

AGREEMENT
BETWEEN
LOCAL 73
SERVICE EMPLOYEES' INTERNATIONAL
UNION (SEIU)
AND
FIRST STUDENT
GALESBURG, IL
RATIFICATION – JUNE 30, 2024

AGREEMENT

This agreement made this 15th day of June 2021 by and between, First Student. – Galesburg, IL hereinafter referred to as the “Company” and Local 73, Service Employees’ International Union (SEIU), hereinafter referred to as the “Union”.

ARTICLE 1 INTENT AND PURPOSE

SECTION 1. The parties hereto enter into this Collective Bargaining Agreement for the purpose of maintaining mutually beneficial labor relations and establishing methods for a fair resolution of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement. Both parties desire to provide uninterrupted operations to the clients we serve and to provide a secure and productive work environment to the employees of the Company.

SECTION 2. The Union on behalf of the bargaining unit agrees that each employee covered by this Agreement shall devote his/her full attention and best efforts to the performance of his/her job duties. During all work time, employees will not engage in any activities that are not related directly to the performance of their jobs.

SECTION 3. The parties agree that they will treat one another’s representatives with dignity and respect.

ARTICLE 2 UNION RECOGNITION

SECTION 1. The Company recognizes the Union as the sole and exclusive bargaining representative with respect to rates, wages, benefits, hours of work, and other conditions of employment for all full-time and regular part-time drivers and monitors employed at the Galesburg, Illinois location excluding all office clerical employees, sales persons, professional employees, dispatchers, tech-in-charge, shop manager, shop supervisor, location safety coordinator, guards and supervisors as defined in the Act, as amended, in accordance with National Labor Relations Certification No.33-RC-5105. As a condition of employment, all employees shall, after thirty-one (31) calendar days of employment either:

1. Pay the periodic monthly dues, or service fees, and initiation fees uniformly required of all union members;

SECTION 2. Employees Defined: Throughout the term of this Agreement, whenever the term “Employee” is used, it shall be deemed to mean an employee covered by this Agreement.

ARTICLE 3 UNION SECURITY

SECTION 1. Maintenance of Checkoff

The Company agrees to deduct membership dues, initiation fee and fees for Union programs from an employee's paycheck upon written request of the employee. Employees may express such authorizations by any means of indicating agreement allowable under state and federal law. Such deductions shall be authorized on forms signed by the employee and provided by the Union and shall remain in effect until such time as the Union informs the Company to halt the withholding of fees. The Company shall remit monies deducted to the Union. The Union shall indemnify and hold the Company harmless against any and all claims, suits or other forms of liability which may arise out of any action taken by the Company in its efforts to comply with this section

No dues will be withheld from payroll checks issued in June or July.

SECTION 2. All bargaining unit employees who choose not to become members within thirty-one (31) calendar days of employment shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair share Fee shall be deducted from the employee's paycheck. Such deduction shall remain in effect for the duration of this labor agreement. Such deduction shall be forwarded to the union along with the deduction provided for in Article 3 Section 1 of the CBA. The Union shall advise the employer of any increase in Fair Share Fees in writing at least fifteen calendar days prior to its effective date.

SECTION 3. In the event any employee covered hereby is precluded from making Fair Share contributions as required by Section 2 on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the employer the names of all employees covered hereby who are relieved of the obligation to pay the Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made that said employees are not subject to a Fair Share Fee deduction.

SECTION 4. The union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

SECTION 5. The Company shall deduct from the pay of all employees covered by this Agreement the dues, back dues, initiation fees, and/or "fair share" service fees owed to the Union and shall remit all such deductions monthly, except that all deductions for the above items must be uniform and regular. Where laws require written authorization by

the employee, the same shall be furnished in the form required. No deductions shall be made which applicable law prohibits.

For the purpose of this Article, the term “member not in good standing” shall mean any employee whom the Union advises the Company owes dues, back dues, initiation fees or service fees which have not been paid as of the effective date of this Agreement, or thereafter.

SECTION 6. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to the other members of the Union, and further, that employment by the Company will not be denied or terminated for any reason other than the failure of an employee covered by the Agreement to tender the periodic dues, initiation fees, and service fees uniformly required as a condition of acquiring or retaining membership in the Union. Employees who fail to pay the full appropriate uniform dues, service fees, or initiation fees as required by the Union and this Agreement, may not be retained in the employ of the Company. Upon written notice from the Union to the Company requesting the discharge of any such employee, and provided that the union can show proof that it has mailed to the employee a certified letter, the Company will, within one (1) week of receipt of such notice, terminate any such employee.

SECTION 7. The Union agrees to indemnify and hold the Company harmless against any and all, claims, demands, actions or liability whatsoever that may be made against the Company or incurred by it arising from the enforcement of this Article. Should this clause be invoked by the Company, the Company agrees that the Union shall be afforded the right to jointly participate in such defense.

SECTION 8. COPE Contributions: Upon receipt of a lawfully executed written authorization by the employee or until such authority is revoked by the employee, contribution to the SEIU Committee on Political Education, managed and operated by the Union, will be deposited by electronic transfer to an eligible ACH Clearing House account designated and managed by the Union in the amount designated by the employee. Such contributions shall be made by electronic transfer from the employee’s pay each pay period. The SEIU Committee on Political Education shall refund to the employee any contributions, which may have been transferred erroneously, or any monies, which may be remitted erroneously.

SECTION 9. COPE Indemnification: The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders, or judgments from any actions taken or not taken by the Company pursuant to the provisions of this Agreement.

SECTION 10. Notification: At least once per month the Company shall notify the Union, in writing, all new hires, terminations and changes in employee’s status and job classification for all bargaining unit employees. In addition, the Company will provide a list of employee’s pay rates twice per annually. Such wage rate list shall be provided to

the Union at the beginning of each contract year and within a ten (10) day period after the New Year's holidays are completed.

SECTION 11. New Employees: An authorized Union Representative shall be given not more thirty (30) minutes of uncompensated time for the purpose of presenting general Union information to the new employee(s) and providing the employee(s) with a copy of this Agreement. Such presentation will be scheduled by the Location Manager during an appropriate time an employee(s) is in training.

ARTICLE 4 UNION DUES CHECKOFF

[This Article intentionally left blank.]

ARTICLE 5 UNION RIGHTS

SECTION 1. STEWARDS The Company recognizes the right of the Union to designate a reasonable number of Stewards from among the employees of the Company. The Company will be notified in writing by the Union as to the name of the Steward(s). The authority of the Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Company or the designated Company representative in accordance with the provision of this Agreement; and/or
2. The transmission of such message and information, which shall originate with, and are authorized by the Union or its Officers, provided such message and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not invoke work stoppages, slowdowns, refusal to handle goods, or any other deliberate interference with the Company's-business.

SECTION 2. The Stewards have no authority to take strike action or any other work stoppage, interrupting the Company's business, except as authorized by the official action of the Union. The Company shall have the authority to impose discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

SECTION 3. Stewards shall not conduct Union business during working hours (after sign in time to after sign out time) unless authorized by the Company. Stewards and Chief Stewards, except as specifically provided in the Section, shall not be compensated by the Company for his/her union activities unless the Company requests the participation of the Steward or Chief Steward during any of their scheduled working hours.

SECTION 4. Authorized Agents of the Union shall have access at reasonable times during working hours to the Company's-premises for the purpose of administering the

Agreement. Such visits shall not interfere with the work of any employee or the operation of the facility or any department thereof.

SECTION 5. All Stewards will be regular employees of the Company.

SECTION 6. The Employer recognized the interests of the Union in any changes which materially affect the working conditions of those represented by the Union, and will keep the Union, through its designated representative, informed as to such changes at least five (5) calendar days prior to such changes whenever possible.

ARTICLE 6 MANAGEMENT RIGHTS

The Union recognizes the right and responsibility of the Company to manage its facility and to direct its working forces. Any of the rights, powers, prerogatives, and authority that the Company had prior to the signing of this Agreement are retained by the Company unless specifically abridged, delegated, granted, or modified by this Agreement.

Such rights and functions include, but are not limited to, (1) full and exclusive control of the management of the Company, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the rights to change or introduce new and improved operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to hire, establish, and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay off employees; (5) the right to establish work and attendance rules, regulations, policies and procedures, and the right to modify or change existing rules and regulations from time to time, and (6) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees, and otherwise to maintain an orderly, effective, and efficient operation.

The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the Company shall not be construed to mean that any right is waived.

ARTICLE 7 BULLETIN BOARDS

SECTION 1. The Company shall provide suitable space to the Union for a 3'x4' bulletin board in an appropriate location, as determined by the Company, inside the location exclusively for its own use. All material posted on the Union bulletin board shall be approved and initialed in advance by the Chief Steward or designee. It will be the

responsibility of the Union to ensure that postings will be limited to matters pertinent to official Union business. The Company reserves the right to meet with the Chief Steward and request that the Union remove any postings the Company feels are objectionable. If the Steward disagrees with the Company's objections, he/she will contact the Union Representative to discuss the contents of the material. If the Union Representative agrees with the Company he/she will direct the Chief Steward to remove the posting immediately. Objectionable postings include, but are not limited to, any detrimental statements regarding any employee, the Company, School District, School District Members, parents, or any political statements that are negative in nature.

ARTICLE 8 NON-DISCRIMINATION

SECTION 1. It is agreed by and between the parties that there shall be no discrimination against any employee because of their Union affiliation.

SECTION 2. Neither the Company nor the Union shall discriminate against any employee in any manner because of race, color, creed, religion, veteran status, sex, ethnic origin, age, or any other prohibited factor as these are defined under applicable State, Local or Federal law nor for disability provided the employee is capable of performing his/her job.

SECTION 3. AMERICANS WITH DISABILITIES ACT PROVISION The parties to this Agreement recognize the special need to accommodate the disabled and agree that, other provisions of this Agreement notwithstanding, the Company may take actions necessary to accommodate an individual who is or may be disabled. The Company's actions under this article shall not be subject to arbitration under this Agreement.

SECTION 4. The Union and Company agree that sexual harassment is a form of misconduct that demeans the victim and undermines the integrity of the workplace. Such misconduct cannot be tolerated, and any complaints will be thoroughly investigated and acted upon, with the utmost effort to preserve the confidentiality of all parties concerned. Management and the employees have an obligation to maintain a workplace free of harassment. Violations of this section may result in immediate termination. Employees have the right to utilize the grievance procedure to address matters arising under this Section.

ARTICLE 9 HOURS OF WORK AND OVERTIME

SECTION 1. The workweek, for the purpose of pay including the calculation of overtime shall consist of seven (7) consecutive days beginning (Saturday) through (Friday).

SECTION 2. The Company does not intend to build overtime into any employee's schedule. However, in the event that overtime becomes necessary, the employee will be paid per the terms of this Article outlined as follows:

- f) Show-up time for cancellation of any of the above if employee is not notified prior to reporting to the lot. 2 hours
- g) Employees will be paid at the agreed upon rate for all hours worked beyond the minimum hours noted above.
- h) Stand-by 3 hours
 - Stand-by drivers will also receive an add'l \$0.50/hour premium on their regular route pay for time spent in stand-by driver status
- i) Bright Futures 1 hour if an add-on to a 2 hour minimum route;
2 hour minimum as a stand alone
- j) Trainers: Trainers will receive \$1.00 (one dollar) per hour premium on their regular route pay for time spent doing the work of a Trainer.

The employer will not move the starting time by more than thirty (30) minutes to use the minimum to cover work. Any work that requires an employee to come in more than thirty (30) minutes early will be paid at the regular rate of pay, and the employees start time for the minimum hours work will be begin at it's normal time. If early time in is refused, no discipline will occur.

ARTICLE 11 SENIORITY

SECTION 1. Company seniority is defined as the length of continuous service from the most recent date of hire and entry into a classification with the Company. Classification seniority will be used in any lay-off, recall, route bidding, and charter rotation list. For the purpose of applying seniority in job bidding, layoff and recall, it is understood that employees must be qualified to perform the assignment (work), and must meet fitness and licensing standards as maintained by the Company, State, Local and /or Federal guidelines.

If two (2) or more employees have the same date of hire or start date in a classification, their respective position on the seniority list shall be determined by alphabetical order of their last name, from A-Z.

SECTION 2. PROBATIONARY PERIOD New employees will be considered probationary employees during the first ninety (90)-calendar days of employment. The Union and the Company may mutually agree to extend the probationary period when warranted by individual circumstances. During the probationary period, employees on probation shall be subject to termination without prior notice at the sole discretion of the Company and such action shall not be subject to the grievance and arbitration provisions of this Agreement. Upon the successful completion of the probationary period, the employee shall be given full seniority credit back to the most recent date of employment and will be placed on the seniority list. No fringe benefits shall be applicable during the probation period.

SECTION 3. An employee's seniority shall be broken so that no prior period of employment shall be counted and his/her seniority will cease and his/her employment will be considered terminated by:

1. Discharge for just cause.
2. Voluntarily quitting.
3. Unauthorized absence beyond the time limit of any authorized leave of absence.
4. Permanent shutdown of the Company's facility.
5. If absent from work two (2) consecutive scheduled workdays without notice to the Company. Notice to the Company is defined as personal contact between the employee and the Location Manager or his designated representative.
6. Failure to communicate with the Company within three (3) days after receipt of notice of recall following layoff or failure to report within three (3) regular work days after receipt of written notice is given by the Company to the employee. Such notice shall be deemed to be sufficient if given to the employee by telephone, telegram or certified mail addressed to the last address furnished to the Company by the employee, it being the responsibility of the employee to give the Company his/her last and most recent notice of address.
7. Absent due to layoff, excluding summer breaks and other District shutdowns, medical or workers' compensation leave for a period equal to seniority but not to exceed two (2) years.
8. Willfully furnishes fraudulent, misleading, or erroneous information on an insurance claim, or fails through omission to furnish material facts either as sought on the forms in connection with an illness or injury or material facts which should have been revealed. Fails to promptly report any vehicle accident or fails to promptly report any passenger related injury of which the driver is aware or of has been notified of.
9. Engages in gainful employment during a leave of absence.
10. Allows his/her license, permit or other Federal, State or DOT credential or requirement to lapse for more than thirty (30) calendar days.

SECTION 4. The Company shall maintain and provide a copy to the Union quarterly, a separate list for each classification. Such list shall show the employee's name, seniority date and classification assigned. Employees shall have twenty (20) days from the date of receipt of the Seniority List by the Union to challenge the validity of the list.

ARTICLE 12 LAYOFF AND RECALL

SECTION 1. When it becomes necessary for the Company to decrease the work force due to lack of work or changes in the type of work available, employees will be laid off and recalled after layoffs on the basis of the employee's job classification seniority. The Company shall notify affected employees and the Union of any layoff as far in advance as practical, but not less than two (2) days prior to the layoff unless such notice is impossible or impractical due to circumstances beyond the control of the Company. Layoff shall be determined using the following factors, (1) seniority and (2) qualifications to perform the work available. The Company agrees that in the event the requirements of factors (1) and (2) are relatively equal, seniority will prevail.

SECTION 2. The Company reserves the right to cancel any layoff notice.

SECTION 3. A person on layoff, excluding summer breaks and other normal District shutdowns shall not continue to accumulate seniority during such periods.

SECTION 4. If the Company decides that it is going to operate during the summer months with a reduced workforce, the Company will first seek volunteers to go on voluntary layoff for the summer. The Company will grant these voluntary layoffs by seniority. Thereafter the positions needed for the summer months will be granted by seniority from a list of employees who volunteer for such work. If, from the voluntary employee list, there are insufficient employees to perform the work the Company will select employees in Inverse order of seniority until all positions are filled. Employees, who are designated by the Company to work by inverse selection that do not accept summer work, can be disciplined by the Company including denial of unemployment benefits and or suspension/discharge.

SECTION 5. Should there be a need to reduce the number of employees during the normal school year, a layoff shall be done in reverse order of seniority.

SECTION 6. No new employees shall be hired into a classification while a bargaining unit employee, in the same classification, is on layoff other than summer breaks and other normal District shutdowns. Employees shall be recalled from lay-off by seniority with the most senior employee recalled first, provided the qualifications are satisfied as outlined in Section 1 above. Employees shall be notified of their recall by certified mail to their home. It is the responsibility of the employee to notify the Company of any address change. Once an employee is notified of their recall, they have three (3) workdays to notify the Company of their intent to return and accept recall.

ARTICLE 13 ASSIGNMENT OF WORK

SECTION 1. At least two weeks prior to the route bid, the Company will contact all drivers/monitors to confirm if they want to retain their previous route (am, midday, pm). Drivers must return the correspondence indicating whether they intend to return. If so,

that assignment will be made. In no event will such a bid be accepted that would result in the employee reaching or passing forty hours a week in scheduled routes. In the event of significant route changes (ex. Routes eliminated or combined over the Summer), the Union and the Company will meet to determine whether the prior bid practice should be modified. All known vacant routes shall be posted five (5) days prior to the annual route pick.

Beginning with the 17-18 SY, Bright Futures will be bid (like Solutions and Tutoring) and not tagged onto routes that have been bid. If a Driver and/or Monitor's regular route time would not allow them to do the Bright Futures work, they will not be able to bid on the Bright Futures work. This work will have a one (1) hour minimum if an add-on to a 2 hour minimum route; 2 hour minimum as a stand alone.

Drivers/Monitors will be notified as to the start time of the bidding procedure. If an employee shows up after the start time, they will not be eligible to retain their previous route if it has already been selected. If an employee misses their selection position by seniority, they will be slotted in after the current employee picking has selected a route.

At the route pick, vacant routes shall be awarded by seniority provided the senior bidder is qualified to perform the work. Route postings shall contain the following information:

1. The name of the school or contract.
2. The route sheet showing the location of pick-ups and drop-offs (if possible).
3. Whether the route is a single or paired.
4. Estimated time the route takes to complete.

SECTION 2.

The work of each title in the unit is as follows:

- A. Driver's work is to operate school buses for the contracted work of the customer.
- B. Monitors' work is comprised of the duties required to assist students and drivers in loading and unloading and maintain order while in transit.
- C. Driver Trainer's work is comprised of the duties required to provide new driver training and ongoing in-service programs for bus drivers and monitors as assigned by management. This shall not preclude management or other First Student employees from performing these functions.
- D. Stand-by Driver's work is comprised of the duties required to operate school buses, transport passengers and complete work assignments; such drivers are utilized to cover work that has been vacated by regular route drivers. They may also be used to cover open work at other company locations. A Substitute Stand-by Driver will work from time to time as a Stand-by Driver at the direction of the Company. A Substitute Stand-by Driver would then be replaced by an Unassigned Driver.
- E. Unassigned drivers are new employees that have yet to be assigned a route, but who are required to operate school buses, transport passengers and complete work assignments the direction of the Company.

SECTION 3. Drivers and Monitors will normally be assigned a regular route.

SECTION 4. Extra work for Drivers and Monitors shall consist of non-revenue work such as bus movement, video cameras, cleaning, fueling, fluid checks, minor maintenance such as changing wiper blades, light bulbs, etc. The work shall be posted for bid among all drivers and monitors. Selection will be based on seniority and the ability to perform the work in a professional and satisfactory manner. This bid will be conducted separately from the August route pick bid.

SECTION 5. Route Assignments will allow 10 minutes between sign in and departure to complete the required state inspection each A.M. run. These times shall be a part of the guaranteed pay, in so much as possible drivers will be assigned the same bus each day and are responsible for the inside of the bus, which includes sweeping, and checking for damages. It is the driver's/monitor's responsibility to comply with the company policy regarding placards and the child checkmate system as well as to check for sleeping children and lost articles.

SECTION 6. During the school year, all vacant and newly created routes, excluding mid-day, will be posted for three (3) workdays. All employees will be eligible to bid such route(s). Routes will be awarded to the eligible employee based on seniority.

Employees, who exercise the option to change routes, must remain with the route(s) they have bid on for a minimum of forty-five (45) days worked.

Mid-day vacancies during the school year will be filled by seniority from among those Drivers/Monitors indicating a desire for a mid-day assignment during the pick day (and any new hires who request to be added during the school year). Only those Drivers/Monitors indicating an earlier desire and who have not been assigned a mid-day will be eligible for the work.

SECTION 7. In the event a Driver/Monitor is unable to appear for run pick as scheduled, due to circumstances beyond his/her control, the Driver/Monitor may, by written proxy (verbal in the case of an emergency), designate a shop steward to appear at the scheduled time and make their route selection. If for any reason a Driver/Monitor fails to appear for run pick as scheduled or fails to provide a written proxy permitting a Driver to pick for them, he/she shall be deemed to have waived his/her right to select. The Driver/Monitor may however at the conclusion of run pick procedure exercise their seniority to select any unassigned run on a first come basis. The Company will not be held responsible for any proxy bids. All proxy bids are final and cannot be changed.

SECTION 8. All charters and extra curricular work shall be posted and bid off of one list. All drivers taking a trip will receive a date on the charter rotation list. Charters during school hours and after school hours shall be filled on a rotating basis from a list of drivers, in seniority order, whose AM, PM, or mid-day work assignments would not conflict with the charter(s). Any charter declined would go to the next senior driver in rotation. All scheduled Charters will be posted each week on Tuesday at 8:00 a.m. and remain posted

until Thursday at 7:00 a.m. The rotation will reset on a weekly basis, however, the first pick will change each week: the most senior driver will have the first pick for the first bid; the 2nd most senior driver will have the first pick for the second bid; the 3rd most senior driver will have the first pick for the third bid; etc. Only the first pick changes from week to week, all other bids are selected in seniority order. Example: First Bid (1, 2, 3, 4, 5, ...); Second Bid (2, 1, 3, 4, 5, ...); Third Bid (3, 1, 2, 4, 5, ...); etc. If the "first bidder" does not bid on a trip that week, the next driver participating in bidding gets the first bid.

Charters and extra curricular work will be offered on a rotation basis commencing with the most senior Driver/Monitor desiring extra work provided:

1. Taking the trip does not cause the Driver/Monitor to work more than 40 hours in one week.
2. The Driver/Monitor is excluded by the customer in which case would be passed and not charged.

Any extra trip/Charter, which cannot be covered through the rotation system, will be assigned to the least senior Driver/Monitor meeting the above requirements.

Employees who want to take charters and extra work will be required to indicate their desire to take this work by signing the Charter/Extra Work list at the beginning of every week. If an employee does not sign this list, they will not be eligible for this work until the next week.

SECTION 9. An extra trip assignment through the rotation system may be refused only 3 times in a row in a Semester at which time the Driver/Monitor would be automatically removed from that rotating board for the remainder of the Semester.

SECTION 10. In the event Driver/Monitors in the rotation system are ineligible for extra work assignments because of a conflict between their regular route assignment he/she would be passed and not charged and would be assigned to the next piece of work available.

SECTION 11. Regular routes, which are voluntarily vacated by the regular route driver during the summer, shall become available on a voluntary basis by seniority, but the least senior Driver/Monitor must work such summer work. All extra work boards will be posted for the summer for signing. All Drivers and Monitors must be available for extra assignments during summer in order to be eligible for unemployment benefits.

Each Driver/Monitor shall provide the company with an updated telephone number at which he/she may be reached for an extra trip assignment. The obligation of the company to offer any extra work to a Driver/Monitor shall be satisfied by two telephone calls (during the summer only.)

SECTION 12. Tournament trips that occur on a weekend will be assigned to one driver. This type of trip will constitute one (1) trip for rotation basis.

SECTION 13. All routes may be changed or modified as necessary to meet customers' transportation needs.

SECTION 14. In the event of emergency work (extra work received within twenty-four (24) hours or less from departure time) the company will attempt to assign work in rotation order (by seniority) from the work boards. Trips received less than eight (8) hours of departure time will be assigned to the next available Driver/Monitor to perform work. Driver/Monitors working will be charged a rotation. A Union steward will be given the availability list and a list of completed handouts for each week on the Monday following the week of the handouts.

SECTION 15. As employees are awarded trips, a date will be put in the box next to their name on the appropriate work board. If an employee declines a trip a **D** will be put by the date. If a trip is canceled a **C** will be put by the date and the employee will not be charged and will be assigned the next trip that he/she is available for. If a person is absent at the time of assigned work he/she will be passed and an **A** will be placed in a box along with the date the work was available and the employee will be charged as if the assignment was awarded. A copy of the work board/sheets with the notations shall be given to the Union steward.

SECTION 16. Management will attempt to assign all Charters, except those that are Emergency Charters, in compliance to the Extra Work Boards in a rotation (by seniority) order. A Driver who is missed or passed inadvertently will be assigned the next Charter/Field Trip that he/she is available to work and be paid the greater of the hours of the two Charters where adjustment to hours is required.

SECTION 17. The Company shall retain charter assignment records for a period of sixty (60) days and will make the records available to the Union upon a reasonable request. The charter assignment list will remain posted until the next posting.

SECTION 18. Drivers and monitors, who want to work during breaks—which include but are not limited to Spring Break, summer Break and Holiday breaks, shall sign up prior to working the respective break. All break work will be posted and awarded to the most senior qualified employee who submits a bid. In the event an insufficient number of drivers and monitors are obtained by bid, work may be assigned to qualified employees in inverse seniority order.

SECTION 19. Ongoing additional work assignments, (non-revenue work), that are performed by bargaining unit employees, will be posted for two (2) working days and then awarded to the senior qualified bidder with consideration of total hours and availability. An employee who has bid and won ongoing non revenue work can not bid on trips if that trip conflicts with the non revenue work; however, the Company retains the right to assign

conflicting trips in the event that no other employees have bid the trip and/or are available to perform the trip..

SECTION 20. Switching Routes. Drivers/Monitors removed from their regular route to cover a vacated route will receive an extra one hour of pay. Drivers/Monitors may refuse to switch off of their regular route without disciplinary action possible against them.

SECTION 21. Show Up Time In Case of Route Time Change. If the time stated on the bid form is changed prior to a charter or extracurricular trip, then:

A. If the Company is notified at least twelve (12) hours prior to the time of the bid and management does not notify the driver/monitor of the change, the bid form will be honored

B. If the Company is notified less than twelve (12) hours prior to the time on the bid sheet and the employee is not notified:

(1) And the difference is less than one (1) hour, the trip time will be honored

(2) And the difference is greater than one (1) hour, the difference between the bid sheet time and the trip time, minus one (1) hour, will be paid.

If the Company notifies the employee of the change, then the revised time will be honored.

SECTION 22. Should a route be canceled during the Regular school year, the Driver/Monitor of the cancelled route will be allowed to bump the least senior Driver/Monitor with a route. This is a voluntary option for the senior employee. Reminder, Article 13, Section 6 will apply to such a bump and require the senior employee to remain on the new route for a minimum of forty-five days worked.

ARTICLE 14 WAGES

SECTION 1. The wages, as outlined in Section 2 below, will be effective the first day of school for the first year of this agreement, then the new rates will become effective with the first day of school for each subsequent year of this agreement.

Wage Progression-Drivers and Monitors will advance from their current wage rate to a higher rate based upon satisfying school years. Any driver who is employed prior to the completion of the previous school year and who returns to the Company at the beginning of the next school year, without a break in service, will be advanced to the next wage classification (step). Summer school will not be considered part of the current school year for progression purposes. Approved medical leaves, military leaves, or other leaves as provided for in this Agreement and approved by the Company will not be considered a break in service.

SECTION 2. Wages for All Employees

Home To School Route (Rate A): See Appendix A.

Non Revenue Rate

\$15.00

Extracurricular Trip Pay

\$15.00

Charter Trip Pay

\$15.00

SECTION 3. Employees hired with verifiable past continuous driving experience will be paid at a rate commensurate with such experience. This section will apply for pay purposes only and additional or improved seniority will not be awarded.

SECTION 4. ATTENDANCE BONUS:

Drivers and monitors are eligible for the Attendance/Safety Bonus program.

- The bonus is split into two (2) periods (First day of school - Last day of November/First day of December - Last day of school).
- The bonus is paid out on the next regular payroll following the bonus period.
- The bonus is calculated at \$1/day for consecutive days worked during the period (\$.50 for AM and \$.50 for the PM). The bonus shall also be applied to the summer Peoria and/or Camelot run.
- Employees may miss (5 runs including mid-days) without loss of accumulated bonus.
- Drivers/monitors who miss more than five (5) runs during a period will lose their accumulated bonus for the remaining period.
- Excused absences under this program will include Bereavement, Jury Duty, approved FMLA, and certain Military Leaves (excused absences will need prior approval from your Manager).
- An employee on a year round route shall be permitted up to two (2) unpaid weeks off without penalty where prior approval is given by the Company.

SECTION 5. SAFETY BONUS

Safety Bonus – Employees will be eligible for a bonus as follows:

\$50.00 Driver

\$25.00 Monitor

If not involved in a preventable accident or workplace injury, payable on the last paycheck after the end of the school year. To be eligible for this bonus, an employee must be hired no later than January 1 of the school year.

SECTION 6 CONFLICTING CHARTER:

Drivers who bid off their home-to-school assignment (AM/PM only) for a conflicting trip, will receive the greater of the extracurricular/charter wage or their drivers wage for two hour guarantee period. This provision applies only to conflicting trips where the driver cannot drive their home-to-school. This provision is intended to prevent a driver from taking a lower wage than they were initially scheduled.

Example: Driver making \$14.02 awarded PM Charter conflicting with home-to-school route. Driver gets \$14.02 for first two hours of Charter, then \$11.00 for the remainder of the Charter.

Example: Driver making \$10.50 awarded PM Charter conflicting with home-to-school route. Driver gets \$11.00 each hour of the Charter.

SECTION 7. EMERGENCY RESPONSE TEAM

From time to time, due to emergency conditions such as employee shortage, the Company will have need of Drivers and/or Monitors that could perform their function in other locations. The Company shall determine the amount of employees needed and the duration of the assignment. The Company may alter the amount of employees and duration, as necessary. These assignments will be designated ERT work.

A sign up sheet of interest, one for day trips and one for overnight trips, shall be established and bidding by those on the lists shall be by seniority. Such position shall be posted with full qualifications and subject to the terms of bidding procedures within this contract. Vacated routes as a result of successfully bidding the opportunity shall be subject to the terms and conditions within the contract.

Location specific policy and procedures: All successful employees awarded an assignment away from their own location shall remain members of the home location with full seniority. It is the employee's responsibility to fully understand the local policies and procedures of the newly assigned location and abide by those policies and procedures inclusive of discipline, to the extent that such discipline does not contradict the current bargaining agreement in place.

Out of town assignments: All employees on such assignment will be compensated "Gate to Gate" on travel days. Travel time to the assignment and all driving related assignments will be compensated at the employee's current "A Rate" and shall not be considered as "worked time" (unless the individual is actually operating a company asset) for overtime purposes. In the event that an employee is offered transportation to the assignment and that employee chooses to travel in another manner (i.e. personal vehicle) there will be no compensation for hours or mileage.

In no case will an ERT employee receive less than four (4) hours of driving pay per day (Monday through Friday).

For each day that the ERT employee performs this work and is away from their home location for more than four (4) hours, they will receive a meal allowance of \$30. For any overnight away work, they will receive company provided and paid hotel.

Benefits: All benefits (holiday pay, seniority recognition, attendance bonus etc.) shall remain in place for ERT drivers and will continue to be compensated as if the ERT employee had not left the home location. In the event an employee works on a holiday that is a contractual holiday at the employee's home location, the employee will get paid their home location holiday pay (at four (4) hour ERT or local bid package) plus their assignment package.

ARTICLE 15 HOLIDAYS

SECTION 1. Employees shall be eligible for holiday pay, provided such employees shall have actually worked without absence or tardiness (sign-in time), their complete regular work assignment on the last scheduled workday prior to and the first scheduled workday after each holiday designated by this Agreement, except those employees who have verifiable medical reasons for missing the day prior and/or after. No driver on layoff, or leave of absence shall receive holiday pay. The dates of such holidays must be in conjunction with a non attendance day of the revenue contract. Holidays for the unit are: Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving, President's Day, Martin Luther King Day and Super Bowl Sunday. Employees with any scheduled summer package: Fourth of July.

SECTION 2. Regular full-time (40 hour a week, twelve month) employees shall accrue vacation as current company policy.

ARTICLE 16 FUNERAL LEAVE

SECTION 1. The Company recognizes the necessity for an employee to attend to family matters in the event of the death of an immediate family member. It is agreed to allow employees up to three (3) consecutive paid days off for bereavement. Upon presentation and documentation of the loss and relationship, the employee shall be paid their regular rate of pay and at the package hours currently assigned

Immediate family is defined to include: parents, siblings, spouse, children, grandchildren, grandparent; mother-in-law, father-in-law, sisters-in-law, brothers-in-law, daughters-in-law, son-in-law, stepparents or stepchildren (all family members with the status of "in law" must be current).

ARTICLE 17 LEAVE OF ABSENCE

SECTION 1. Leave of absence for personal reasons of up to fourteen (14) days during any school year may be granted at the discretion of the Company upon receipt of written request from the employee stating the reason for and the duration of the leave requested. The request for leave will be granted for one (1) week only initially but an additional one (1) week may be granted after review of the reason for such leave. No reasonable request will be denied if applied for properly and in advance.

SECTION 2. Leave of absence of up to ninety (90) days may be granted at the discretion of the Company for emergency or medical reasons upon receipt of written request from the employee. The Company may require initial and periodic medical statements to substantiate the need for such leave.

SECTION 3. Employees returning from leave of absence will be returned to his/her prior position provided the employee returns to their regular work assignment not later than thirty (30) days from the commencement of such leave.

SECTION 4. Not more than two (2) employees from the bargaining unit may be designated by the Union to attend Union sponsored conventions and/or training seminars. Such leave shall be granted without pay, no loss of seniority, and shall not exceed ten (10) workdays per school year. The Union shall notify the Company, in writing, at least fifteen (15) calendar days in advance of the employee's name and dates for the leave.

ARTICLE 18 FAMILY AND MEDICAL LEAVE ACT

Employees who have worked for the employer for a minimum of seven hundred (700) hours within any twelve (12) month period are eligible for unpaid leave of the type set forth in the Family and Medical Leave Act of 1993 and any relating state law that applies. Eligible employees are entitled to at least twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child in foster care;
2. To care for a spouse, child or parent of the employee due to serious health condition;
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain any health insurance coverage during the period of the leave.

The employee is required to provide the Employer with at least thirty (30) days advance

notice before leave under this Article begins, if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second opinion, at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding.

As a condition of returning to work, an employee who has taken leave due to his/her serious health condition must be medically qualified to perform the functions of his/her job. An employee returning from approved and documented FMLA leave shall provide the Company with 24 hours' notice (i.e., 1 business day) of his/her full medical release to return to duty. Upon such notice and if the employee is fully licensed and certified to drive, the employee shall be returned to work in paid status pursuant to the applicable terms of this Agreement.

In cases where employees fail to return to work, the applicable provisions of this Agreement will apply.

It is specifically understood that an employee will not be required to repay any of the employer contributions for his/her health insurance during leave but shall be responsible for his/her employee contributions during this absence. No employee will be disciplined for requesting or taking the leave under this Article. Disputes arising under this provision shall be subject to the grievance procedure. The provisions of this Section shall not supersede any state or local law which provides for greater employee rights.

ARTICLE 19 JURY DUTY

SECTION 1. Every employee has a civic responsibility to serve as a juror when called. It is the policy of the Company that time off while serving on jury duty will enjoy excused absences.

- The employee shall notify the Location Manager immediately after receiving the summons to appear for jury duty.
- The employee must report to work if released by the court while a reasonable amount of time remains in the scheduled workday. The Company will continue to provide applicable health insurance benefits for the full term of the jury duty provided the employee continues to pay any applicable premiums. Applicable benefits such as holidays will continue to accrue during jury duty.

ARTICLE 20 HEALTH AND WELFARE

SECTION 1. The Company agrees to extend to all bargaining unit employees a health insurance plan, which will be administered by payroll deduction and be paid for fully by

the employee. The Company agrees to deduct the cost of such insurance coverage from all enrolled employees' paychecks, upon receipt of individual authorization forms to make such deductions.

SECTION 2. In all cases, the Company reserves the right to change insurance carriers and/or administrators to self-insure or self-fund such benefits provided the benefits remain substantially the same. The full coverage of any claim is subject to the specific terms and conditions of the insurance contract between the carrier and the Company.

SECTION 3. Each employee covered by this Agreement who has a regularly assigned home-to-school driving, stand-by, mechanic or monitors position, and such employee works a minimum of twenty (20) hours work each week will receive from the Company Life Insurance amounting to five-thousand (\$5,000) dollars. Additionally employees who meet the above standards will also have the same coverage under Accidental Death and Dismemberment. Employees on approved leave of absence from the Company will continue to receive these coverage's for the period of leave not to exceed twelve (12) weeks.

SECTION 4: In September 2020, the company and union will create an Employee Welfare Committee. The Committee will be comprised of two (2) drivers, one (1) monitor, one (1) member of management. The Company will provide \$30 per employee, including employees newly hired during the school year. When the unit is in the top 10% of the Company's Monthly Location Scorecard, the fund will have \$10.00 per employee added. This will be a one-time increase for a maximum of \$40.00 per employee in the 2020-21 school year. The fund will be for the purchase of items such as, but not limited to, parties, location improvements, flowers for birthday and deaths, etc. The Committee will determine how the funds are spent and the Company will purchase the items as determined by the Committee.

ARTICLE 21 DISCHARGE AND DISCIPLINE: SEVERANCE OF EMPLOYMENT

SECTION 1. The Company may promulgate reasonable work rules/regulations provided that such rules/regulations are made available and posted within the location. Such regulations/rules shall not conflict with any provision of this Agreement. This collective bargaining agreement and the Employee Handbook shall contain the regulations the Company expects all employees to abide by. Revisions by the Company to the Employee Handbook will be provided to the employee's and a copy of any such revisions will be sent to the appropriate Union Representative prior to rule implementation. Where this Agreement and the Employee Handbook differ in practice, policy or benefit, this Agreement will prevail.

Employees shall recognize and obey all applicable Local, State and Federal laws as well as rules and regulations of the Company and School District(s). Violations of such laws, policies, rules or regulations shall be grounds for discipline, including, but not limited to, discharge.

No regular employee shall be discharged or disciplined without just cause. The Company will give a written notice to the Union of any action taken by the Company as to discharge or other disciplinary action(s) within two (2) working days.

In the event an employee believes a policy, rule or regulation established by the Company is in violation of this Agreement, the employee must first abide by such policy, rule, or regulation, and then may initiate a question or grievance according to the grievance procedure set forth in the Grievance Procedure article.

At such time as an employee is disciplined under this article, the employee will be advised of the discipline. The Company shall furnish the affected employee and Steward with written notice of the action.

SECTION 2. Should there be any dispute between the Company and the Union concerning the existence of just cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of the grievance procedure provided in this agreement.

SECTION 3. Progressive discipline will be used where the conduct of an employee is not severe, or any Company violation by an employee is not a subject of immediate suspension or discharge.

Disciplinary action will be taken within no more than five (5) working days of said action, or when the Company knew or should have known of the action, in order to be timely, unless the Company is conducting an active, ongoing investigation.

Upon any instance of misconduct, the Company will use the following procedures:

- A) First Offense: Verbal warning.
- B) Second Offense: A written warning will be issued.
- C) Third Offense: A second written and final warning will be issued with a possible suspension of up to three (3) working days.
- D) Fourth Offense: Additional discipline may be applied up to and including termination.

SECTION 4. After a written reprimand has been on file for twelve (12) months without any intervening disciplinary action, it will be removed from the employee's employment record. If there is intervening disciplinary action, the twelve (12) months shall start over from the date of the latest discipline. The maximum period for Safety related disciplinary actions will be twenty-four (24) months.

SECTION 5. If the Company is required to remove an employee for just cause from a route at the School District's request, or the Galesburg revenue contract designates such employee removal, the Company shall comply with the request in all cases. Any such removal shall not be subject to the dispute or processed within the Arbitration Procedures outlined in the Grievance Procedure article below. Prior to any such action being taken, the Company agrees to discuss the matter with the School District in an attempt to resolve the matter and the Company will provide the Union, as well as the employee(s) involved, copies of any or all statements, complaints and directives requiring the removal.

SECTION 6. The Company shall keep one official personnel file for each employee. Employees shall have the right to review their personnel file consistent with State or Federal law, and copy such at the employee's personal expense, payable to the Company.

ARTICLE 22 CLAIM/GRIEVANCE PROCEDURE

SECTION 1. Definitions

- A. A claim ("Claim") is an informal complaint or concern that may or may not develop into a Grievance. A claimant ("Claimant") is a Bargaining Unit Employee who makes a Claim.
- B. A grievance is a complaint or dispute between the employee and the Company regarding the meaning, interpretation or application of the policies of the Company or the contract between the Company and the Union, or with regard to their application and execution of work responsibilities. A grievant ("Grievant") is a Bargaining Unit Employee or the Union who presents a Grievance.

SECTION 2. Purpose

The purpose of the Claim/Grievance procedure is to implement the process outlined in this Article so that every attempt is made to resolve Claims/Grievances equitably, promptly and at the lowest possible Claim/Grievance step.

SECTION 3. Procedure

Step 1- CLAIM

When an employee has a disagreement or potential grievance they shall, with or without the Steward, or another bargaining unit member if a Steward is not available, present the issue verbally to the Location Manager within five (5) work days from the date the employee knew or reasonably should have known of the occurrence or situation. The parties will meet and discuss the claim and if no resolution is reached within five (5) working days of the discussion, the claim may become a grievance at Step 2.

GRIEVANCE

Step 2 – Location Manager

In the event the claim is not resolved at Step 1, it shall be reduced to writing and presented to the Location Manager or their designee within five (5) working days of the claim discussion in Step 1. The parties will meet and discuss the grievance within five (5) workdays after the grievance was presented; the Steward will be present. Within five (5) working days, of the meeting, the Location Manager shall give a written response.

Step 3- Area General Manager

In the event the grievance is not resolved at Step 2, it shall be reduced to writing and presented to the Area General Manager or their designee within five (5) working days of the written response or the date the response should have been received at Step 2. Within twenty (20) working days after the grievance has been presented, the Area General Manager shall meet with the grievant, the Union Representative and Steward to discuss the grievance. Within five (5) days of the meeting, the Area General Manager shall render a written response to the Union Representative.

Step 4 - Arbitration

If the grievance remains unresolved after Step 2, either party may request arbitration within thirty (30) days of the written Company response or the date the response should have been received. The Company and the Union shall try and agree to an Arbitrator, if they cannot agree then the requesting party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties shall then alternately strike names from the list until one name remains. The panel in its entirety may be rejected by either party one time.

Any expenses connected with the arbitration shall be borne by the losing party, except each party shall bear the cost of presenting its own case. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to negotiate new agreements nor change the provisions of this agreement.

A grievance in the interest of a group of employees in the bargaining, (class action), unit shall be reduced to writing by the Union and shall enter the grievance procedure at Step 3 and proceed in the time limits set forth therein.

A Claim or Grievance may be withdrawn at any level without establishing a precedent.

SECTION 4 TIME LIMITS All time limits stated in this Article for processing a grievance shall be mandatory and the failure to follow any time limits shall result in the grievance being null void and waived. However, time limits may be extended by mutual agreement between the Company and Union provided the extension requests are in writing and approved prior to the normal time limits expiring. Where the Company does not respond to a timely grievance, the grievance shall be deemed as granted.

**ARTICLE 23
SUBCONTRACTING**

The Company shall maintain its right to subcontract work that is performed by the bargaining unit employees, but will advise the Union of such contracting.

The Company agrees that the intent is not to regularly subcontract out work currently performed at the Galesburg, IL location during the life of this Agreement, except in emergency situations. The Company does fully reserve the right to subcontract work if it is a requirement of fulfilling its obligation to the School District(s).

**ARTICLE 24
SUCCESSOR**

The parties agree that in the event that the ownership or management is changed by sale, merger or in any other manner, the existence of this Agreement shall be announced to the successor Company.

The Company agrees to give the Union written notice of such change and the identity of the new owner as soon as they become aware that a change in ownership is to occur.

**ARTICLE 25
SAVINGS CLAUSE**

SECTION 1. Any part of this Agreement which conflicts with applicable City, State or Federal laws or regulations, shall be considered invalid. Such invalidity shall not affect other provisions. Nothing contained in this Agreement is intended to violate any City, State or Federal laws, rules or regulations made pursuant thereto.

**ARTICLE 26
MISCELLANEOUS PROVISIONS**

SECTION 1. PHYSICAL EXAMS In the event that any physical examination of any kind is required to obtain a school bus driving certificate and/or in the event that any physical exam is required by the State as a condition of continued employment, the Company shall bear the cost of same and shall schedule same to occur on a regular working day or during summer layoff by mutual agreement. The physical shall be performed by a physician designated by the Company.

SECTION 2. CDL LICENSE The Company shall continue to pay for CDL license and renewals for employees that are required to have a CDL license.

SECTION 3. DRUG AND ALCOHOL TEST The Company shall comply with state laws requiring the random testing of holding a CDL license. The Company will pay two (2) hours at the non-revenue rate.

SECTION 4. 401(K) Eligible employees covered by this Agreement will be permitted to participate, subject to the plan's terms and conditions, in the Company's 401K program.

Beginning with the 2017/18 SY, the Company agrees to match the first contribution up to \$250, annual contribution.

SECTION 5. Paychecks will be issued bi-weekly (on Friday) for the prior two (2) weeks work. If a payday falls on a day that work is not scheduled, checks will be issues the previous day, if available.

Paychecks will be distributed in a sealed envelope. When the Location Manager agrees that the Company has made an error on an employee's check in excess of fifty (\$50) dollars, a substitute check will be issued as soon as possible, but no later than within three business days.

SECTION 6. The Company shall notify an employee of any known emergency as soon as practical.

ARTICLE 27 TEMPORARY ASSIGNMENT

The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay, the employee must be qualified and be directed to perform duties of the other classification and will be held accountable for the responsibilities of the new classification. The mere absence of an employee does not automatically entitle another employee to temporary assignment pay.

An employee temporarily assigned to the duties of another classification will be entitled to the higher of either (1) Their current pay rate, or (2) The temporary classification pay rate. The employee will not be entitled to any other benefits which the other position classification may hold.

Upon an employee's return to their certified classification, he/she shall be given the same permanent assignment held prior to accepting the temporary position. No employee shall be required to work in a temporary position in excess of six (6) months per calendar year. For a period in excess of six (6) months, the employer shall advise the Union as to the rationale for such extension. This information shall be provided at the time the Employer determines to extend the temporary assignment. The Employer agrees not to rotate temporary assignments for the purpose of avoiding temporary assignment pay.

ARTICLE 28 NO STRIKE/NO LOCKOUT

SECTION 1. It is agreed that during the term of this Agreement neither the Union nor its officers or members shall instigate, call, sanction, condone, or participate in any strike (sympathy or otherwise), sit-down, stay-in, walkout, slow-down, stoppage, or any curtailment of work, and provided further that there shall be no lockout of employees by the Company.

SECTION 2. In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately take action and use every means at its disposal to prevent the conduct and continuance of such action.

SECTION 3. Any employee or employees found guilty participating in such actions shall be subject to immediate discharge.

ARTICLE 29 NEW TECHNOLOGIES

SECTION 1. The Employer shall provide the Union with thirty (30) 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 further enhancing safety, operational efficiency, and 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 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 any Union employee’s activity, which has been identified via technology, is appropriate or not.

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.

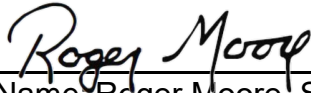
SECTION 5. The parties agree that they will meet to discuss changes to the system when those changes have an impact on the bargaining unit and are required by law.

**ARTICLE 30
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

FIRST STUDENT, INC.

SEIU LOCAL 73



Name: Roger Moore, SVP
Date: 09/20/2021

Name: Dian Palmer
Date: 6/30/2021

Name:
Date:

Name:
Date:

Name:
Date:

Name:
Date:

APPENDIX A – WAGES

	2021-22	2022-23	2023-24
New Hire	17.50	17.75	18.00
Step 1	17.79	18.24	18.69
Step 2	17.96	18.41	18.87
Step 3	18.12	18.58	19.04
Step 4	18.51	18.97	19.44

	2021-22	2022-23	2023-24
New Hire	13.00	13.75	14.50
Step 1	13.25	14.25	15.00
Step 2	13.50	14.50	15.25
Step 3	14.00	15.00	15.75

The Company reserves the right to increase the starting wage rate as the market dictates, but not to exceed the wage rate of any existing driver.

New hires (Drivers/Monitors) must complete one full school year before entering directly to Step 2