

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



FIRST STUDENT, INC.

(Chattanooga, TN)

AND



Teamsters, Chauffeurs, Warehousemen, Helpers,
Misc. and Public Employees
LOCAL UNION
NO. 327

Effective Dates:

Upon July 1, 2022 through August 31, 2025

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ARTICLE 1 - AGREEMENT

This Agreement is made and entered into this 1st Day of July 2022, between FIRST STUDENT, INC., hereinafter referred to as the "Company" or "Employer") and TEAMSTERS, LOCAL UNION 327, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

This Agreement is supplemental to the Teamsters – First Student National Master Agreement. In accordance with Article 2, Section 4 of the National Master Agreement, the operations covered by this supplement are part of the single national bargaining unit covered by the National Master Agreement. Additionally, in accordance with Article 2, Section 1 of the National Master Agreement, any lesser conditions contained in this supplement shall be superseded by the conditions contained in the National Master Agreement. However, nothing in the National Master Agreement shall deprive any employee of any superior benefit or term contained in this Supplement.

ARTICLE 2 - INTENT AND PURPOSE

It is the intent and purpose of this Agreement to provide for increased employment security, economic prosperity, a safe, stable and respectful work environment for the bargaining unit employees as well as an environment which permits the Company to remain a viable competitor in the marketplace.

ARTICLE 3 - WITNESS CLAUSE

WHEREAS, this Agreement is entered into for the purposes of providing for mutual understanding between the parties with respect to wages, hours, and working conditions of employees in the Company, and

WHEREAS, the National Labor Relations Board in case number 10-RC-218970, has certified the Union as the sole and exclusive bargaining agent for all full - time and regular part-time drivers and aides/monitors employed by the Employer at its facilities located at 2501 Dodds Avenue, Chattanooga, Tennessee 37407, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421 and 5705 Middle Valley Road, Hixson, Tennessee 37343 ; but excluding all other employees, office clerical employees, professional employees, managers, dispatchers, mechanics, lot technicians, guards and supervisors as defined in the Act. First Student is the successor employer in NLRB case # 10-RC-218970.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained therein, the Company and the Union agree as follows:

ARTICLE 4 - RECOGNITION

The Company agrees to recognize, and hereby does recognize the Union, its agents, representatives

or successors, as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment for all bargaining unit employees as defined in the National Labor Relations Board case number 10-RC-218970 : All full- time and regular part-time drivers and aides/monitors, employed by the Employer at its facilities located at 2501 Dodds Avenue, Chattanooga, Tennessee 37407, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421 and 5705 Middle Valley Road, Hixson, Tennessee 37343 ; but excluding all other employees, office clerical employees, professional employees, managers, dispatchers, mechanics, lot technicians, guards and supervisors as defined in the National Labor Relations Act. First Student is the successor employer in NLRB case # 10-RC-218970.

The Company agrees not to enter into an Agreement or Contract with the employees covered by this Agreement, individually or collectively, unless it is through duly authorized representatives of the Union. Any such agreement shall be null and void.

ARTICLE 5 - UNION SECURITY

The Company agrees to provide each new employee with the appropriate Union application and dues check-off in the new hire packet. Business agents and/or stewards shall be permitted to attend new employee orientations or to meet with all new employees for the sole purpose of informing the new employee of the benefits of the Union and to encourage Union membership; attendance at such meetings by employees is voluntary.

The Company shall provide a list of all new employees to the Steward and the Union. This list will include the employees name, address, date of hire, classification and yard assignment.

The Union shall indemnify and hold harmless the Company against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Company in reliance upon written authorization of the employees or written statements by Union representatives for the purpose of complying with this Article.

ARTICLE 6 - GENDER CLAUSE

Whenever the term “he” or “she” is used throughout this Agreement, it shall be construed and interpreted as pertaining to gender, male or female.

ARTICLE 7 - CHECK-OFF

SECTION 1

The Company agrees to deduct all current dues and/or initiation fees as well as any and all back unpaid dues, re-initiation fees or assessments from the wages of the employees covered by this Agreement provided that the Company has received written assignments signed by each employee authorizing such deduction. The Union shall submit to the Company an itemized statement of

dues, initiation fees and/or other fees owed and to be deducted from the pay of each member listed. The Company agrees to deduct union dues weekly. The Union shall provide the Company notice of any changes in the amount of weekly deductions and shall allow the Company adequate time to make any necessary changes. The Company will remit such deductions to Teamsters Local 327 on a monthly basis. Such remittance will be submitted to the Union within two (2) weeks following completion of the monthly deduction cycle.

The Union shall indemnify and hold harmless the Company against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Company in reliance upon written authorization of the employees or written statements by Union representatives for the purpose of complying with this Article.

SECTION 2

The Company agrees to deduct from the paycheck of all employees covered by this Agreement and who have given written authorization, voluntary contributions to DRIVE.

DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. "Weeks worked" is defined as a work week in which the employee has earned wages. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees Social Security number and the amount deducted from that employee's paycheck.

ARTICLE 8 - UNION REPRESENTATIVE VISITS / STEWARDS

SECTION 1

Authorized agents of the Union shall have access to the Company's premises during work hours for purposes of investigating working conditions, collect dues, and inspect all time cards, log books and other payroll records of the Employer for the purpose of determining whether or not the terms of the Agreement are being adhered to. Authorized agents shall notify the Company's General Manager of their presence upon arriving at the work site. Union Agents will follow all prescribed safety and security regulations while on Company property. There shall be no interruption of work or interference in schedules in carrying out such Union visits.

SECTION 2

The Company recognizes the right of the Union to designate Shop Stewards and Alternates from the Company's seniority list, as the Union deems necessary. The authority of the Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and responsibilities:

1. The investigation and presentation of grievances in accordance with the provisions of the Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:

- a. have been reduced to writing, or
- b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to work, or any other interference with the Company's business.

SECTION 3

The Company agrees Shop Stewards may conduct Union business during normal scheduled working hours, without loss of time or pay, provided it doesn't interfere with or deviate from their assigned routes. The Company recognizes the employee's right to be given requested representation by the Shop Steward or Alternate, at such time as the employee reasonably contemplates disciplinary action. The Company also recognizes the steward's right to be given requested representation by another Steward or Alternate at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the Company meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not be continued until the steward or alternate is present. If an employee does not wish to have a steward in any meeting where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Union upon its request. When a Shop Steward is asked by Supervisor to come in to work early or to stay after they have completed their route for a meeting with them and or an employee concerning grievances, discipline, or investigatory interviews, the Shop Steward shall be compensated for actual time spent and paid at the non-driving rate.

SECTION 4

Shop Stewards and Alternates have no authority to take strike action, or any other interruption of the Company's business, except as authorized in writing by the President of the Local Union. However, the Union acknowledges its obligation to comply with Article 14 of this Agreement and will instruct its stewards to likewise comply with that Article. The Company recognizes these limitations upon the authorized job stewards and their alternates and shall not hold the Union liable for any unauthorized acts.

ARTICLE 9 - BULLETIN BOARDS

The Company agrees to provide suitable space for the Union bulletin board in each location, or place of work. Postings by the Union will be placed on such bulletin boards and are to be confined to official business of the Union, and Union information for the members in the bargaining unit. Any such posting shall not be of a disparaging nature to the Company or its customers.

ARTICLE 10 - MAINTENANCE OF STANDARDS / FUTURE BARGAINING

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this

Agreement, or has been negotiated for adequate replacement.

Each party acknowledges that it has had the full opportunity to bargain over the employees' terms and conditions of employment. Changes to any other terms and conditions of employment not addressed in this Agreement, may be changed by mutual agreement of the Parties.

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors, such as clerical or typographical errors, made by the Company or the Union in applying the terms and conditions of this Agreement. In no event shall it apply to errors, the correction of which may be substantive or where the Union and Company disagree that an error was made. If the Union or the Company are at an impasse, both parties may use the grievance procedure, if need be, as outlined in the Agreement.

ARTICLE 11 - SENIORITY

SECTION 1

Seniority shall be defined as the employee's length of continuous service at the Company. The term "continuous service" as used in this Article shall be so construed that absences from employment due to illness, accident, family deaths, authorized leaves of absence, absences due to other provisions of this Agreement, or layoffs by the Company due to lack of work or other causes shall not be a cause for a break in the meaning of the word "continuous" for purposes of determining seniority, pay rates, and any other provisions of this Agreement.

For all employees hired after the effective date of this agreement the following shall apply:

In the event that two (2) or more employees have the same start date the employee that completes the probationary period first will be the senior employee. If there is still a tie, the date of application will govern. If this does not resolve the tie, seniority order shall be determined by coin toss conducted by the Local Union. If three (3) or more employees have the same application date, seniority order will be determined by lottery (drawing numbers) conducted by the Local Union. The employee drawing the lowest number will be added to the seniority list first, the second lowest number will be added second, etc.

SECTION 2

Newly hired employees shall be considered probationary employees and work under the conditions of this Agreement for a period of forty-five (45) school days from their bargaining unit start date. It is understood that the "bargaining unit start date" is the date of certification by the Company for drivers and the date of hire for monitors. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and will be given full seniority status dated back to their first day worked as a probationary employee under the jurisdiction of this Agreement. During the probationary period, probationary employees shall be subject to termination without prior warning at the sole discretion of the Company and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 3

There shall be a Master Seniority List of drivers, and a Master Seniority List of monitors of the Company operating in Hamilton County covered by this Agreement. The Master Seniority List for

drivers and the Master Seniority List for monitors shall be utilized for the purpose of bidding home-to-school work. There shall also be separate seniority lists of drivers and monitors at each of the Company's operating yard/locations for the purpose of bidding any other work assigned to that yard/location. The Company agrees to furnish the steward and the Union office with up-to-date Master Seniority Lists and seniority lists by location and classification once every two months.

Any employee changing classification shall retain their Company seniority except for bidding purposes in their new classification. The reclassified employee's seniority date for bidding shall be the date of reclassification. Any employee changing classification must be qualified and shall have a ten (10) school day trial period in the new classification during which time either party (Company or employee) may disqualify or cancel the transfer. In the event of a disqualification or cancellation during the trial period, the affected employee shall return to their previous classification without loss of seniority or route.

Transfers and/or reassignments between locations shall be handled in accordance with Article 22 (Job Opportunities and Bidding Procedures Drivers and Monitors) of this Agreement.

SECTION 4

An employee shall lose all seniority rights for the following reasons:

1. If he/she voluntarily leaves the Company's employ;
2. If he/she is discharged for just cause;
3. Unauthorized absence in excess of three consecutive days;
4. Failure to answer recall in compliance with Section 6 of this Article after receipt of a certified letter mailed to the employee's last known address;
5. Layoff exceeding twelve (12) months in duration;
6. Loss of school bus or motor vehicle driving privileges. If the employee challenges such loss and is found not guilty, the employee shall be reinstated with full seniority. (See Article 28, Loss of License)

SECTION 5

In all cases of driver or monitor layoff or recall, the only factors to be considered shall be the length of continuous service with the Company. When it becomes necessary to reduce the working force, except for summer schedules, the employees with the least seniority will be laid off first, and when the working force is again increased, the employees with the most seniority who have been laid off will be recalled first. The Company will notify the Union, Shop Stewards, and affected employee(s) at least seven (7) days in advance of any layoff, unless a bona fide emergency condition precludes such advance notice.

SECTION 6

In the case of recall from a permanent layoff, an employee shall be given at least ten (10) days written notice of recall, by certified mail to the employee's last known address on file with the Company and a copy of the same shall be sent to the Union. Any employee failing to report to work on the date stated in the letter of recall shall lose all seniority rights under this Agreement. It shall be the employee's responsibility to maintain their current address with the Company. An employee shall be continued on the seniority list for a period of twelve (12) months from the date of their last layoff, and shall continue to accumulate seniority for benefits during such periods.

ARTICLE 12 - SENIORITY LIST

Within thirty (30) days after the signing of this Agreement, and at least two months thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union for Union files. The Union copy will show names, addresses, and phone numbers of each employee. Claims for corrections to such seniority list must be made to the Employer and the Union within thirty (30) days after the allegedly inaccurate posting is initially made. After such time the seniority list will be regarded as being correct.

ARTICLE 13 - LEAVES OF ABSENCE

SECTION 1

Any employee desiring a leave of absence from his employment shall secure written permission from the Company. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from the Company. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed by the Company and the Union.

SECTION 2

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided that written notice is given to the Employer by the Union, specifying the length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there will be no disruption of the Employer's operation due to lack of available employees.

SECTION 3

Any employee who is drafted for service or who volunteers for service in the military forces of the United States shall, in conformance with the Uniformed Services Employment and Reemployment Act, be given a leave of absence without loss of seniority and following his honorable discharge, be entitled to the reinstatement rights and seniority rights provided in the applicable federal statutes.

SECTION 4

The Company acknowledges its obligations and will comply with the requirements of the Family and Medical Leave Act (FMLA) and as adjusted by Article 38 of the National Master Agreement to cover employees who have worked for the employer for a minimum of seven hundred (700) hours within any twelve (12) month period.

SECTION 5

The provisions of this Article are not intended to supersede any Local, State, or Federal Law, which provides for greater employee rights. Disputes arising under this Article shall be subject to the grievance procedure.

SECTION 6

Any employee on an approved leave of absence; or a leave as provided for by this Agreement; or a leave as provided for by any Local, State or Federal Law shall have their route protected until the end of the next school year from when the illness or injury occurred as long as there is an expected return to full duty.

ARTICLE 14 - NO STRIKE / NO LOCKOUT

SECTION 1

The Local Union agrees there will be no strike, walkout, sit down, sympathy strike, slowdown or work stoppages of any nature during the term of this Agreement. The Company agrees during the term of this Agreement there will be no lockout.

SECTION 2

It is understood and agreed that any strike, walkout, slowdown, work stoppage not expressly authorized in writing by the President of the Local Union shall be deemed for all practical purposes an unauthorized strike, walkout, slowdown, or work stoppage for which there shall be no liability, financially or otherwise, on the part of the Local Union, its officers or representatives.

SECTION 3

Any employee or employees found guilty of participating in any unauthorized strike, walkout, slowdown or work stoppages shall be subject to immediate discharge. In the event that any of the employees violates the provisions of this Article, the Union shall immediately take action and use every means at its disposal to prevent the conduct and continuance of such action.

ARTICLE 15 - MANAGEMENT RIGHTS

All rights of the Company which have not been specifically abridged or modified by this Agreement are retained by the Company. The Union recognizes the exclusive right and responsibility of the Company to manage its operations and to direct its working forces, including but not limited to:

1. The hiring, direction and supervision of employees.
2. The planning, direction, control, scheduling, modification, and elimination of any or all operations, and specifically including but not limited to the establishment, modification or elimination of routes and schedules and in general the determination of the nature and extent of service to be provided;
3. The determination of the layout, equipment, vehicles, structures and other materials of the business;

4. Reasonable procedures, policies, techniques, methods and means of operating the Company's business;
5. The determination of the number and time of shifts and establishment, abolishment and modification of routes.
6. The right to transfer and lay-off employees and to recall them from lay-off;
7. The determination of the size of the workforce.
8. The right to discipline or discharge employees for just cause;
9. The right to establish, enforce, and modify reasonable rules of conduct, Company rules, policies and procedures with notice to the Union, and;
10. The establishment of reasonable standards of customer service, quality of work and other measures of employee productivity, including improvement, change or elimination of methods, materials, equipment or facilities.

The foregoing statement of Management Rights shall not be deemed to exclude other management rights not specifically stated and not addressed within this Agreement, including those rights provided by law.

ARTICLE 16 - WORK RULES

The Company is permitted to make and enforce any reasonable Company rules, which do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of ten (10) working days and the Local Union shall be furnished a copy of such prior to or at the time of the posting. At the end of the ten (10) working day posting period, the rule shall become effective. However, the Union shall retain its right to grieve the reasonableness or application of any such rule.

ARTICLE 17 - DRUG AND ALCOHOL POLICY

The Union recognizes the right and responsibility of the Company to adopt a reasonable drug/alcohol policy. The Company agrees that any such policy shall comply with the requirements and standards as outlined in the Federal Motor Carrier Safety Regulations or other applicable Federal Law.

ARTICLE 18 - NON-DISCRIMINATION / EMPLOYEE RELATIONS

SECTION 1

The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, or any other terms or conditions of employment because of such individual's race, color, religion, sex, national origin, sexual preference or age; nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, sexual preference or age.

SECTION 2

The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of their membership or non-membership in the Union or because of any lawful activity and/or support of the Union.

SECTION 3

The parties agree in the principle of a fair days work for a fair days pay. Management and bargaining unit employees will treat each other with dignity and respect at all times.

ARTICLE 19 - SUBCONTRACTING / NON-BARGAINING UNIT PERSONNEL

SECTION 1

The Company shall not use any third party, leasing program, or any method to deprive its employees of any work or to diminish bargaining unit work opportunities within the job classifications covered by this Agreement.

The Company will notify the Union regarding any future work available to the bargaining unit.

The parties recognize the Company's obligations and the provisions of the "AGREEMENT FOR THE TRANSPORTATION OF PUPILS" relating to independent contractors between Hamilton County Department of Education and First Student, Inc.

SECTION 2

The Company and Union agree that supervisors and/or non-bargaining unit employees will not be used to perform bargaining unit work covered under this Agreement except in cases of emergencies. For purposes of this provision, "emergency" is defined as any situation or circumstance in which an insufficient number of unit employees are available to do the work required in a timely manner. The parties also understand that because of the nature of the business, the use of such personnel may sometimes be required. The Company shall exhaust all possible means to perform the work with bargaining unit employees and will attempt to keep the use of supervisors to a minimum. The Company will not use this Article to circumvent the bargaining unit employees covered under this Agreement.

ARTICLE 20 - GRIEVANCE PROCEDURE

A grievance is hereby jointly defined as any controversy, complaint, misunderstanding or dispute arising as to the meaning, application or observance of any of the provisions of this Agreement. The Company and the Union encourage informal and timely resolution of grievances. If informal discussions fail to result in a satisfactory resolution, the unresolved grievance will be processed in the following manner:

Step 1. The aggrieved employee shall reduce the grievance to writing and present it to the Location Manager within seven (7) working days of the issue giving rise to the grievance. The Location

Manager shall respond to the Union and Grievant in writing within seven (7) working days.

Step 2. If the Grievance is not resolved at Step 1, the Union may, within seven (7) working days of receipt of the Location Manager's decision, submit the Grievance in writing to the Area General Manager or designee at which time a meeting between the Area General Manager (or designee) and the Union will be set by mutual agreement (but no later than 10 working days from the date of the Union's step 2 submission). The meeting may be transacted in person or by teleconference if agreed between the parties. The Area General Manager (or designee) will respond in writing to the Union within ten (10) working days after the meeting.

Step 3. (a). If the Union is dissatisfied with the decision of the Area General Manager or his designee, the Union may submit the grievance to the Piedmont Committee for resolution. The parties agree that there will be at least twenty calendar days provided for preparation prior to hearing the case at the Committee. The decision of the Piedmont Committee shall be final and binding unless either party elects to appeal the decision to arbitration. The party electing to appeal the decision to arbitration shall notify the other within twenty (20) calendar days of receipt of the Piedmont Committee's decision. The party appealing any Committee decision to arbitration shall bear the fees and expenses of the arbitrator.

(b). Upon notice to arbitrate, the Company and the Union shall submit the dispute to an arbitrator which shall be chosen from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The Company and the Union will each alternately strike names from the list provided by the FMCS and the remaining name will be the arbitrator. The Union will exercise first strike for the first arbitration conducted under this Agreement, and the Union and the Company will alternate in exercising first strike in subsequent arbitrations. Either party may reject one panel in its entirety.

(c). The decision of the arbitrator shall be final and binding on both parties and any award made shall be put into effect immediately. The expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them. The power of the arbitrator shall be limited to the interpretation of the Agreement. He shall have no power to add to or subtract from or modify any of provisions this Agreement or further to render a decision for a grievance filed prior to the effective date of this Agreement

The time limits set forth in this Article may be waived or extended by written mutual agreement between the Union and the Company.

Time limits set in this Article shall not include Saturdays, Sundays or holidays.

Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the representatives of the Company and the Union, which does not conflict, with this Agreement.

No grievance shall be presented hereunder which occurred prior to the effective date of this Agreement.

An employee may request a job steward is present at any step of the grievance procedure.

ARTICLE 21 - HOURS OF WORK

A regular workday shall consist of a minimum of two and three quarters (2.75) consecutive hours in the A.M. and two and three quarters (2.75) consecutive hours in the P.M. for a total of five and one half (5.5) hours work per day for all drivers and monitors. Spare drivers and monitors shall be guaranteed no less than six (6) hours work per day. A spare driver's a.m. and p.m. shift shall be no less than three consecutive hours each. The work/pay week shall be Sunday 0001 through Saturday 2359. Employees shall be compensated for all time spent in the service of the Company. There shall be no pyramiding of pay. This paragraph is only applicable for the first year of this contract, 7/1/2022 – 7/31/2023.

Effective 8/1/2023, a regular workday shall consist of a minimum of three (3.00) consecutive hours in the A.M. and three (3.00) consecutive hours in the P.M. for a total of six (6) hours work per day for all drivers and monitors. Spare drivers and monitors shall be guaranteed no less than six and one-half (6.5) hours work per day. A spare driver's a.m. and p.m. shift shall be no less than three and one quarter (3.25) consecutive hours each. The work/pay week shall be Sunday 0001 through Saturday 2359. Employees shall be compensated for all time spent in the service of the Company. There shall be no pyramiding of pay.

For the entire duration of this contract, drivers of special ed buses shall be compensated an additional one (1) hour of pay at their home-to-school rate of pay per their a.m. and p.m. shift, when they are required to run their special ed route without a monitor. Thus, a driver can earn a maximum of two (2) hours of his/her home-to-school rate if he/she runs the a.m. and p.m. without a monitor.

The Company and/or the School District shall establish routes, charters, field trips and time periods and the division of work may be varied from time to time as demand may require. Employees who work in excess of forty (40) hours in any one (1) work/pay week shall be paid at the rate of one and one-half times (1 ½) the applicable hourly rate as required by law.

Payrolls shall be prepared and paid from time records (ie: Compass / swipe tablets / exception sheets) that accurately record work that is performed, including but not limited to an employee's route standard hours, mid-days, field trips, charters, etc. In instances where drivers are unable to use the swipe tablet, zonar in conjunction with a written exception sheet shall be utilized.

Drivers are expected to complete their scheduled routes in the time allotted by the Company. The Company shall designate the allotted route standard hours based on discussions with the affected driver and its analysis of the normal time it should take a driver to:

- a. Check in;
- b. Perform the required circle check;
- c. Make scheduled pick-ups of passengers;

- d. Deliver passengers to and from the school;
- e. Fuel buses as required;
- f. Return to the terminal/park out;
- g. Complete necessary paperwork and child check;
- h. Check out time.

Once standard hours for each route are established and published, the Union shall be provided a copy of each route along with the driver awarded the route. The Union or driver may challenge the initial standard hours for a particular route(s) within ten (10) working days of the published schedule. Any deviations that affect the route standard hours thereafter may be challenged by the driver or the Union at any time. The parties shall attempt to resolve the issue informally through discussion, and any modification of the standard hours for a route will be made effective retroactive to the date the challenge was communicated to the Company. If the parties are unable to resolve the issue to their mutual satisfaction, the issue may be submitted through the grievance procedure.

If there are extenuating circumstances that interfere with a driver's ability to complete the route on time, the driver is expected to notify the dispatch office by radio and explain the circumstances (if the radio is not functioning, the driver should communicate the circumstances to the dispatch office immediately upon arrival at the terminal.) Upon the driver's return to the terminal, the driver shall follow the established time exception procedure. The Company reserves the right to conduct a reasonable investigation of the claimed additional time which investigation shall be conducted in a timely manner.

Employees shall be able to work as much as their seniority, qualifications and the law allows (up to forty-five (45) hours per week without prior approval or any other restrictions contained elsewhere in this Agreement).

Each employee shall be entitled to at least one field trip/charter per week (when available) without regard to the forty-five (45) hour weekly restriction.

Employees shall be paid weekly by direct deposit or itemized check. The Company shall upon written request provide and print weekly summary sheets and itemized pay stubs. The Company shall provide a sign-up sheet for such written request. Employees weekly pay shall be available no later than 2:00 pm on Friday. When the regular payday occurs on a holiday or any day celebrated as such, the Company will make every effort to pay the employees on the regular workday immediately preceding the holiday. No more than one week's pay shall be held back.

Employees reporting to work as scheduled and not put to work, through no fault of their own, and without proper notification, shall be compensated at a minimum of two (2) hours pay at the employee's applicable hourly rate of pay. Proper notification being, employees must be notified by radio or television announcement or by direct personal contact prior to leaving home that they need not report to work.

Employees shall be compensated for attending all group meetings called by the Company at a minimum of one (1) hour, or the length of the meeting, whichever is greater, at the non-driving rate of pay.

The Company shall provide proper and adequate equipment and supplies in order that employees can properly clean the inside of their assigned bus. Employees recognize that the supplies are the property of the Company and are to be used for bus cleaning only.

The Company shall be responsible for keeping the outside of the bus and windows clean and washed.

ARTICLE 22 JOB OPPORTUNITIES AND BIDDING PROCEDURES

SECTION 1

Seniority shall prevail in all cases of bidding home-to-school (HTS) routes within Hamilton County, TN. Seniority shall also prevail in bidding after school programs and work base, etc; (time restraints permitting) in each employee's respective yard / location. Sign-up sheets will be posted for bidding of all programs outside of HTS routes each year. At the beginning of each school year, employees (drivers or monitors) wishing to do so, may retain their regular education HTS route from the previous year if available (this excludes special ed routes which shall be bid at the start of each school year). It is expressly understood by the parties that there is no guarantee that an identical route will be available from year to year. All routes not retained shall be posted for bid by seniority among all employees. Such posting and bidding time shall be as soon as practical but no later than one (1) week prior to the start of the school year. The Company is responsible for notification to all employees of the date and time of posting and bidding schedules. An employee must remain on the route for which he/she initially bids for the first twenty (20) school days. After such time, the employee may bid on any remaining or new open route(s), and if a new route is selected, the employee must remain on the new route for at least forty-five (45) school days before being awarded any other open route unless there are no other bidders meeting the 45 day rule.

Employees shall have a three (3) day period to review postings. Route review and bidding which require the attendance of the Shop Stewards, or their alternates, shall be permitted to be present during the bidding process.

Any employee not present at the scheduled bid time will be allowed to exercise their seniority and select from the remaining open routes and/or jobs at the time they arrive. In the case of an emergency or extraordinary circumstance, with notice given to the Company and Union, an employee may bid a route by proxy through the Union Steward.

Route openings that occur after the bidding process and throughout the year will be posted twice a week as follows; (1) route openings will be posted on Monday and removed at noon on Thursday, and (2) route openings will be posted on Thursday and removed at noon the following Tuesday. The successful bidder's old route shall also be rebid according to the procedures of this paragraph. Thereafter, resulting vacancies shall continue to be bid until all vacancies are filled or no driver bids on the available vacancy. Any remaining vacancies shall be filled by the Company from newly hired drivers/monitors. An employee who is awarded a new route shall be prohibited from being awarded any other open routes for a period of forty-five (45) school days unless there are no other bidders meeting the 45 day rule. The bid posting shall include the date posted, date to be

removed, the approximate number of hours it pays per day, and the start date of the bid.

No senior employee shall be forced into any route assignment they do not wish to perform if a less senior employee is available to perform the assignment.

After the initial selection of bid, if an employee's route is eliminated for any reason, or is permanently modified (increased or decreased in hours), including unjust driver or monitor removal from a school(s) of more than 45 minutes per day from the original bid hours, such employee shall be allowed to select from open routes or may exercise his seniority to select a route currently held by a junior employee provided notice is given to the Company of a desire to bump within five (5) school days after the reduction / increase takes effect. An affected employee may continue to bump until the affected employee takes an open route or there is no junior driver with greater hours than the affected employee. An employee who is awarded a new route as the result of a "bump" shall not be subject to the 45 day rule. The bid posting shall include the date posted, date to be removed, the approximate number of hours it pays per week, and the start date of the bid.

If the Company transfers a route from one-yard location to another, the employee currently occupying that route may at their option follow the transferred route to the new yard location. Employees who exercise their right to follow their work shall have their seniority dove-tailed for bidding purposes at the new yard location.

The Local Union shall be provided with a copy of all bids awarded and transferred.

SECTION 2

The Company may utilize designated bargaining unit drivers (Driver Trainers) to train new employees. This work shall be in addition to the Driver Trainer's bid route(s) or other awarded work. Driver Trainer positions shall be awarded by seniority of those interested and qualified drivers. The Company retains the right to establish Driver Trainer requirements and the number of Driver Trainer positions. Newly awarded Driver Trainer positions shall be on a sixty (60) working day probationary period during which time the Company may evaluate their performance as trainers and they may be removed from the position for failure to meet the job requirements without recourse to the grievance machinery. All other driver trainer discipline shall be subject to the just cause provisions of Art. 23 (Discipline). Should the Company elect to reduce the number of Driver Trainer positions, such reduction shall be done in reverse driver trainer seniority order. Driver Trainer pay shall be as outlined in Addendum A.

SECTION 3

Employees shall have the option to bid (by Master Seniority List) any summer school routes available. The Company will offer such work by starting with the most senior employee and continuing through the seniority list allowing employees to exercise their option until the list is exhausted. In the event an insufficient number of employees bid the available work, the remaining work shall be assigned to the least senior employee(s) by using inverse seniority.

Employees working summers school routes shall also have first opportunity for charter runs (subject to Section 4 below), sub-driver, or any other summer work that may be needed, provided they are qualified for the work. Such work as outlined in this paragraph may be offered by

yard/location as established by the Company's summer school operation.

Employees accepting or assigned a summer school route must first protect the summer school route in lieu of other available work. All summer school routes shall be posted for view and a copy sent to the Local Union.

SECTION 4 – Charter / Field Trip Policy

1. Employee's wishing to be awarded charters and/or field trips must sign the charter/field trip sign-up sheet provided by the Company. Seniority employees may only sign the Charter/field trip sign-up sheet at the beginning of the school year, after Christmas break and for summer charter/field trip work within the time frames posted by the Company.

Newly hired drivers / monitors shall be afforded a seven (7) calendar day time period from the date their probationary period ends to submit a charter/field trip sign-up sheet. Such new drivers / monitors submitting a charter/field trip sign-up sheet will be placed on the charter/field trip list in their seniority position the Thursday following their sign up.

2. All charters/field trips that come into First Student by Monday at 10:00 am for the following week (Monday – Sunday) shall be posted for bid among those drivers on the Charter/field trip List. The charters shall be posted for review until Thursday at 10:00 am at which time the charters/field trips will be awarded. Late charters/field trips (those arriving after Monday at 10:00 am through Thursday at 10:00 am) shall be added daily to the posting and offered at the Thursday bid. Charters/field trips shall be awarded in rotating seniority order to those drivers on the Charter/field trip List (one per driver unless there are more trips than drivers). A driver shall submit a bid sheet. At the completion of the charter/field trip awards, a copy of each charter/field trip and the driver awarded the charter/field trip shall be posted for review. Any charter/field trip not bid by a driver on the charter/field trip list will be posted and offered to all available drivers in seniority order of those drivers signing the posting by Friday at 4:00 pm.
3. A Union designated Steward may be present and witness charter awards each week. If the Company elects to have the Union designated Steward assist and/or handle the awarding of charter/field trips, the Company shall pay the Steward all actual time involved as directed by the Company at the non-driving revenue rate.
4. When it can be accomplished, Route Drivers will be allowed to take Charters/field trips during their regular bid route time (excluding summer school routes), and have a spare driver (or sub if mutually agreed) take their bid route, provided a spare or substitute is available. Drivers must have an updated route description. Home-to-school work shall take priority.
5. Emergency charters/field trips shall be defined as necessary changes to the setup within two (2) hours of the charter/field trip pickup which may include new bookings, changes or unforeseen circumstances that make it impossible to run a bid charter/field trip as planned, including but not limited to last minute equipment failures, awarded drivers calling off

with inadequate notice and similar circumstances.

6. Time constraints permitting, emergency Charter/field trips will be offered over the radio for a 5-minute bidding period allowing the highest senior available and DOT-eligible bidder to be awarded the Charter/field trip. In instances where time constraints prohibit offering the charter over the radio, the Company shall assign the trip; thereafter, the Company shall review the emergency charter/field trip with the Union Steward and provide supporting documentation upon request
7. If a driver wants to drop an awarded charter/field, he must give notice to dispatch no less than twenty-four (24) hours prior to the start of the charter / field trip award.
8. Per diem for charter/field trip, trips to pick up buses and when trainers take new employee candidates to be tested will be \$20.00 after six (6) hours out.
9. Drivers should check daily to see if they have been awarded a charter/field trip.
10. If the Company incorrectly awards (or doesn't award) a Charter/field trip, the employee must notify management of the error as soon as possible but no later than the close of business the following Monday. If verified, the Company will make every attempt to award a charter to the impacted employee during the violated week prior to a grievance being filed.

SECTION 5

The Company may offer “Temporary out of Town Assignments” (TDY). The TDY list will be posted as needed and interested drivers may sign up. Awards will be made by rotating seniority.

Employee’s accepting temporary out of town work shall be compensated and provided benefits (ie: per diem, lodging, etc.) at a rate not less than as provided by this Agreement or at a higher rate if so provided at the temporary work assignment location.

ARTICLE 23 - DISCIPLINE

Section 1: The Company shall not discharge, suspend or discipline any employee without just cause. The Company agrees to adhere to the following recognized process of progressive discipline for non-serious violations before discharge except as outlined in this Article.

- Step 1. Written warning;
- Step 2. Suspension of up to Three (3) days; and
- Step 3. Termination of employment.

Section 2: No progressive discipline need be followed in the case of serious offenses, which include, but are not limited to the following:

1. Being under the influence of or in possession of illegal drugs or alcohol while on duty;
2. Refusing to take a drug/alcohol test consistent with the provisions of DOT regulations;
3. Theft from the Company, or from a co-worker in the workplace or while on duty;
4. Dishonesty;
5. Leaving a bus unattended or unsecured with a child on board;
6. Carrying unauthorized passengers on a company vehicle;
7. Conviction (including a plea of no contest) of any felony offense or of any law involving lewd or immoral conduct with a minor;
8. Violence or threatening violence in the workplace;
9. Recklessness resulting in a serious vehicular accident;
10. Failure to report a vehicle accident or known passenger injury as soon as physically able to do so, regardless of the nature, extent or dollar amount of injury or damage;
11. Any use (including talking, listening, answering, dialing, texting, checking the time, etc.) of a personal cell phone/smart phone, or other personal portable music players or communication devices, including hands-free and wireless devices, headphones or earphones, while operating a Company passenger transport vehicle ("operating " includes driving, while stopped at stop signs or stop lights, any time passengers are on the bus, or while supervising the loading and unloading of students, except in a verifiable emergency situation requiring an immediate outgoing call when the bus is stationary and pulled over in a safe area);
12. Tampering with safety equipment, cameras or technology;
13. Inappropriate contact with or endangerment of a child;
14. Gross insubordination.

This section is not an all-inclusive list and does not preclude the Company from terminating an employee's employment for certain serious terminable offenses as outlined in the Company's policies or Handbook.

Section 3: All warning notices, suspensions, and terminations shall be confirmed in writing to the employee and the Local Union within seven (7) calendar days following the Company's knowledge (or the date the Company should have had knowledge) of the underlying events.

The parties agree that this time period may be extended by mutual agreement. Failure to comply with the provisions of this section shall negate the right to take disciplinary action.

Section 4: Warning notices as herein provided shall be administered and shall have no effect greater than that provided for by Article 11 of the National Master First Student Agreement.

Section 5: All School District and Company Rules and Regulations used by the Company for disciplinary reasons shall be posted in a conspicuous place or on the employee bulletin board and copies of such rules or regulations shall be distributed to the employees no less than five (5) working days prior to their effective date. Where the labor agreement and the Employee handbook differ in any practice policy or benefit, the labor agreement shall prevail.

Section 6: The Company shall advise the employees of their right to union representation whenever the Company meets with the employee about grievances or discipline or to conduct investigatory interviews. Meetings or interviews shall not begin until a steward or designated Union Rep is present unless an employee waives such rights in writing.

ARTICLE 24 - CUSTOMER REMOVAL

If the Company is required to remove a driver or monitor from a route at the School District's request, the Company agrees to discuss the matter with the School District as soon as practical to attempt to adjust or resolve the issue and will seek permission of the client to invite the Union to participate in such discussions. If the School District maintains its position on the removal of the driver or monitor, the Company will meet with the Union to discuss the status of the driver or monitor. The Union will be given a copy of the directive requiring the removal of the driver or monitor where appropriate. If the directive is not in writing, the Company will request the School District provide a written directive setting forth the reason for the removal. The Company will make every effort to place the employee in substantially equivalent work within the bargaining unit serviced by this Local Union or at another of the company's locations for which the driver or monitor is qualified, either of which should be in the geographic area of the Local Union or in another mutually agreeable location. If the School District does not provide a directive requiring removal of an employee in writing, First Student will, in writing, provide the Union and the employee with a description of the directive. The Company shall not initiate or instigate employee removal or customer complaints with the district. The Company shall provide training to the employee in any area of deficiency articulated by the School District in order to assist the employee in correcting any actual or perceived performance problems.

The Union maintains the right to grieve any discipline or violation of Article 11 (Seniority), but, the removal of an employee pursuant to the demand of the revenue customer shall not be subject to the grievance and arbitration procedure.

ARTICLE 25 - GENERAL CONDITIONS

SECTION 1 - BREAK ROOMS/REST ROOMS

The Company shall provide and maintain adequate clean and sanitary restrooms with full facilities at each yard location.

The company shall provide adequate break room facilities at each terminal and maintain the break room facilities in a clean and sanitary condition.

SECTION 2 - YARD/PARKING LOT

The Company shall provide safe and adequate parking facilities for its employees with proper lighting at each of its terminals and park out locations. Such parking lots shall be maintained reasonably free from potholes and reasonable dust control measures shall be implemented at dirt lots.

SECTION 3 - UNIFORMS

Should the company require employees to wear uniforms, vests or any other reasonable attire, such apparel shall be furnished by the Company at no cost to the employee. Such apparel shall also be replaced when needed by the Company at no cost to the employee.

SECTION 4 - UNION INSIGNIA

Employees shall be permitted to wear and display on their apparel Union pins or insignia in compliance with reasonable limitations as imposed by the Company.

SECTION 5 - BONDING

Should the Company or school district require any employee to become bonded, the Company shall pay any premiums involved.

SECTION 6 - PERSONAL IDENTIFICATION

Should the Company or school district require any employee to carry or display any personal identification, such requirements shall be complied with by the employee. The Company shall pay any and all costs incurred obtaining such identification.

ARTICLE 26 - PERSONNEL FILES

Upon a reasonable request by an employee, authorization will be granted for the employee at a time convenient to the employee and to the Company, to examine his/her personnel file and if requested by the employee, a Union Steward or Union Rep. may be present. Excessive requests (exceeding twice per calendar year) may be denied. After inspection and upon the employee's request, an employee shall be supplied with copies of any documents in his/her file. Upon review of personnel records by the employee, an item not comprehensible to the employee will be explained. After such review, a written acknowledgement by the employee of such review will be placed in the personnel file.

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

The Company will not release any information in an employee's personnel file to outside sources other than date of employment unless legally required to do so or if authorized in writing by the employee.

ARTICLE 27 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

The Company shall not require employees to take out on the streets or highways any vehicle that is not in a safe operation condition or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment, which is refused because not mechanically sound or properly equipped cannot be used by other drivers until the Maintenance Department, has adjusted the complaint or certified that the equipment is safe for operation. The decision of the Location Manager shall be final as to whether or not a driver is justified in refusing to operate a Company vehicle. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property.

ARTICLE 28 - LOSS OF LICENSE

When an employee has his/her driving privileges or license suspended or revoked for lack of proof of insurance, the employee will be considered to be on an approved leave of absence for a period up to thirty (30) calendar days. An employee failing to remedy the license suspension/revocation during the thirty (30) calendar day period is subject to route loss and/or termination. The employee must provide the Company with immediate notice of the suspension or revocation of their license. In any other case wherein an employee has his/her driving privileges or license suspended or revoked, the employee will be put on administrative leave without pay until the company is provided proof that the employee has been found innocent of the charges leading to the suspension or loss of driving privileges. In such cases, the employee's route will be held open for sixty (60) calendar days, after which it will be subject to bid, unless adequate documentation is provided verifying delay's beyond the employee's control. In the latter event, the route shall be held open for a maximum of ninety (90) school days.

ARTICLE 29 - PICKET LINES

Section 1

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent or temporary replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the union party to this Agreement, and including primary picket lines at the Company's place of business, or refuses to go through a picket line due to concerns for his or her safety, or the safety of his/her passengers.

Section 2

The driver must immediately notify the dispatch office of any picket line which is disrupting or may disrupt the driver's job duties. The Union shall also provide reasonable advance notice of any known primary labor dispute. Recognizing the special obligation of the Company and its employees to render service to the public, the Union and the Company agree that the presence of a non-Teamster picket or a non-Teamster picket line on or adjacent to the premises of any customer or potential customer of the Company shall not remove the obligation of the employees to render service in the normal routine of Company operations provided such employees are not required to

cross a picket line.

ARTICLE 30 - PHYSICAL EXAMINATIONS

Physical, mental or other examinations required by a government body or the Company (including drug/alcohol testing) shall be promptly complied with by the employee, provided, however, the Company shall pay for all such examinations performed or required by a Company designated physician. The Company shall also pay the appropriate non-driving hourly rate for all time spent by the employee complying with this article subject to verification, provided such time is not already paid.

ARTICLE 31 – PAYROLL DISCREPANCIES

Any payroll discrepancy of \$30 or more, not due to the fault of the employee and promptly brought to the attention of management, will be corrected within twenty-four (24) hours check or with the consent of the employee, by paycard. Payroll discrepancy of less than \$30 will be corrected in the following week's paycheck.

ARTICLE 32 - WORKERS COMPENSATION CLAIMS

The Company shall provide Worker's Compensation protection for all employees in accordance with Tennessee law. The Company further agrees to cooperate toward the prompt settlement of employees on-the-job injury claims when such claims are due and owing as required by law. No employee will be disciplined or threatened with discipline as a result of filing an on-the-job injury report, notwithstanding dishonesty. Company management shall not visit an injured worker at his/her home, without his/her consent. Upon request of the employee, a copy of the injury report shall be provided to the employee within two work days of the filing of the report.

When an employee is injured on the job, the employee shall be guaranteed the full day's pay for the day of the injury, provided he/she is instructed to cease work as a result of the injury by the Company or his/her physician. An employee returning from a work-related injury shall provide the Company with 48 hours (two business days) notice of his/her medical release to return to work. Upon such notice of a full medical release and if the employee is fully licensed and certified to drive the employee shall be placed in active paid status.

The Company shall provide the Union with a monthly report of all worker's compensation injuries and/or claims by the fifteenth (15th) of the following month.

An employee injured on the job shall have his/her bid route protected as provided for in Article 13, Section 6 of this Agreement.

ARTICLE 33 - MINIMUM GUARANTEES

Regular drivers and monitors (those scheduled for a.m. and p.m. home to school routes) shall be guaranteed a minimum of five and a half (5.5) hours work per work day (2.75 in the a.m. and 2.75 in p.m.). Drivers and monitors with only an a.m. or p.m. home to school route shall receive a guarantee of two and three fourths (2.75) hours work per workday. Spare drivers and monitors shall be guaranteed no less than six (6) hours work per work day (3.00 in the a.m. and 3.00 in the p.m.). There shall be no pyramiding of pay. This paragraph is only applicable for the first year of this contract, 7/1/2022 – 7/31/2023.

Effective 8/1/2023, Regular drivers and monitors (those scheduled for a.m. and p.m. home to school routes) shall be guaranteed a minimum of six (6) hours work per work day (3 in the a.m. and 3 in p.m.). Drivers and monitors with only an a.m. or p.m. home to school route shall receive a guarantee of three (3) hours work per workday. Spare drivers and monitors shall be guaranteed no less than six and one-half (6.5) hours work per work day (3.25 in the a.m. and 3.25 in the p.m.). There shall be no pyramiding of pay.

Activity runs (school to home service performed following end of school day dismissal) shall be paid for all time worked and guaranteed no less than one and a half (1.50) hours paid at the appropriate home to school rate.

Cover / add on runs starting before or running after (or causing an employee to run beyond) an employee's minimum guarantee or agreed to standard hours (whichever is greater) shall be paid a minimum of one hour at the drivers or monitor's appropriate home-to-school rate of pay in addition to their standard hours. When a driver/monitor covers any part of another driver's route during their standard hours, the driver/monitor shall be paid their route guarantee or actual time (whichever is greater) plus the additional drive time from when the additional work is assigned until such work is completed.

All charter/field trip runs shall be actual time worked at the appropriate rate with a minimum of two (2) hours for school field trips and a minimum of two (2) hours for outside charters.

On all over night charter trips, the driver shall be provided with gender appropriate, secure and sanitary lodging and a per diem of thirty-five dollars (\$35.00) for meals. A driver shall be provided a per diem of twenty dollars (\$20.00) for any charter trip over six (6) hours.

No employee shall be required to front any lodging, fuel or repair expense. The Company shall reimburse all employees for telephone calls and/or expenses incurred having direct relation to the operations. If requested by the employee, the Company shall pay the daily per diem for the trip the day of departure (overnight charters only), otherwise, expense reimbursements and per diems shall be paid no later than the next pay period following the submission of receipts.

If an employee is required to drive their personal vehicle to a temporary out of town work assignment the Company shall pay the current IRS mileage rate in addition to the non-driving hourly rate for all time involved. If a driver is requested or required to drive Company equipment to a temporary out of town assignment the Company shall pay the applicable hourly driving rate.

ARTICLE 34 - WAGE RATES

Each school year an employee begins a new year of employment if the employee worked at least twenty (20) school days during the previous regular school year. The applicable wage rates shall be as outlined in ADDENDUM A of this Agreement.

ARTICLE 35 - HOLIDAYS

Drivers and monitors who have successfully completed their probationary period shall receive pay for the following holidays and inclement weather days during the term of this Agreement:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Martin Luther King Day
- 5) Spring Holiday (one day) (effective 2019-20 school year)
- 6) One (1) Inclement Weather Day (effective 2020-21 school year)
- 7) One additional Inclement Weather Day (effective 2021-22 school year)
- 8) Fourth of July (for those employees working summer school)
- 9) Juneteenth (for those employees working summer school)
- 10) One additional Inclement Weather Day (effective 2023-2024)

In order to receive holiday pay, the employee must work their regularly scheduled day before the holiday and their regularly scheduled day after the holiday , unless mutually agreed. Company and the Union can mutually agree to move a holiday.

Holiday pay and inclement weather day pay shall consist of the employee's regular scheduled daily route pay or the daily minimum guarantee (whichever is greater) and any other extra work regularly performed by the employee.

ARTICLE 36 – JURY DUTY

Employees called for jury duty shall receive the difference between their jury duty pay and the amount of earnings they normally would have received if working. This provision shall apply to all days the employee serves or is required to report for jury duty up to three 3 weeks per year. The employee is responsible for presenting documentation of service and sums received as juror pay.

ARTICLE 37 - FUNERAL LEAVE

Employees shall be granted a paid leave of absence for up to three (3) consecutive work days encompassing the date of the funeral services in the case of the death of their immediate family to include spouse, father, mother, father-in-law, mother-in-law, sister, brother, son, daughter,

stepchild, grandchild or grandparent. The Company shall pay the employee their regular scheduled daily pay for the paid funeral leave. Employees shall be allowed one (1) day of paid funeral leave to attend the funeral of a current sister-in-law or brother-in-law.

An additional two (2) days of unpaid leave shall be granted in the event the funeral is two hundred fifty (250) miles or more from home.

The Company retains the right to request adequate documentation of the death and relationship.

ARTICLE 38 - GROUP INSURANCE

Employees are eligible to participate in insurance plan(s) (including medical dental, and vision) offered by the Employer in accordance with the policies of the Employer's program. Changes and/or modifications will be automatically incorporated as they occur, including but not limited to, any change in plan offerings, premiums, costs, and coverages.

Employees electing to enroll in the plan shall have premiums deducted from their paychecks during the weeks of the regular school year. Employees may elect, at their own cost, to participate in coverage.

The parties agree that healthcare insurance is an issue that is significant and constantly changing. In the event that the Federal Government institutes a National Healthcare Program or either party is able to formulate a program that provides benefits that are as good or better than those the employees currently receive, at an equal or lower cost to the employees, either party may initiate a reopener of the provisions of this Agreement concerning healthcare benefits by providing a request to negotiate such provision. Both parties must mutually agree to reopen the healthcare provision and any modifications to this article must be mutually agreed to. Should this article be implemented, all other terms and conditions as provided for in this collective agreement will remain in effect.

Employees shall be allowed to participate in the company's PanaBridge health plan for part-time employees. The employer shall contribute 80% of the monthly premium for a single employee to enroll in the plan, and the employee shall be responsible for the remaining 20% of the monthly premium. The employee shall be responsible for the full cost of adding any family members to the plan. Employees must fill out an enrollment form designating their beneficiary in order to receive this benefit. Such coverage and cost sharing shall begin on August 1, 2023.

The Company shall maintain a life insurance policy for each employee in the amount of \$20,000 at no cost to the employee.

Once a year, under suitable condition, a Human Resource or a Company Representative will come to the Chattanooga location and discuss employees' Life Insurance Policy, Medical, Dental, and Vision Benefits being offered and the Retirement/401K plan.

ARTICLE 39 - RETIREMENT / 401K PLAN

Employees covered under this CBA shall be eligible to participate in the Company 401(k) Plan subject to the terms and conditions of the Plan. The Company shall provide a 3% match (100% on employee contributions of up to 3% of eligible earnings).

Effective 8/1/2024, effective Employees covered under this CBA shall be eligible to participate in the Company 401(k) Plan subject to the terms and conditions of the Plan. The Company shall provide a 3.5% match (100% on employee contributions of up to 3.5% of eligible earnings). In order for the Company to contribute 3.5% match, the employee must minimally contribute 4%.

ARTICLE 40 – TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement and Supplemental Agreements hereto, hereinafter referred to collectively as “Agreement” shall be binding upon the parties hereto, their administrators, executors and assigns. The Company agrees to provide notice of the obligations of this Agreement to any purchaser or assignee and the notice shall be included in the Agreement of sale, transfer or assignment of the business.

It is understood by this Section, that the parties hereto shall not use any leasing device or subterfuge to a third party to evade this Agreement.

ARTICLE 41 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any amendment thereto shall be held invalid, or in conflict with any Federal or State Law, the balance of this Agreement, or amendments thereto, shall be not affected thereby and shall continue in full force and effect.

Should any Article or Section be held invalid, or in conflict with any Federal or State Law, the parties affected shall immediately enter into collective bargaining negotiations after receipt of written notice of the desired amendments by either the Company or the Union for the purpose of arriving at a mutually satisfactory agreement regarding such Article or Section. In the event the parties reach impasse after bargaining in good faith, either party may refer the issue(s) to arbitration in accordance with the grievance and arbitration article of this Agreement.

ARTICLE 42 – PARK OUT YARDS

Park outs are buses that are parked at a location other than the First Student compound. A park out may be either by driver request (subject to management approval) or assigned by management. All drivers with park out buses will be provided with park out guidelines and work rules relating to the park out operation/program.

PARK OUTS DESIGNATED BY THE COMPANY

Parkouts designated by the Company shall be determined at the beginning of the school year and

prior to the bid process. Standard Hours for these routes shall be determined with the park out location being the origin/end of the route. During the school year, a route origin/end may be changed by the Company to meet reasonable operational needs provided a fourteen-day notice is provided to the employee. Should the Company request or require the driver to bring the bus to the First Student Service compound for service, or any other reason, the driver shall be paid their applicable driving rate for all time involved. The Company shall provide reasonable notice to the driver of the request or requirement.

PARK OUTS REQUESTED BY THE EMPLOYEE

Park outs requested by an employee must be approved by management. An employee requesting a park out shall be required to sign the Park Out Agreement and abide by its terms. Violation of the Park Out Agreement shall be considered a basis for revocation of the park out privilege, subject to the grievance procedure. Standard Hours for these routes shall be determined with the driver's requested park out location being the origin/end of the route. Should the Company request or require the driver to bring the bus to the First Student compound for service or any other reason, the driver shall be paid their applicable driving rate for all time involved. The Company shall provide reasonable notice to the driver of the request or requirement.

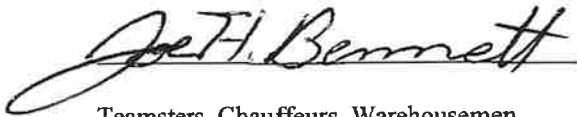
Proper pre/post trips must be performed and such time involved shall be calculated into all park out Standard Hours.

All Spare Driver positions will be run out of the First Student compound.

The Company shall provide the Union with a list of all park out locations and the routes assigned to each location.

ARTICLE 43 - DURATION

This Agreement shall become effective July 1, 2022 and extend until June 30, 2025, and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change, amend, or terminate this Agreement.



Teamsters, Chauffeurs, Warehousemen,
Helpers, Misc. and Public Employees
Local Union No. 327



First Student, Inc.

ADDENDUM A
HOURLY RATES FOR DRIVERS / MONITORS

DRIVERS WAGES

Years of Service 8/1/2022

Starting (first school year)	\$20.60
2nd thru 3rd year	\$20.72
4th thru 5th year	\$20.85
6th thru 7th year	\$20.97
8th +	\$22.66

Years of Service 8/1/2023

Starting (first school year)	\$21.63
2nd thru 3rd year	\$21.76
4th thru 5th year	\$21.89
6th thru 7th year	\$22.02
8th +	\$23.79

Years of Service 8/1/2024

Starting (first school year)	\$22.71
2nd thru 3rd year	\$22.85
4th thru 5th year	\$22.98
6th thru 7th year	\$23.12
8th +	\$24.98

MONITORS WAGES

Years of Service 8/1/2022

Starting (first school year)	\$13.55
2nd thru 3rd year	\$13.90
4th thru 5th year	\$14.40
6 years +	\$14.70

Years of Service 8/1/2023

Starting (first school year)	\$14.23
2nd thru 3rd year	\$14.60
4th thru 5th year	\$15.12
6 years +	\$15.44

Years of Service 8/1/2024

Starting (first school year)	\$14.94
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2nd thru 3rd year	\$15.33
4th thru 5th year	\$15.88
6 years +	\$16.21

Any current Grandfathered Monitor shall receive a \$2.20 increase effective 8/1/22, and they will receive a 5% wage increase each contract year thereafter.

Field Trip (district trips)	<u>8/1/2022</u>	<u>8/1/2023</u>	<u>8/1/2024</u>
Driver:	HTS Rate	HTS Rate	HTS Rate
Monitor:	HTS Rate	HTS Rate	HTS Rate
Charters (private)			
Driver:	HTS Rate	HTS Rate	HTS Rate
Monitor:	HTS rate	HTS rate	HTS rate
	<u>8/1/2022</u>	<u>8/1/2023</u>	<u>8/1/2024</u>
Non-Driving Rate:	\$14.50	\$15.23	\$15.99
Maintenance Shuttle	\$14.28	\$14.57	\$14.86

Driver Trainer: (while training) \$1.50 above the trainers HTS hourly rate.

Explanatory Notes:

On August 1st of each year, the employee will advance to the next step in the wage scale. (For Example, an employee hired during the 2022-23 school year at Step 2 will advance to Step 3 on 8/1/2023 and step 4 on 8/1/2024 and so on.)

Effective 7/1/2022, all eligible employees (drivers and monitors) are qualified for a Safety and Attendance bonus of \$75 per month for up to 10 months per year if the said employee meets the following criteria:

1. Attendance: perfect attendance every working day per month; AND
2. Safety: no preventable accidents and no un-attended children per month

All eligible employees who meet the above-mentioned criteria will receive a check of \$75 per month. The Safety and Attendance bonus resets itself every month. For example, if employee Jane Doe fails to meet the attendance or safety criteria in March, she will not be qualified to receive a March bonus. However, if employee Jane Doe meets the safety and attendance criteria in April, she will be qualified to receive an April bonus.

EXCEPTION: this Safety and Attendance Bonus does not apply to new hires that are “hired” starting on or after 7/1/2022 unless the new hires have successfully completed working for the company for one year (365 days). “Hired” in this paragraph means the first day that the employee is to work for the Company. For example, Jane Doe was offered a position to work for the Company on 7/15/2022. Jane Doe accepted the offer and her first day with the company will start on 8/1/2022 for training. In this example, Employee Jane Doe will not be eligible for the Attendance and Safety bonus until 8/1/2023.

ADDENDUM B ATTENDANCE POLICY

First Student is contractually obligated to provide on-time delivery of students, and transportation for their customers. When an employee is absent or late, there is considerable difficulty in meeting these obligations. The following information will clarify attendance guidelines, to enable employees to make appropriate decisions when unable to report for any scheduled work or shift.

Employee Responsibility:

1. Be at work on time each day;
2. When unavoidably late or absent, the employee must notify the supervisor directly as early as possible prior to start of the scheduled workday;
3. Except for emergencies, notification must be as early as possible BEFORE the scheduled reporting time;
4. Provide the reason for being late or absent, as well as the length of time or number of runs/trips that will be affected, and when the employee can be expected to report to work;

Medical Certification: If required to be absent for more than one day, employee must call the Dispatch every two working days unless the Company has been notified of an expected return-to-work date.

1. Employees may be required to provide a Return-To-Work statement from their doctor, when returning from absences of three or more days;
2. Family Medical Leave should be applied for, if the absence was or will be more than three (3) days, and the employee meets the qualifications for length of service and hours worked;
3. Employees who provide false information regarding an absence are subject to disciplinary action including the possibility of termination of employment.

Definitions:

Occurrence: Any unexcused tardy, unexcused early departure, absence of any part of a scheduled route or no call no show (NCNS).

Tardiness: Checking in later than 5 minutes past your Standard Hours check-in time.

Early Departure: Leaving workplace without permission before completing your scheduled route.

No Call / No Show: Failure to notify the Company within thirty (30) minutes after scheduled start time.

Chargeable Occurrence

1. Absence from regularly scheduled AM route, Midday route (without prior notification) or PM route – one-half (1/2) occurrence each, (not to exceed one-half (1/2) occurrence per day).
2. Tardiness or leave early (5 mins or more without permission) - one-fourth (1/4) of a chargeable occurrence;
3. Absences of two or more consecutive days for the same documented illness– one (1) occurrence;
4. No-Call-No-Show – each route (morning or afternoon) of NCNS is equal to one chargeable occurrence, (not to exceed 2 chargeable occurrences per day).

Non-Chargeable Occurrence:

1. Jury Duty – Documents required
2. Military Duty – Documents required
3. Bereavement (as defined by CBA)
4. Worker’s Compensation
5. Court summons / subpoena/ all court appearances – documents required
6. Family Medical Leave Act absences, to include those not qualified by hours, but have a medical qualifying reason signed off by medical examiner.
7. Approved Leave of Absence
8. For purposes of this Policy only (CBA Attendance Policy), required medical treatment or absence(s) that occur on a recurrent/regularly scheduled basis for serious, chronic health conditions (i.e., monthly, or quarterly doctor’s appointments).
 - a. Employee must have completed probation;
 - b. The employee must provide a doctor’s note (certification issued by their health care provider) identifying the serious, chronic health condition and the required medical treatment schedule;
 - c. The employee must make a reasonable effort to ensure the scheduled treatment does not unduly disrupt the employer’s operation (i.e., the employee should make every effort to schedule the recurrent doctor’s appointments during their off days/time off).
9. In the event that the employee is absent from the monthly safety meeting, said employee must make up the safety meeting by the end of the month that he/she missed in.

ATTENDANCE DISCIPLINARY PROCEDURES

Counseling / Discipline – The following steps will be taken as a result of Chargeable Occurrences accumulation during the School Year.

Third Chargeable Occurrence – Written verbal warning and review of Attendance Policy.

Fifth Chargeable Occurrence – Written Warning and review of Attendance Policy.

Sixth Chargeable Occurrence- Final written Warning.

Seventh Chargeable Occurrence – Termination.

- All disciplinary actions under this policy are subject to the grievance procedure.
- If an employee reaches their Third Chargeable Occurrence, they will be eligible to eliminate some of their chargeable occurrences and improve their Attendance record. When the employee works thirty (30) consecutive school days without an occurrence the Company will remove one (1) occurrence on their Attendance Record per thirty (30) consecutive school days (with a maximum of three (3) chargeable occurrences removed per school year).
- Employees working summer school shall receive one additional occurrence.
- Each school year every employee starts with zero chargeable occurrences.