

K# 9995

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AGREEMENT

Between

FIRST STUDENT, INC.

and

NORWIN SCHOOL BUS DRIVERS ASSOCIATION

NORWIN, PENNSYLVANIA

September 1, 2019

To

August 31, 2023

AGREEMENT

The following is the entire agreement and contract made and entered into between **FIRST STUDENT, INC.**, hereinafter referred to as the "Company"

AND

NORWIN SCHOOL BUS DRIVERS ASSOCIATION, hereinafter referred to as the "Association" The period covered by this Agreement will be from September 1, 2019 up to and including August 31, 2023

All the terms and conditions of this contract are agreed to be essential and substantial and a violation of any of the terms of either the work agreement or the wage agreement sections of this contract may be considered by either party to be a material violation of the contract

RECOGNITION

The Employer recognizes the Association as the sole and exclusive representative as determined by the National Labor Relations Board, Case No 6-RC-10745, of all full time and part time big bus drivers and van drivers employed by the Employer at its North Huntingdon, Pennsylvania facility, excluding all mechanics, office clerical employees, dispatchers and guards, professional employees and supervisors as defined in the Act.

WORK AGREEMENT

1 **Association Security Clause**

a All employees who were members of the Association as of August 31, 1999, and all employees hired to operate a big bus or van after August 31, 1999, who are not members of the Association shall, as a condition of employment, commencing thirty (30) days after employment, and continuing during the term of this Agreement, become and remain members in good standing. It shall also be a condition of employment and continuing during the term of this Agreement that such drivers become and remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired to operate a vehicle on or after its effective date, shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Association

b The Company will notify the Association in writing of all new hires within ten (10) days of such hires

c The Company will check off the monthly dues of each member of the Association and remit said dues to the Financial Secretary of the Association. Members of the Association will be required to sign an appropriate authorization form which will be submitted by the

Association to the Company promptly thereafter, for the purposes of dues check off New members initiation fee shall also be deducted through payroll deductions.

d In the event an employee, due to his own negligence, fails to apply for or maintain his membership in the Association, the Association may give the Company notice of this fact and the employee will be terminated by the Company.

e The Association shall indemnify the Employer and hold it harmless against any and all demands, suits, or other forms of liability of any kind whatsoever which may arise out of or by reason of actions taken or omitted by the Employer for the purpose of complying with Paragraphs (a), (c) and (d) of this Article provided, however, that the Association will not indemnify or be responsible for any negligent or careless acts of the Employer which give rise to any such claim or suit.

2 Seniority

a Qualified employees are those who have passed whatever licensing requirements are required by the Pennsylvania Department of Transportation and First Student (as a condition of employment all current drivers must maintain their existing credentials). A big bus drivers' and a van drivers' seniority list will be kept by the Company. A driver's position on the above-mentioned lists will be determined by the first day the driver drives during the school year for the Company or its predecessor in ownership at the 99 Bilott Avenue, North Huntingdon location. If more than one driver was hired on the same day, such driver's respective seniority ranking shall be determined by draw. A separate seniority list shall be kept by the Company, one for the big bus drivers and one for the van drivers. If more than one (1) van driver is eligible for work on the big bus seniority list on the same day, the van drivers will go to the bottom of the big bus seniority list and will be received in the same respective seniority order as on the van seniority list.

b. Dates when bidding takes place will be designated by the Company within a reasonable time after the end of the school year. Drivers will be notified in writing of the time when he or she will be required to bid. If a driver fails to appear on time or to provide the Company in advance with his or her choice of routes, the bidding process will continue and the next drivers in seniority will choose their routes. If a driver appears later than his or her scheduled time, he or she will be placed in the next bid slot after arrival. The employer will post all routes including the estimated time for such route and the pay for such route. The posting of the routes will be done at least forty-eight (48) hours in advance of the time when bidding on the routes will occur. Bidding on the routes will occur at the office of the Employer at 99 Bilott Avenue, North Huntingdon, Pennsylvania. Each driver will be given at least fifteen (15) minutes time to make his or her bid and as each driver selects a route, the same will be marked on the posted list of routes so the drivers with less seniority will know which routes have already been selected. A Union representative shall be allowed to accompany each driver when the bid occurs. Bidding for the vans will take place on a separate day after the big bus bidding has taken

place Once a bus driver or van driver has chosen his or her route, that route will be the first priority of the driver assignment. No driver is to be released from this primary obligation unless due to illness, family emergency, or other circumstances No change will be made in any assignment without the approval of the School District, however, the School District has agreed to be reasonable in allowing a driver to upgrade his or her employment by choosing a run which pays more money when such a run becomes available during the school year

c. During the term of this Contract, a big bus driver for verified health reasons or in case that driver is forbidden by the School District to drive for the School District, the driver may, at the beginning of the next school year, choose a van route based on date of hire less days off with the Company. If the above happens during the school year, the driver goes to the spare list according to seniority Once a big bus driver has chosen a van route, the driver may not go back to driving a big bus If a big bus driver voluntarily give up a run for verifiable health reasons, or is removed by the School District, and chooses to drive a van, that driver will go to the bottom of the van list

d. A driver cannot be removed from his run by the School District before having a hearing with the Association, the employer, and a representative of the School District unless the School District refuses to meet

e. In the event no driver bids a run, the Company shall have the right to assign a spare driver to that run.

f. Seniority will be accumulated for each day a driver works as a driver or stand-by-driver and, in addition, a driver will be given credit towards seniority for jury duty, bereavement, military leave, and bonus days provided, however, that the military leave is limited to thirty (30) days Beginning with the new contract year, a driver on medical leave will continue to accumulate seniority for up to sixty (60) school days After sixty (60) school days, a driver who does not return to work from medical leave will not accumulate further seniority. A driver's run will be protected for sixty (60) additional school days

g. Any driver who has a bid run is not entitled to a second run until all members of the Association have at least one (1) run - work to be distributed according to seniority.

h. To maintain a driver's position on the spare list, he or she must drive ten (10) days per month if work is available If a driver is offered work ten (10) days in any month, and does not accept the work, he or she is taken off the seniority list Standby drivers get work, whether for regular runs or charters not taken by persons on the charter list. After the standby drivers list is exhausted, spare drivers who have worked ten (10) days or more in the prior month get the choice of runs over a spare driver who did not work at least ten (10) days in the prior month.

1 When the Company posts routes prior to bidding, the Company will tell the drivers of any special needs students before the driver bids if the Company knows of such special needs students

j. Any route vacated permanently from August through March 31 can be posted for bid available to any driver with less seniority than the vacated driver. The route of the driver who bid the vacated route shall then be posted for any driver with less seniority than the vacated driver to bid. Each driver will be permitted one successful bid per school year. (If at any time the School District feels this is causing a problem, they may revoke permission.) Each driver will be permitted one (1) additional successful bid per school year in addition to his/her original bid when a new route becomes available or a route is vacated as long as the driver did not have the opportunity to bid on that work on bid day. If a driver did have the opportunity to bid on the new or vacated route at the time of the original bid, but the route has been modified to result in an increase in pay, the driver may bid on the route.

Drivers with permanent routes may only bid on temporary routes once each school year, unless the temporary route pays more than the bid route

k In the event the School District and/or Company requires drivers to learn their routes before the start of school they shall be paid one-half (1/2) of a run. All directions and run sheets must be turned in within three (3) weeks of start day. Mileage sheets must be turned in the first (1st) week of each month

l. Extra work (9.00-2.00) will be handed out by rotation (extra work board) day by day except that temporary assignments will stay with the same driver.

3 Classification of Employees

a Drivers who consistently drive in the morning and in the afternoon or consistently drive one-half (1/2) day runs are considered to be regular employees, all other drivers are considered to be spare employees whose work assignments will be determined by seniority as work becomes available if the employee is available.

b. Regular big bus drivers and van drivers whose school is not in session will be offered extra work only after all available spare board drivers who are members of the NSBDA have been utilized. All Association employees must be used before any non-Association member can be used to do bargaining unit work. A big bus driver can only be used to drive a van after all van drivers, including spare van drivers, have been used. A van driver can only be used to drive a big bus after all big bus drivers, including spare bus drivers, have been used.

c. Definition of Standby Driver. A driver who bids to stand by waiting to cover routes or inside charters. Hours paid for standby are two and one-half (2.5) hours in the a.m. and two and one-half (2.5) hours in the p.m., unless sent on a route. A standby who is available one

and one-half (1 1/2) hours before being assigned a charter will receive standby rate for the first hour of the charter which will complete his standby. The remaining time spent on the charter will be paid at the charter rate

4 Charters

a The Company will maintain one (1) charter list for big buses and one (1) charter list for vans. Big buses will be considered those vehicles capable of carrying thirty (30) or more passengers. Vans will be considered vehicles with less than thirty (30) passengers. All charters, regardless of the length of time, will be counted as only one (1) charter.

b. On a non-scheduled school day, or on a scheduled school day outside of normal school hours, if a driver reports to work at the terminal and the charter is cancelled, the driver will be compensated a minimum of two (2) hours at the charter rate and the driver has the choice to take the next available unassigned charter.

c On a scheduled school day during regular school hours and a driver reports to the terminal and the charter is cancelled before departure, the driver will be compensated a minimum of two (2) hours at the charter rate and will have the choice to take the next available unassigned emergency or non-emergency charter. If on the day the charter is cancelled and the driver does his/her run, the driver will not get paid for the two (2) hours for the cancelled charter but will have the choice to take the next available unassigned emergency or non-emergency charter.

d If as a result of the cancellation of a charter, a driver misses a portion of his or her run, the driver will be paid two (2) hours at the charter rate or will be made whole for what he/she would have made for the full run.

e In order to be eligible to be on the big bus charter list, a driver must have a permanent big bus run.

f. In order to be eligible for the van charter list, a driver must be a permanent van driver.

g In the event the big inside bus charter list is exhausted, standby/spare van drivers can be used for big bus charters.

h. In the event the inside van charter list is exhausted, standby/spare big bus drivers can be used for van charters.

i Drivers can be on only one charter list. A charter list, by seniority, will be posted by the Company. The employee whose turn it may be for a charter will be given first choice for that day. The next choice will go to the next employee on the seniority roster until all charters are assigned. Charter work is defined as field trips, athletic trips, and extra-curricular trips. All

charters are to be filled by 12:00 noon, two (2) days prior to the charter. It is the employee's responsibility to check and select a charter from the charter list, if appropriate, before and after each run. The dispatcher is not obligated to notify any driver about charter availability if that charter is posted according to the time stated above. The one (1) exception begins anytime school is not in session when the dispatcher will have the responsibility to contact the next person up for a charter. It is the employee's responsibility to fill out his/her own charter slip with all correct information and hand it in to office personnel (name, date, destination). If information is incorrect, it will be null and void.

j. Emergency Charters All emergency charters will be awarded at 2:00 p.m. All drivers interested must turn in a slip. Emergencies will be highlighted on the date board allowing a rotation of emergencies.

Emergency Charters will be defined as any charter that is not defined/covered as a regular charter in 4(I).

k. Mid-Day Charters A driver can come off a bid shuttle to take a mid-day charter. If a driver chooses not to take a mid-day charter, they will receive a "R".

l. Emergency and Alert Charters will be assigned subject to the regular charter board's list in Section 4. a. All charter assignments will be determined by rotation, if a driver chooses not to take an emergency charter, the driver will not be given an "R", if driver elects to take the charter, it will be counted as his/her turn in the rotation.

m. Charters Any Norwin bus driver holding a bus route (not standby), may leave the last third of his/her a.m. route for a day charter which is to return in time for the p.m. route. Any driver as described above may leave the last third of p.m. route to do an evening charter. First Student, Inc. and Branch Manager will guarantee a sub-driver will ride said route no more than five (5) days prior to the trip. (If at any time the school district feels this is causing a problem, they may revoke permission.)

n. Once a charter is picked, that employee must run that charter unless an emergency arises. If it is a driver's turn on the seniority rotation to take a charter, and the driver refuses the charter, he/she will receive an "R". If the driver receives an "R", he/she will be eligible for another charter once it is his/her turn again on the rotation. If the employee has committed to a charter assignment and later chooses not to run the charter, he/she will be skipped over for the next charter rotation and will receive an "S". Once a driver gives up his/her charter and receives an "S", the driver cannot ask for it back.

o. Customers of the Company may not select the driver of a charter.

p. If an emergency comes up and a driver is given a charter out of rotation, he is charged for that charter.

q After all drivers on a charter list have refused a charter, charters can then be offered to stand-by drivers and then to spare drivers who have driven at least ten (10) days in the prior month, then to van drivers on the basis of seniority, and lastly to spare drivers who have not worked at least ten (10) days in the prior month. In the event a charter is refused by every member of the charter list and there is no stand-by drivers or spare drivers available to take that charter, the Company has the right to assign the charter

r If a charter is called into the Company for immediate departure, the Company will make every reasonable attempt to contact a regular driver, however, if time and contract dictate the situation, the Company has the right to assign this charter to the first available driver to fulfill its obligation to the School District.

s. If a charter comes from the same school where driver has taken students, that driver will be allowed to take the elementary run

t If a charter trip is cancelled, or is a short charter, meaning the time of the charter is less than two (2) hours, the driver will be paid a minimum of two (2) hours at the charter rate.

u The driver will be charged for a charter if they file a grievance and win said grievance.

5. Rosters

The Company will maintain the following roster boards displayed in the driver's area

- a. A rotating roster for charters.
- b. A roster for employees for regular runs, mid-day runs and vo-tech runs.
- c. A roster for spare driver's list
- d. A roster for all summer work
- e. A seniority roster of all Norwin employees will be posted in the Norwin terminal

6 Dress Code

In a business such as ours, personal appearance and hygiene play a very important role in portraying to our customers a clean, neat and professional image. You are expected to present yourself during working hours in attire that is appropriate to your position and the nature of the work performed. If you are in doubt, or have questions about the specific personal appearance, you should speak to the Branch Manager

7 Responsibility

- a It is the responsibility of all drivers to run their runs as scheduled.
- b The employee will be responsible for fueling and sweeping all vehicles, except the initial cleaning at the beginning of the school year.
- c All drivers are to keep a check on the charter list
- d Drivers must call off for A.M. work the night before when possible or at least one (1) hour before his or her run in an immediate emergency.
- e For P M work, all drivers must report off work at least two (2) hours in advance, except for emergency
- f It is not the driver's responsibility to find a replacement for his run.
- g Drivers must report to the garage fifteen (15) minutes prior to departure time If a driver fails to report for his starting time or fails to notify the dispatcher of his lateness, the dispatcher may assign that run to a spare driver.
- h It is not the driver's responsibility to handle, carry, or touch any passenger.

8 Un-excused Absence or Lateness

- a The discipline procedure will be followed for employees who report to work late or for un-excused absence. Drivers must use either a whole or half personal day or sick day when reporting off No unexcused days permitted until all personal and sick days have been used.
- b The above applies to drivers who do not have a good excuse and who have failed to notify the office Instances of lateness will be carried on file for a period of twelve (12) months, but do not carry over beyond the twelve (12) month period

9. Accidents

- 1st chargeable accident - driver is warned
- 2nd chargeable accident - one (1) week suspension
- 3rd chargeable accident - driver is terminated.

10 Accident Review Board

- a An accident Committee consisting of an Association driver and a First Student, Inc representative is established under this agreement The purpose of this Review Board is to

investigate all accidents and determine whether such accidents are non-chargeable or chargeable accidents to the driver. If the Association representative and the Company representative disagree about whether the accident is a chargeable accident, the following procedure will be followed

(1) The names of all drivers belonging to the Norwin School Bus Drivers Association will be put in a hat and three (3) names will be drawn in the presence of a Company representative and a Union representative. A hearing will be held with the three (3) persons drawn acting as a jury. The affected driver and a Union representative and a Company representative will present their cases to the three (3) person jury at the hearing. The vote of a majority of the three (3) person jury taken by written secret ballot will be final and binding on all parties.

b Accidents do not carry over from school year to school year. If a driver has two (2) chargeable accidents in one (1) year, the following year he or she will only be permitted two (2) chargeable accidents before suspension and termination sanctions ensue. Under no circumstances would chargeable accidents carry beyond a two (2) year period.

c All accidents must be discussed with the Committee within one (1) week and settled within thirty (30) days.

d If a driver is required to take a drug test, he will be paid at the non-revenue rate. Post accident training shall be paid at the non-revenue rate.

11 Joining the Association

All big bus drivers and van drivers must join the Association on the thirty-first (31) calendar day for that driver.

12 Probationary Period

New employees shall be on probation for ninety (90) calendar days. During this probationary period, the employee shall be considered as being on trial and discipline and discharge shall be at the discretion of the Employer and not subject to the Grievance Procedure provided that the employee must join the Association after thirty (30) calendar days.

13 Grievance Procedure

A grievance shall be defined as a claim by an employee or by the Association that the Employer has violated a specific, written provision of this Agreement or past practice. Only an employee covered by this Agreement or the Union may file a grievance under this Agreement.

The grievance procedure provided herein shall be the sole and exclusive remedy for an alleged grievance under this Agreement and the result achieved through the application of this

procedure shall resolve a grievance for all purposes. The following procedure shall apply in all cases.

Step 1 The grievance shall be reduced to writing within five (5) working days after the grievance became known. The grievance must include the employee's name, the date, and the nature of the grievance and shall be presented to the Branch Manager.

Step 2 If the grievance is not settled within three (3) working days following Step 1, the grievance will be submitted to the District Manager, who in turn shall set a meeting within five (5) days to hear the grievance. He/she shall have three (3) days to give an answer.

Step 3. We will promptly submit the dispute to the American Arbitration Association or the Federal Mediation Service.

a. Any and all costs related to arbitration will be shared equally by the Company and the Association.

b. The Arbitrator's decision will be final and binding upon the parties.

c. Provide for expedited arbitration provided both parties agree the situation warrants.

d. The Arbitrator, in exercising his responsibility, will not add to, amend, or modify the provisions of this Labor Agreement.

The Norwin School Bus Drivers Association and the Company have provided in this Agreement a complete and orderly procedure for the handling and final disposition of all disputes and grievances which may arise during the life of this Agreement. The Association, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is agreed that during the term of this Agreement, there shall be no lockout of employees by the Employer. The Company agrees that no favoritism will be shown to any employees.

14 Working for Competitor

a. Any employee working for a competitive company while employed by the Company (including L O A) will be terminated.

b. Competitive company shall be defined as School bus contractors and student transportation companies.

15 Leave of Absence

a. Military Leave Employees who are members of the Military Reserve or National Guard who are requested to report for short term duty (two (2) week summer encampment, etc) will be given military leave with pay differential. "Make whole" pay will be calculated on receipt of military pay voucher Employee will return to the same run when returning from military leave.

b. Personal Leave An employee may be granted a personal leave with the approval of the Branch Manager. Personal leaves of absence may not exceed thirty (30) calendar days and are used for emergency or serious personal extenuating circumstances. With the approval of the Branch Manager, personal leave may be approved for an additional leave of up to thirty (30) calendar days based on circumstances and workload. The vacancy created by an employee's personal leave will be filled during the absence of such employee by the employer filling the route by assignment. Employee will retain his or her run and seniority rights for that school year during the personal leave, provided that no seniority will be accumulated for the days off on leave. If an employee does not return from personal leave after the approved leave expires, the employee will be terminated. Personal leave will not be granted to an employee to pursue other employment

c. Medical Leave A medical leave is one which is more than five (5) school days and is documented by proper medical evidence Medical leave, including pregnancy leave, will be granted for necessary medical purposes for a period of sixty (60) school days provided proper medical evidence is presented. If a driver is on medical leave at the time of the initial bid for the school year, in order to bid on a route at that time the driver must produce a doctor's note verifying that the driver be released to return to work within thirty (30) days of his or her bid run's start date. A driver on Workers Compensation will be considered on medical leave.

16 Unsafe Vehicles

No driver shall be disciplined for refusing to drive an unsafe vehicle.

17 Bargaining Unit Work

a. The Company will not subcontract bargaining unit (driving) work unless bargaining unit drivers are unavailable

b Bargaining unit work will go to bargaining unit people first, then in the event there are no employees available to accomplish the work available, work can be done by non-bargaining unit people (supervisors, etc) This procedure will not be used capriciously, nor to deny work to bargaining unit employees

c. No work rules or Company handbook shall be considered binding upon members of the Association unless approved in advance by the Association.

18. Bereavement

All regular employees will be entitled to three (3) paid days for the death of a member of the family, including husband, wife, child, parent, brother, sister, mother-in-law, father-in-law, grandparents, stepchildren, and stepparents. The last day of the three (3) days shall be the date of the funeral or service and if any of the days are part of a weekend, they shall constitute all or part of the three (3) days. One day paid for brother-in-law or sister-in-law or grandchild for the day of the funeral or service provided it is a workday.

19. Company Meetings

Drivers will be paid the mandated meeting rate for each Company mandated meeting up to six (6) meetings per year.

20. Jury Duty

Upon presentation of proper documentation, regular employees who have successfully completed their probationary period, will be paid the difference between their regular rate and the compensation received from the court, for jury duty not exceeding ten (10) working days.

21. Run Set-Up Time

Drivers will be allowed to use a Company vehicle to set up their runs.

22. Call Off Time

If school is delayed or cancelled and the driver has reported for work, the driver will be paid for one (1) hour at the non-revenue rate.

23. Snow Days

The Company will provide snow days under the following conditions, when the phone tree is activated, for school closing or delays due to excessive snow, forty-five (45) minutes or more in advance of the employee's scheduled report and sign-in time, no payment will be made for lost time due to snow. If the announcement is made less than forty-five (45) minutes prior to their start and the employee reports to the terminal, they will be paid two (2) hours.

24. Health and Welfare

The Company will provide a medical insurance plan to a maximum of ten (10) drivers in the plan. *The ten (10) employees will be determined by seniority, the first five (5) in the plan are the drivers grandfathered from the current plan; i.e., leaving five (5) spots remaining. The split of premium between the drivers and the company are as follows:

Length of continuous service	Company Pays	Employee Pays
*5+ years	75%	25%
3-4 years	35%	65%
2 years	25%	75%

*After the first year of the contract, employees in this category will split future premium increases with the company on a 60%/40% basis

No insurance for employees until completion of two (2) years of continuous service. If an employee chooses to cover any other person or persons in his or her family under the healthcare plan, the employee will pay for the additional cost of such insurance. If an employee drops out of the medical insurance and there are nine (9) employees in the plan, the next most senior employee may enter the program at the next open enrollment, unless he/she has a qualifying event that allows enrollment immediately.

Benefits Savings Pool

For every month the Company's total contribution for medical coverage is less than \$13,000.00, the Company will contribute 80% of the difference between \$13,000.00 and the actual Company contribution to a Benefits Savings Pool.

The monthly calculation shall be performed using monthly premium and monthly contribution amounts and shall not be affected by the eighteen (18) pay driver contribution system.

The Union shall have access to all records regarding the benefits pool, and the Company shall provide the Union a copy of the monthly calculation. The Company shall send the amount in the pool, on a quarterly basis, to an escrow account held by John M. O'Connell, Jr., Esquire, legal counsel and agent of the Union. Mr. O'Connell, or his designees, shall provide the Company all information necessary to make such a deposit.

Cancellation of Medical Coverage

In the event the Company changes insurance plans, the Company will provide comparable coverage. In the event the Union does not feel the new plan is comparable, the contract will be

reopened If the parties do not agree after thirty (30) days from the request for opening, the matter will be referred to an arbitrator. The arbitrator will be chosen from a list of five (5) potential arbitrators supplied by the Federal Mediation and Conciliation Service. The Company will strike one (1) potential arbitrator, the union will strike one (1) and so on until only one (1) arbitrator remains. There will be no strike or lockout as a result of failure to reach agreement on this issue. The decision of the arbitrator will be final and binding on the parties.

25 Credit Union

All regular employees will be eligible to participate in the Norwin Teachers' Federal Credit Union with payroll deductions made by the Company.

26. Discipline

For all disciplinary matters, discipline for each employee will be progressive discipline as follows:

- a First offense a warning;
- b Second offense a one (1) day suspension without pay,
- c. Third offense a five (5) work day suspension without pay, and

d Fourth or later offense is termination provided, however, that if an employee has no disciplinary violations for a period of twelve (12) months from the date of his/her last discipline, the employee's prior discipline shall be expunged, and the employee starts with a clean slate as though no discipline had ever been enforced against him/her. The Employer agrees to notify the employee in writing, as well as the Union, of any and all disciplinary action taken against any employee. If the Association believes that the disciplinary action taken with respect to any employee is unjustified, the grievance procedure may be followed by the Association.

e Notwithstanding the disciplinary procedure mentioned above, the following actions by an employee may result in the immediate suspension or discharge of the employee:

- (1) Being under the influence of alcohol or other drugs during working hours,
- (2) Stealing or theft of goods from the Employer or fellow employees;
- (3) Physical assaulting management personnel or fellow employees,
- (4) Refusing drug test when requested by the Employer,

- (5) Possession of alcohol or scheduled drugs on the job unless the employee has a valid prescription for the same;
- (6) Failing a drug test requested by the Employer;
- (7) Leaving a student on a bus or van after the driver's run is over and the driver has exited the bus or van

f The Association approves as a reasonable work rule the First Student, Inc , drug testing policy which is attached hereto and made a part hereof by reference and labeled Exhibit "A" It is agreed that if an employee is required to submit a blood or urine sample for drug testing, the employee may at his own cost, within twenty-four (24) hours of the date of the test, secure a drug screen of his own If there is a discrepancy in the results of the Company's drug screen and the employee's own drug screen, the same will be subject to the grievance procedure.

g The parties recognize and agree that the drug testing policy of the employer may be subject to change due to requirements of the Americans With Disability's Act (ADA) or appropriate rules or regulations adopted pursuant to the ADA, and may also be subject to changes as required by the Federal Highway Administration law or regulations passed pertaining to such law

h Any notice of discipline will remain part of the employee's record In order to have his or her record purged, the employee must go twelve (12) months without having any similar violations This does not include safety violations They are covered under the established safety procedure

i If an employee has no disciplinary violations for a period of twelve (12) months from the date of his/her last discipline, the employee's prior discipline shall be expunged, and the employee starts with a clean slate as though no discipline had ever been enforced against him/her The employee's previous discipline will remain in the employee's personnel file to be considered as part of the employee's record, but discipline prior to the twelve (12) month period will not be considered for the purpose of progressive discipline The employer agrees to notify the employee in writing, as well as the Union, of any and all disciplinary action taken against any employee If the Association believes that the disciplinary action taken with respect to any employee is unjustified, the grievance procedure may be followed by the Association

27 Discrimination

Both the Company and the Association agree not to discriminate against any individual in any way regarding conditions of employment, wages, qualifications, promotions, etc , as a result of age, race, color, creed, national origin, sex or disability

28. Company agrees to provide whatever information is available to the drivers concerning any special needs of students riding each run, including such matters as epilepsy, diabetes, or the like

29 The wage rates agreed upon herein will be effective on the first day of the school year

30 Any training beyond re-certification required by the Company will be paid at the non-revenue rate The Company will provide re-certification training for drivers or pay the cost of such training elsewhere

31 Cost of class for re-certification will be paid for by the Company

32 Attendance Bonus

The attendance bonus will be given to employees who have perfect attendance and perfect attendance at the mandatory safety meetings each month A driver will receive \$1.75 per school day during the first three (3) years of this contract and \$2.00 per school day during the fourth (4th) year of this contract if his/her attendance for work and safety meeting attendance for that month is perfect, no absences. If a driver's run is scheduled for AM and PM, he/she must do both to be considered perfect attendance An employee will not lose his/her eligibility to receive the monthly attendance bonus if the employee elects to take one (1) of his/her sick or personal days subject to Section 37 of this collective bargaining agreement; however, the employee will not receive a daily bonus for the day absent

33. Safety Bonus

A driver will be entitled to two (2) bonus days at the end of the first semester for no chargeable accidents in the first semester of the school year and an additional two (2) bonus days at the end of the second semester if he/she has no chargeable accidents during that semester An accident caused by a driver which causes property damage of less than five hundred dollars (\$500 00) in repairs will be considered an incident and not a chargeable accident, and the driver will not lose his/her Safety Bonus Days, but will lose his/her Walmart Card Bonus This will be in effect for each year of this contract

34 Walmart Card Bonus

The school year will be divided into three (3) sixty (60) day school periods for the purpose of this section During each sixty (60) school day period, a bid driver shall be eligible to receive a gift card from Walmart when their driving record reflects no chargeable accidents or incidents according to the table below

	Year 1	Year 2	Year 3
1 st 60 school days with no accidents	\$45	\$45	\$45
2 nd 60 school days with no accidents	\$65	\$65	\$65
3 rd 60 school days with no accidents	\$85	\$85	\$85

The driver must work at least forty-five (45) of the sixty (60) school day period to be eligible for the Walmart card for each respective sixty (60) day period. The driver will only be eligible for the card amount applicable to the sixty (60) day period for which the driver is earning the benefit.

35 Life Insurance

The Company will provide life insurance for each driver, not including Probation employees, who work fifteen (15) hours or more per week during the school year according to the following schedule. The life insurance is subject to the rules and terms of Hartford Insurance Company, except that the parties agree that the amount of life insurance will not be decreased below \$20,000.00 regardless of the age of the driver.

Year 1 - \$20,000

Year 2 - \$20,000

Year 3 - \$20,000

36 401(K) Plan

All members of the Association will be entitled to enroll in the First Student, Inc Driver's Retirement Savings Plan/401(K) program offered by First Student, Inc. All terms and conditions stated in the summary plan description of the First Student, Inc Driver's Retirement Savings Plan/401(K) program will apply.

The First Student, Inc Driver's Retirement Savings Plan/401(K) program provides no match of employee contributions by the Company and during the terms and conditions of the present bargaining unit contract that expires August 31, 2019, there shall be no match of an employee contribution by the Company.

37. Sick Days

Each driver will be entitled to four (4) sick days for each year of the contract. A maximum of three (3) days can be used in any one semester. If the sick days are not used, they will be paid at the end of the school year. It is the employees responsibility to inform the office if they want to use a sick day when the employee calls off or requests a day off.

38 Personal Days Each driver will be entitled to two (2) personal days in each year of the contract. It is the employees responsibility to inform the office if they want to use a personal day.

when the employee calls off or requests a day off. If the employee elects to use a personal day, he/she must get approval from the management by turning in a request off form no later than five (5) school days before the requested day off. Requests will be granted on a first come, first served basis to the first four (4) employees that turn in a request form. In the event more than one (1) form is turned in at the same time to exceed the four (4) employees, the request will be given to the driver with the most seniority. The restriction of only four (4) employees being allowed to take personal days at the same time will only be in effect during the high charter season which is considered the months of September and October and March 15 to the end of the school year. If an employee is not approved by the management for a personal day and is absent, it will be considered an un-excused absence unless the employee uses a sick day. For un-excused absences only, before receiving the first offense (written warning) in the discipline procedure the employee will receive a verbal warning, which will be noted in the employee's personnel file. For all other discipline, the employee will receive a written warning subject to Section 26 of the collective bargaining agreement. For un-excused absences only, an additional step will be added to the discipline as outlined in Section 26, that is a verbal warning must be given for a first offense and a written warning for a second offense.

39 If a vacancy occurs in a big bus route, which is not filled by a current big bus driver or by a driver on the big bus extra board, the vacancy shall be filled by offering such vacancy to the van drivers in order of seniority before the employer will hire anyone not a member of the Association.

40 It is recognized that drivers are not babysitters and will not be required to alter routes or wait with students until parents or guardians are available to supervise students.

41. Drivers will follow student discipline and emergency policies and procedures adopted by the School District.

42 Flute Trips

Charters of this type, which are within the Norwin School District, will pay the same rate as the activity runs, provided the driver does not have to sit and wait at the school but is permitted to go home and return when the activity is over. If a flute trip exceeds one and one-half (1 1/2) hours, not including sit and wait time, the charter rate will prevail.

43 Commercial Drivers License and Vehicle

The Company will reimburse all big bus drivers and van drivers annually for the pro rata cost of their commercial drivers license (C D L.) and pay for their yearly physical examinations.

44. The Company will inform the Association the wage being paid for each run.

45 In case of layoff, the lowest person on the big bus driver's seniority list will go back to the van driver's list and seniority from the time hired by the Company will determine his or her position on the van driver's seniority list.

46. If the Norwin School District is willing to change Paragraph 12 of Article II of the Contract between the School District and the Employer, the Employer agrees to meet and discuss with the Association changes in the language of this contract relating to seniority, bidding, time of bidding, the filling of vacant runs, and driver assignment

47 Physical Performance Dexterity Test (Agility Test) New employees employed on or after September 1, 2010 will be required to pass the test before beginning work and will be required to pass the test every two (2) years. Current employees as of September 1, 2010 will take the test, but will not be fired if they fail the test. If a current employee fails the test, he or she will be required one (1) year later to take the part or parts of the test they failed

48 New hires will not be eligible for sick days or personal days during their first year of employment.

49 Wages It is agreed that wages would be increased by 2.75% in each year of this contract. Those wage increases are indicated in the schedule of wages below

If a driver does work other than driving a bus or van; being sent for parts, washing or cleaning vehicles, weed wacking, checking cameras, etc., will be paid at the rate of \$12.00 per hour in the first year of the contract, \$12.33 per hour in the second year, \$12.67 per hour in the third year and \$13.02 per hour in the final year of the contract

If a driver's paycheck is short by \$75.00 or more, the Company agrees that within one (1) week it will pay the driver the amount the driver's paycheck was shorted.

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WAGES - WITH MEDICAL

<u>Big Bus</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/2022</u>	<u>2022/2023</u>
Full Run	\$89 65	\$92 12	\$94 65	\$97.25
One-Half Run	\$44 83	\$46 06	\$47 33	\$48 63
Wheelchair	\$97 91	\$100 60	\$103 37	\$106 21
Vo-Tech	\$88 46	\$90 89	\$93 39	\$95 96
Charters	\$13 65	\$14 03	\$14 42	\$14 82
Early Activity	\$20 99	\$21 57	\$22 16	\$22 77

Any Vo-Tech driver who does a Wheelchair Run will receive \$6.00 above the Vo-Tech rate of pay

Late Activity	\$22 20	\$22 81	\$23 44	\$24 08
Vo-Tech Shuttle	\$22 20	\$22 81	\$23 44	\$24 08
One-Sixth Run	\$14 78	\$15.19	\$15 61	\$16 04
Non-Revenue	\$ 9.91	\$10 18	\$10 46	\$10 75
Mandated Mtg	\$19 13	\$19 66	\$20 20	\$20 76
Flute	\$21.00	\$21 58	\$22 17	\$22.78

**In case of early dismissal, a driver will receive one-sixth (1/6) of a run in addition to regular pay.

WAGES - WITH MEDICAL

<u>Van</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/2022</u>	<u>2022/2023</u>
Full Run	\$63.21	\$64 95	\$66.74	\$68 58
One-Half Run	\$31 61	\$32.48	\$33 37	\$34 29
Wheelchair	\$71.48	\$73 45	\$75 47	\$77 55
Seal	\$ 3 97	\$ 4 08	\$ 4 19	\$ 4 31
Charter	\$13.65	\$14 03	\$14 42	\$14 82
Work Program	\$ 8 92	\$ 9 17	\$ 9 42	\$ 9 68
Swim Charter	\$19.91	\$20 46	\$21 02	\$21.60
Vo-Tech	\$19 20	\$19 81	\$20 44	\$21 08
Pittsburgh Run	\$84 74	\$87 07	\$89 46	\$91 92
Non-Revenue	\$ 9.91	\$10 18	\$ 10 46	\$10.75
Mandated Mtg	\$19 13	\$19 66	\$20.20	\$20.76

WAGES - WITHOUT MEDICAL

<u>Big Bus</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/2022</u>	<u>2022/2023</u>
Full Run	\$90.56	\$93.05	\$95.61	\$98.24
One-Half Run	\$45 28	\$46 53	\$47.81	\$49 12
Wheelchair	\$98 12	\$100 82	\$103 59	\$106 44
Vo-Tech	\$88 39	\$90 82	\$93 32	\$95 89
Charters	\$13 76	\$14 14	\$14 53	\$14 93
Early Activity	\$21 21	\$21.79	\$22 39	\$23 01
Late Activity	\$22 44	\$23.06	\$23 69	\$24 34
Vo-Tech Shuttle	\$22 44	\$23 06	\$23 69	\$24 34
One-Sixth Run	\$15.30	\$15 72	\$16 15	\$16 59
Non-Revenue	\$10 00	\$ 10 28	\$10 56	\$10 85
Mandated Mtg	\$19 35	\$19 88	\$20 43	\$20 99
Flute	\$21 21	\$21 79	\$22 39	\$23.01
Bus Shuttle	\$10 00	\$10 28	\$10.56	\$10 85

**In case of early dismissal, a driver will receive one-sixth (1/6) of a run in addition to regular pay

WAGES - WITHOUT MEDICAL

<u>Van</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/2022</u>	<u>2022/2023</u>
Full Run	\$63.83	\$65 59	\$67.39	\$69.24
One-Half Run	\$31.91	\$32 79	\$33.69	\$34.62
Wheelchair	\$72.20	\$74.19	\$76.23	\$78.33
Seal	\$ 7.00	\$ 7 28	\$ 7.56	\$ 7.85
Charter	\$13.76	\$14.14	\$14 53	\$14.93
Work Program	\$ 9 02	\$ 9 27	\$ 9 53	\$ 9 79
Swim Charter	\$20.10	\$20 65	\$21.22	\$21.80
Vo-Tech	\$19.44	\$20.06	\$20.69	\$21 34
Pittsburgh Run	\$85 57	\$87 92	\$90 34	\$92 82
Non-Revenue	\$10 00	\$10 28	\$10 56	\$10 85
Mandated Mtg	\$19.35	\$19 88	\$20 43	\$20 99
Unlit Van	\$56 87	\$58 43	\$60 04	\$61 69

a **For Van Drivers Only.** Time in excess of four (4) hours per day paid for in full fifteen (15) minute increments for all runs except for Pittsburgh runs. The additional increments for drivers **with** medical will be \$3 75 per fifteen (15) minute increments in the first year of the contract, \$3 85 per fifteen (15) minute increments in the second year of the contract, \$3.96 per fifteen (15) minute increments in the third year of the contract and \$4 07 per fifteen (15) minute increments in the fourth year of the contract. For those drivers **without** medical, the additional increments will be \$3.77 per fifteen (15) minute increments in the first year of the contract, \$3 87 per fifteen (15) minute increments the second year of the contract, \$3.98 per fifteen (15) minute increments the third year of the contract and \$4 09 per fifteen (15) minute increments the fourth year of the contract.

For Pittsburgh runs, the extra payment for drivers **with** medical will be \$5 09 per fifteen (15) minute increments in the first year of the contract, \$5 23 per fifteen (15) minute increments in the second year of the contract, \$5 37 per fifteen (15) minute increments in the third year of the contract and \$5 52 per fifteen (15) minute increments in the fourth year of the contract. For those drivers **without** medical, the payment for Pittsburgh runs will be \$5 15 per fifteen (15) minute

increments the first year of the contract, \$5 29 per fifteen (15) minute increments the second year of the contract, \$5 44 per fifteen (15) minute increments the third year of the contract and \$5 59 per fifteen (15) minute increments in the fourth year of the contract

b In addition to that, a driver riding with another driver to learn a route or routes will be paid two (2) hours at the non-revenue rate

c If a driver is stopped by the police or other government agency to do an inspection of the bus or van, the driver will be paid for the time spent at the non-revenue rate.

MANAGEMENT RIGHTS

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all of the rights, powers, and authority the Company had prior to the signing of this Agreement are retained by the Company and remain the exclusive right of management without limitation. Management of the business operation, the direction of the work force and the authority to execute all various duties, functions and responsibilities in connection therewith are vested in the Company. The exercise of such duties, functions and responsibilities shall not conflict with this Agreement.

The Company reserves all the rights, powers and authority customarily exercised by management except as otherwise provided in this Agreement. Without limiting the generality of the above statements, these rights include, but are not limited to, the right to hire, discipline, suspend, or discharge for just cause under the discipline procedure set forth in this Agreement, transfer, relieve employees from duty because of lack of work or other legitimate reasons, to determine the services to be rendered, to lay off, assign, and to determine the daily schedule of employment. The Company may promulgate and enforce reasonable work rules after such rules have been approved by the Association. It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management rights that may not have been specifically enumerated.

The parties, Norwin School Bus Drivers Association and First Student, Inc, by the below signatures of their representatives, agree to this 2019-2023 contract

FOR THE COMPANY:

[Signature]
AREA GENERAL MANAGER

FOR THE ASSOCIATION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]