
FIRST STUDENT, INC.

and

UNITED STEEL WORKERS
AFL-CIO-CLC

MEMORANDUM OF AGREEMENT

Whereas First Student Inc. (the "Company") desires to utilize a global positioning technology, (GPS) for the purpose of further enhancing the safety of students, efficiency, quality and delivery of services for the Boston Public Schools Transportation system;

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

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

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

Whereas GPS issues related to labor relations, including but not limited to driver wages, working conditions and discipline, are the sole domain of the Employer (First Student) and its legal collective bargaining agent, USW 8751;

Whereas, with respect to GPS equipment installed on Company vehicles, or any similar equipment installed in the future ("Zonar" or any other like product), the Company agrees that no employee has been or will be disciplined as a result of Zonar reports except as modified herein.

The parties hereby agree as follows:

1. At six (6) months from the signing of this agreement and at six (6) month intervals during the life of this agreement, the parties shall meet to discuss the ongoing impacts and to evaluate the operational feasibility, fair and non-discriminatory implementation and overall success of the program. The utilization and use of the GPS system will remain in effect for the duration of the memorandum of agreement which will be co-terminus with the duration dates of the collective bargaining agreement.
2. Regarding GPS, the Boston School Department, the City or its agents shall not engage in any activity that interferes with labor / management relations. While it is understood that the Boston School Department/City will have access to review of data generated by GPS installed on its vehicles, said review shall be confined to issues related to student safety and company compliance with its vendor contract. The Boston School Department/City will not, under any circumstances, use GPS data for the purposes of discipline. Further, Boston Public Schools will not recommend that disciplinary action

be taken on any USW 8751 member utilizing information from a GPS system. Evidence of violation of this provision shall render management's action against an employee Union member null and void.

3. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of the utilization of GPS equipment. It is agreed that there will be no excessive monitoring of the system. No member of the company, nor its agents, shall conduct "trolling" of the database for alleged violations. The company agrees that it shall not randomly review information available through the system or utilize such information for disciplinary purposes unless a review has been prompted by a "qualifying event", such as a visual observation by a company employee; repeated unreasonable requests for exception a complaint of an offense alleged by a student, parent, or member of the public based on specific evidence; or a complaint regarding driver on-time performance.
4. The Company further agrees that the information contained in and derived from any GPS reports shall not be disclosed to any third party, except in a disciplinary action when supported by independent facts and justification or as required by laws or contract, provided further that the Company shall provide the Union with GPS reports if relevant to a lawful Union concern.
5. The Company agrees that all prior discipline based on GPS data are hereby withdrawn and employees files shall be purged of all said discipline. All prior grievances indentified by the parties as of August 20th 2008 are to be settled as agreed by the parties (in separate agreements) and the Union's Class Action GPS grievance is hereby withdrawn.
6. In the event that the Company plans to rely on information obtained from GPS for disciplinary purposes, the Company shall provide a copy of such information to the Union.
7. The Company will provide to the Union, on a monthly basis, the GPS system administrator's log-in report and will provide all pertinent information included in that report
8. The parties agree that creation and re-evaluation of flat rates shall not be based on GPS data but shall remain as described in the contract. GPS data will not be used in the process.
9. The parties agree that information obtained by GPS will generally be used for guidance and instructional purposes. Any minor infraction such as "idling", "off route" and "unauthorized use" that in any part is verified by the use of GPS will not count as a first offense for the purpose of progressive discipline. Such infraction will result in counseling of the employee by management. Repeat offenders for minor infractions will be subject to progressive discipline.

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

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

10. First Student will provide access to view the GPS system for up to three Union members as designated by the Union President in writing to the Region Vice-President. Access will be limited to these Union members. Non-compliance with this paragraph may result in cancellation of this access. It is understood that the Company shall grant all requests by the Union for reports from the GPS system.
11. The Company agrees it will not discipline a driver based upon the utilization of GPS records that are more than thirteen (13) months prior to the implementation of the discipline.
12. No discipline shall be based solely on GPS data, but will be based upon independent facts and justification that comport with the "just cause" standards and provisions of the Labor Agreement. It

is agreed that the immediate supervisor and/or Terminal Manager, in consultation with the Contract Compliance Manager, HR Manager, and/or the Region Vice-President shall have the responsibility to make the initial determination as to whether a Union employee's activity is appropriate or not.

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

The Company shall make a reasonable attempt via the radio to contact the employee to inform him/her of the alleged offense and inform the Union leadership.

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

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

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