
UNITED STEELWORKERS
AFL-CIO-CLC

This proposal is a **final offer** and package proposal that must be accepted or rejected in its entirety.

1. **AGREEMENT**

Change effective date of the new agreement to July 1, 2011.

2. **WITNESSETH**

Agreed no change.

3. **ARTICLE 1 RECOGNITION**

Agreed no change.

4. **ARTICLE 2 CONTRACT WITH THE SCHOOL COMMITTEE OF BOSTON**

Agreed no change.

5. **ARTICLE 3 UNION SHOP**

Agreed no change.

6. **ARTICLE 4 PAYROLL DEDUCTION**

The parties agree to the following change:

Second paragraph changed to: Said dues shall be wired via ACH to the International Secretary/Treasurer, United Steelworkers, Five Gateway Center, Pittsburgh, Pennsylvania 15222 within fourteen (14) days of the date when the dues were directed by Local 8751 to be deducted, **with due consideration given to the scheduling needs of the company** in compliance with all applicable federal and state laws and regulations. The Union shall submit the dates for deductions to be made at the beginning of the school year.

7. **ARTICLE 5 NON DISCRIMINATION**

Agreed no change.

8. **ARTICLE 6 PROBATIONARY PERIOD**

Agreed no change.

9. **ARTICLE 7 WAGES**

See Appendix A

10. **ARTICLE 8 HOURS OF WORK**

Agreed no change.

11. **ARTICLE 9 MISCELLANEOUS BENEFITS**

Agreed no change.

12. **ARTICLE 10 SAFETY AND TRAINING**

No Change

13. **ARTICLE 11 LEAVES OF ABSENCE**

Agreed no change.

14. **ARTICLE 12 SENIORITY**

Section 5. Reduction in Forces

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

During the remaining two years of the contract the Company, after notice from the school department, will provide thirty (30) days notice to the Union and will meet and confer with the Union about possible layoff.

Section 8 Standby Seniority

Amend the agreement to provide that the report time for stand-by drivers will be 5:00 am and the morning bid will take place at 5:15 am. Drivers will be able to review the routes posted between 5:00 am and 5:15 am.

The Stand-by report times shall be:

AM Flat Rate—5:00 am to 7:45 am

PM Flat Rate—12:35 pm to 3:05 pm

Section 10 Route Evaluation Procedure

Agreed No Change

15. **ARTICLE 13 GRIEVANCE AND ARBITRATION**

Agreed no change.

16. **ARTICLE 14 DISCHARGE AND DISCIPLINE**

The following changes have been agreed to by the parties:

Section 7.

The first sentence is amended by deleting "seven (7) days" and replacing it with "**fourteen (14)** working days".

Section 8.

Change sixty (60) days to **ninety (90) work days**. Add to the 4th sentence "the unpaid portion of this suspension **and the driver's legal fees (as set out in Appendix B) shall be paid.**"

17. ARTICLE 15 UNION ACTIVITIES

Agreed no change.

18. ARTICLE 16

Agreed no change.

19. ARTICLE 17 ABSENTEEISM AND TARDINESS

Agreed no change.

20. ARTICLE 18 MANAGEMENT RIGHTS

Agreed no change

21. ARTICLE 19 SCOPE OF AGREEMENT

Agreed no change.

22. ARTICLE 20 VALIDITY

Agreed no change.

23. ARTICLE 21 PERSONNEL FILES

Agreed no change.

24. ARTICLE 22 OPERATIONS

Agreed no change.

25. ARTICLE 23 UNION CARDS/NEW DRIVERS

Agreed no change.

26. ARTICLE 24 PAY PROCEDURES

Agreed no change.

27. ARTICLE 25 ACCIDENT REVIEW COMMITTEE

Add a new paragraph that has been agreed to by the parties (f):

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

28. ARTICLE 26 PREVIOUS PRIVILEGES AND BENEFITS

Agreed no change.

29. ARTICLE 27 MASTER LIST

Agreed no change.

30. ARTICLE 28 WITNESSES

Agreed no change.

31. ARTICLE 29 DURATION

The parties agreed on a three year agreement **July 1, 2011 through June 30, 2014**

32. APPENDIX A

Wages and Benefits 2011-2014:

(All improvements in year one are carried through years two and three)

Year 1: July 1, 2011- 2012

1. Wage: Bus Rate \$22.74 per hour
Charter Rate \$13.87 per hour
2. Retirement severance pay = \$50,000 total cost of benefit
Eligibility - Age 67, 30 years of service, max 10 employees (\$5,000 per employee)
3. 401k 1.25% match (plus \$155k current drop)
4. Dental program DMO 100% -- PPO at 65%/ 35% of balance at employee option

5. Medigap Insurance monthly premium for employee only coverage, (80%/20%) not to exceed \$279.02 per month, to be paid by the Company, the balance paid by the employee.
Eligibility- employees that retire at 67 years old with 30 years of service.
6. Extension of Life, Dental, and Vision for Retirees only.
Eligibility – employees that retire at 67 years old with 30 years of service.

Year 2: July 1, 2012-2013

1. Wage: Bus Rate \$22.97 per hour
Charter Rate \$14.01 per hour
2. 401k – 2.25% match
3. Life Insurance \$60,000 employee, \$25,000 spouse, \$10,000 child

Year 3: July 1, 2013-2014

1. Wages: Bus Rate \$23.20 per hour
Charter Rate \$14.15 per hour

33. **APPENDIX B**

Supplemental Unemployment Benefits:

The first paragraph concerning Supplemental Unemployment Benefits is amended by adding the following language as the last sentence:

In order to receive the Supplemental Unemployment Benefit stipend the driver must work the entire last day of school before and after the December, February and April vacations and the entire last day of school before summer vacation unless the driver is on bereavement leave, a personal day, jury duty or a documented emergency.

Paid Holidays:

Agreed no change.

Annual Holiday Party: -

The Holiday party will be capped at \$ 15,000.00 and will be paid by the Company not the School Department.

Legal Fees:

The parties agree to increase the reimbursement for legal fees to \$2000.

34. **APPENDIX C**

(a) Memorandum Regarding the Twenty-five Hour Weekly Minimum:

No Change

(b) Memorandum Regarding Electronic Check In/ Payroll System:

No Change

(c) Memorandum Regarding Global Positioning System and "Zonar"

No Change

35. Letters of Agreement A and B shall be modified and appended to the collective bargaining agreement.