# **Local 773**5102 Ed Smith Way Marion, IL 62951 Phone: 618.993.5773 Fax 618.998.1773 Feel the Power



laborer@local773.com

A. Jerry Womick Business Manager

Matthew E. Smith President

Edward M. Smith President Emeritus

Jack Skelcher Secretary-Treasurer

Charley Ferguson Vice-President

Jim Hobbie Executive Board

Rekjanil Woods Executive Board

Heather Laughland-Etherton Recording Secretary

Auditors Todd Goforth Mendy Karnes Beth Lilge

Sergeant at Arms Terry Sexton

### !!!ATTENTION!!!

# FIRST STUDENT ST. LOUIS CONTRACT RATIFICATION VOTE

WEDNESDAY, OCTOBER 12, 2022 10AM-NOON

Liuna Local 773 – St. Louis 301 S. Ewing Ave St. Louis, MO 63103

In order to attend the meeting and vote, you must be a fully initiated and active member of Laborers' Local 773. Your membership must be in good standing. You must also be a current employee of First Student and you must work within our bargaining unit. Employees that work on the Boonslick contract or have transferred to other First Student Locations, excluding Long Distance and Local Travel Team drivers, are not eligible to attend the contract ratification meeting or vote on the proposal.

If you have any questions regarding your membership status or eligibility, please contact your Local Union Representative at (314)365-6879.



## MEMO OF UNDERSTANDING Between First Student and LiUNA Local 773 September 27, 2022

WHEREAS the parties currently operate under the terms and conditions of employment per the collective bargaining agreement in effect through July 31, 2022, and extended by the parties, and

WHEREAS it is in the best interest of both parties to provide work opportunities to its drivers,

The parties therefore agree to an arrangement whereby employees can opt to work at other First Student locations that are either within the St. Louis market or around the country, and would be on either a long-term or short-term basis, as follows:

#### **Local Travel**

Local travel drivers are assigned to work at First Student locations within the St. Louis Metro area up to an hour or so away. This team would consist approximately 25 drivers.

<u>Daily guarantee</u>: Drivers are guaranteed pay for six (6) hours a day.

#### Other Benefits:

- The ability to be home every night
- Retention of employees' First Student and Union seniority

#### **Long-Distance Travel**

Long-distance travel drivers are assigned to work at any First Student location.

<u>Daily guarantee</u>: Drivers are guaranteed pay for eight (8) hours a day, Monday through Friday.

<u>Bonus</u>: The company, at its discretion and the discretion of the host location, has the right to pay task-related bonuses to employees.

<u>Travel from home to location</u>: Drivers traveling long distance to and from their home and location over the weekend are paid as follows:

- By Company vehicle: Drivers are paid travel time at the non-revenue rate.
- By personal vehicle: With the manager's advance approval, drivers are paid travel time at the non-revenue rate and receive gas mileage reimbursement

Travel time to and from the hotel and depot is not paid time.

<u>Hotel expenses</u>: Hotel room charges are paid by the Company. However, the Company does not pay for any personal extra charges and will not pay weekend hotel room charges if a driver travels home on a weekend.

#### Other Benefits:

- Daily food allowance
- Daily hotel costs are covered.
- Drivers will not be required to share their hotel room.
- Retention of employees' First Student and Union seniority

The parties agree that the Company may, from time to time, make changes to this program for the program's success, its continued use, and the employment of its drivers. However, the Company will endeavor to inform the Union of any significant changes that impact employees and will allow for the Union's input.

For the Company	For the Union	
Date	Date	

#### PROPOSED CHANGES SHOWN IN RED

#### **DURATION:**

August 1, 2022

**THROUGH** 

July 31, 2027

#### <u>ARTICLE 8</u> GRIEVANCE PROCEDURE

<u>Section 1</u>. Should any differences arise between the Employer and the Union or any drivers as to the meaning or application of the provisions of this Agreement, such differences shall be settled in the following manner.

STEP 1. Prior to the writing of a formal grievance, and within five (5) seven (7) working days of the incident, the grievant may discuss the difference with the Contract Manager or designee in an attempt to reach an informal resolution. A Union steward may or may not participate in this preliminary discussion.

#### ARTICLE 12 ASSIGNMENT OFWORK

<u>Section 3.</u> In the event a regular driver or monitor covers a route in addition to their regularly assigned route, they will be guaranteed one (1) hour pay or actual time worked, whichever is greater. If the employee is required to cover additional routes with four (4) or fewer stops, the employee shall be paid the additional drive time spent doing the work plus his/her normal guarantee.

Section 9. In the event a driver or monitor is bypassed on the charter rotation list, and it is determined that the charter run would not have conflicted with the driver's/monitor's regular run or caused the driver/monitor to work in excess of forty (40) hours; the driver/monitor shall, upon the next rotation, be given the first option of assignments with hours comparable to what they missed.

<u>Section 11.</u> The Employer and Union agree there shall be the following classifications:

- (a) Regular School Bus Drivers
- (b) Monitors
- (c) Standby Driver/Monitor
- (d) Casual Driver/Monitors it shall be grandfather
- (e) Extras Driver/Monitors
- (f) Driver/Monitor Trainer
- (g) Fuelers/Oilers
- (h) Travel Team Drivers/Monitors

#### (a-b) Regular School Bus Drivers/Monitors

A driver/monitor who bids a route package consisting of both an AM route and a PM route as designated by the employer, may also bid a midday route, if available. A driver/monitor who currently works an AM, Midday and PM route during the term of agreement will be consider as a regular school bus driver/monitor. Regular school bus drivers/monitors shall be guaranteed five (5) hours per day: 2.5 hours for the AM shift and 2.5 hours for PM shift.

#### (h) Travel Team

Travel Team drivers and monitors shall be paid no less than the IRS recommendation for per diem rates for taxpayers in the transportation industry, which is \$60 per day for meals and incidentals.

#### BASE WAGE SCHEDULE

Step Down and over Every Year

	2022/23 SY	2023/24 SY	2024/25 SY	2025/26 SY	2026/27 SY
Drivers	\$25.00	\$26.00	\$26.91	\$27.85	\$28.90
Monitors	\$16.25	\$16.90	\$17.49	\$18.10	\$18.78
Charter Rate	<del>\$14.65</del>	<del>\$14.90</del>	<del>\$15.00</del>	<del>\$15.00</del>	<del>\$15.00</del>
Fueler Rate	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00
Non-Revenue Rate	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00
Trainer	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55

All charter work will be paid at the employee's regular hourly rate listed above.

#### PAID HOLIDAYS

<u>Section 3</u>: Employees on the active payroll shall receive their regular pay based upon their regular route hours for the listed holidays. Standby drivers' holiday pay will be based upon the average of their route hours in the three workdays immediately preceding the holiday.

Thanksgiving Day
Day after Thanksgiving
Martin Luther King
Labor Day
Good Friday
Memorial Day
President's Day
Juneteenth
July 4th (for all eligible)
Designated Floating Day

<u>Section 5:</u> Funeral Leave. Effective with the Agreement, each regular driver shall receive his or her regular daily rate of pay for three (3) days to attend the funeral of a spouse, child, mother,

father, grandparent, and grandchild and domestic partner (as defined by law); two (2) days for brother, sister, father-in-law, mother-in-law (with a limit of two (2) parents and a limit of two (2) in-laws); one (1) day for stepchildren and stepparents; and one (1) unpaid day for aunt, and uncle, daughter-in-law and son-in-law of the employee. No payment shall be made for funeral leave that occurs on days other than scheduled workdays. Time will not be used for computing overtime pay.

Section 7: 401-K. The Company will provide to those eligible employees the opportunity to enroll in the Company's 401-K savings plan upon meeting plan eligibility requirements. The union will be provided a copy of the plan and each employee, once eligible, will also be notified of enrollment. The 401-K plan does not provide Company contributions.

<u>Section 6:</u> 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. Such employees shall receive a dollar-for-dollar company matching contribution up to \$350 per year.

<u>Section § 7</u>: Life Insurance. Each employee who is regularly scheduled to work twenty (20) hours or more each week or work more than one tier or who holds a regular bid stand-by positions will receive Company paid Life Insurance amounting to seven thousand five hundred (\$7,500) dollars.

#### <u>Section 8</u>: Safety and Attendance Bonus.

- Employees who work August 1 through December 31 without a preventable accident or workplace injury shall receive a \$50.00 bonus to be paid in January.
- Employees who work January 1 through May 31 without a preventable accident or workplace injury shall receive a \$50.00 bonus to be paid in June.
- Employees who work all regularly scheduled routes (perfect attendance) for the period of August 1 through December 31 shall receive a \$50.00 attendance bonus payable in January.
- Employees who work all regularly scheduled routes (perfect attendance) for the period of January 1 through May 31 shall receive a \$50.00 attendance bonus payable in June.

ATTACHMENT: MOU FOR LONG-DISTANCE AND LOCAL TRAVEL TEAM DRIVERS