

**AGREEMENT**

**Between**

**FIRST STUDENT  
(SAN MATEO, CALIFORNIA)**

**and**

**UNITED TRANSPORTATION UNION**

**EFFECTIVE DATES:**

**DATE OF RATIFICATION TO JUNE 30, 2012**

## **Article 1 – Agreement**

This Agreement, therefore, is entered into by the employee organization of the bargaining unit referred to in this Agreement as Local 1741 affiliated with the United Transportation Union (“the Union”) and First Student, Inc., (“the Company”) and its successors and assigns.

## **Article 2 - Recognition**

### ***Section 1***

The Company recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and working conditions covered herein. for:

All full time and regular part time bus drivers employed by the Company at its San Mateo, California facility; excluding all other employees, mechanics, dispatchers, trainers, office clerical employees, guards and supervisors as defined in the Act.

### ***Section 2***

The Company agrees to meet as mutually agreed upon with the duly elected and accredited officers and members of the Local Committee of Adjustments established in accordance with the Union's International Constitution on all questions related to this Agreement including all grievances and disputes and controversies arising between the Company and its Bus Drivers.

## **Article 3 – Non-Discrimination**

The Company and the Union agree that there shall be no discrimination, harassment, interference or coercion of any applicant, trainee, employee or rehire, active or non-active, for any reason prohibited by applicable local, State or Federal Laws including age, citizenship, color, race, national origin, political or religious beliefs, sexual orientation, union affiliation or union related activities.

## **Article 4 – Exclusive Agreement**

This is the exclusive Agreement between these parties, with all prior agreements becoming void on the effective date of this Agreement. The Company shall not enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## **Article 5 - No Strike/No Lockout**

### ***Section 1***

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

### ***Section 2***

The failure or refusal on the part of any employee to comply with the foregoing provision will be cause for immediate discipline, up to and including discharge. It shall not be a violation of this Agreement, nor shall it be cause for discharge or, disciplinary action, in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any primary picket line, except a picket line at a school or other facility where the Employer is contractually obligated to pick up or drop off school children.

## **Article 6 – Separability of Sections and Amendments**

### ***Section 1***

It is understood and agreed that the provisions of this Agreement shall be subordinate to any present or subsequent Federal, State, or Municipal Law or Regulations to the extent that any portion hereof is in conflict therewith.

### ***Section 2***

If during the life of this contract between First Student, Inc., and United Transportation Union, any section provision, or amendment, is declared void by a present law or a law enacted after the signing of this contract, all articles, provisions, and amendments not affected by these laws will remain valid and binding on all parties of this contract. The Company will agree to meet with the Union to negotiate resolutions of any conflicts caused by any such unforeseen events. Unresolved disputes shall be subject to the Grievance Procedure.

## **Article 7 – No implied Waiver**

If at any time the UTU or the Company elects not to assert its right under any provision of this Agreement, in the event of breach hereof, such lack of action in this respect shall not be construed as a continual waiver of any right under the provision of this Agreement.

## **Article 8 – Assignability**

### ***Section 1***

This agreement shall be subject to change at any time by mutual agreement in writing between the parties herein mentioned.

### ***Section 2***

This Agreement shall be binding upon the successors and assignees of the parties hereto; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignments or party hereto; nor affected, modified, either altered or changed in any respect whatsoever by any change of management by either party; or by change geographical or otherwise in the location of place of business within the Bay Area by either party.

## **Article 9 – Union Shop**

### ***Section 1***

All employees within the scope of this Agreement shall become members of the UTU, Local 1741, no later than, but no sooner than thirty-one (31) days after the beginning of employment. All employees shall remain UTU members in good standing as a condition precedent to continued employment with the Company.

### ***Section 2***

The Company agrees that it will not, directly or indirectly, interfere with the legitimate affairs or conduct of the Union, its officers or Committee. Questions concerning interpretations of any part of this Agreement shall be taken up with a member of the Local Committee of Adjustment.

## **Article 10 – Union Representation**

### ***Section 1***

The UTU agrees to notify the Company in writing of the duly accredited representatives representing the Union upon their election or appointment to such office. The Company shall grant such UTU officials access to locations where UTU members work. This access to locations will in no way disrupt the normal process of work, provided this clause does not conflict with or violate the provisions of this Agreement, Safety Laws or subsequent agreements.

## ***Section 2***

The Company will advise the Local Committee Chairperson and the Secretary of the Local 1741, UTU, by placing in the Local Committee of Adjustment (LCOA) mailbox, a monthly notice of all employees entering or leaving service, by the end of the first week of every month.

## ***Section 3***

The Company agrees to have as part of the New Driver Training Program, one (1) hour of classroom time available during the first week of the Company's training program for the purpose of presenting and discussing provisions of the Labor Agreement, but the one (1) hour will be unpaid and will not be credited toward State required training.

## ***Section 4***

Subject to the operating need of the Company, the Company will release a Union Officer for the purpose of conducting Union Business, whenever a written request is made to the Contract manager with no less than 24 hours notice. If it is necessary for an officer to take time off to represent a bargaining unit member at a disciplinary meeting scheduled by the Company, such time off shall be granted.

The Company agrees to pay one employee member of the LCOA any lost time for conference or discussion with management, when such conference or discussion is scheduled by management and interferes with the employee's work assignments.

## ***Section 5***

The Company will make available to the Union a bulletin board of an appropriate size, or larger if space is available. The Company will permit the Union or its representatives to distribute Union Literature. No defamatory or derogatory material concerning the Company, any of the Company's employees, or the Company's client shall be permitted.

## **Article 11 – Union Dues Deductions**

The Company agrees to check off all dues and assessments levied by the United Transportation Union on its members, and will deduct same from the members wages all such dues and assessments, and will remit same monthly to the Secretary Treasurer of the lodge where the member hold membership, provided every member must sign an authorization card, provided it meets all the requirements of the Labor Management Relations Act, requesting the Company to make such deductions. The Secretary Treasurer of the local shall submit to the Company a list of all members and the amounts to be deducted from their paychecks by the Wednesday of the week before the close of the pay period from which the deductions are to be made.

Normal deductions from pay checks and remittances of dues and assessments to the Secretary Treasurer, shall be accordance with the following schedule:

One half of the Union dues are to be deducted from the 1<sup>st</sup> payroll period of every month and the remaining one half of the Union dues are to be deducted from the 2<sup>nd</sup> payroll period of every month. The company shall remit to the Secretary Treasurer within thirty (30) days of the 1<sup>st</sup> payroll period of every month, such monies deducted.

Errors in deductions shall be rectified immediately upon notice of such error. The Union will be given a listing of all employees who had error adjustments in any month.

The Union agrees to indemnify, defend and hold the Company harmless from any claims or legal action, which may arise out of, or by reason of, actions taken or omitted by the Company for the purpose of complying with the provisions of this Article.

### **Article 12 - Management Rights**

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

Such rights and functions include, but are not limited to,

(1) full and exclusive control of the management of the Company, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction, and determination of the size and type of its working forces;

(2) the rights to change or introduce new and improved operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees;

(3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement;

(4) the right to hire, establish, and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay off employees;

(5) the right to establish work rules, regulations, policies and procedures, and the right to modify or change existing rules and regulations from time to time. The Company agrees to post and distribute copies of any new work rules, or changes to existing work rules or regulations, at least one (1) week prior to implementation; and

(6) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly, effective, and efficient operation.

The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. However, the above rights may not be used to implement or effect any changes that are mandatory subjects of bargaining, as defined by the National Labor Relations Act (NLRA). The exercise or non-exercise of rights retained by the Company shall not be construed to mean that any right is waived.

### **Article 13 – Probationary (New) Employees**

Probationary Period: All new Bus Drivers shall be on probation for forty five (45) calendar days. Upon completion of the forty five (45) day probationary period, the Bus Driver shall be considered as regular employees. The Company may, at its option, extend probationary period of a new employee, if there is a seasonal layoff during the probationary period. If no seasonal layoff falls during the probationary period, the Company may, by mutual agreement with the Union, extend the probationary period by thirty (30) days.

The Company will confer with the LCOA re: its decision to extend probationary period of such employees.

### **Article 14 – Seniority**

#### ***Section 1***

- a) Except as indicated otherwise herein, an employee's right to preference of all work and assignments shall be governed by seniority, subject to required qualifications and rules governing assignments.
- b) All new hires must be qualified and proficient on all equipment at the time of hire. It is recognized that the Company must have flexibility to service the customers as business dictates. If a situation arises that causes an operational difficulty under this Article for the Company, then the Union and the Company will meet and confer to resolve the situation in a mutually beneficial manner.
- c) As of the effective date of this agreement, seniority of all new employees shall commence at the time service first is performed for pay. If more than one (1) employee begins work on a given day, seniority numbers will be assigned based on the date each employee applied for work. The lowest last (4) digits of their respective social security numbers shall determine the seniority ranking of employees who applied for work on the same day.
- d) A current seniority roster of employees shall be posted every sixty (60) days on the fifteenth (15<sup>th</sup>) of the month. Any employee protesting his/her seniority position must do so within ten (10) working days after posting, otherwise the roster shall be accepted as correct.
- e) The Company shall not assign route work or extra work to any person who is not on the seniority list except when no one in the bargaining unit is available.

f) Employees shall have Company seniority and location seniority. Company seniority will be used for the accumulation of pay and benefits.

## ***Section 2***

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

- a) If he/she voluntarily leaves the Company's employ;
- b) If he/she is discharged for just cause;
- c) If he/she is absent from work for three (3) consecutive working days, without notification to the Company, unless excused by the Company by reason of illness or other disability or other reasonable cause;
- d) If he/she fails to return to work within seven (7) days upon notice by the Company by registered or certified letter mailed to his/her last known address, as shown on the Company records unless excused by the Company by reason of illness or other disability or other reasonable cause;
- e) Loss of school bus, or motor vehicle driving privileges for one year or more;
- f) An employee has been on personal leave for more than six (6) consecutive calendar months, or twelve (12) aggregate calendar months within a twenty-four month period.

## **Article 15 – Reduction in Force**

### ***Section 1***

In the event of a lay off, employees with the least seniority shall be laid off first. Recall shall be in reverse order of lay off. Employees laid off in this manner shall maintain a record with the Company of their current mailing address and shall renew the same when there are changes.

### ***Section 2***

Employees may be subject to two (2) types of layoff: normal seasonal layoff and indefinite layoff. Normal seasonal layoff shall be defined as Spring, Summer and Winter breaks. Indefinite layoff shall be any layoff other than seasonal.

#### ***a) Normal Seasonal Layoff***

1. All normal seasonal layoffs shall be effective the day after the last day of school for Spring, Summer, and Winter breaks.



2. In the case of Summer layoff, notice of recall shall be the annual written bidding notification. Notices of recall from, Spring and Winter layoff shall not be required.

*b) Indefinite Layoff*

1. It is the responsibility of the Company to inform the Union and all employees of indefinite layoff. Employees who are to be laid off shall be so notified by certified mail, not less than fourteen (14) calendar days in advance of the effective date of the layoff.

**Section 3**

Recall from indefinite layoff:

a) Seniority shall govern all recall procedures. Laid off employees shall be recalled in order of seniority until the last laid off employee on the seniority list has been recalled.

b) The Company shall notify all laid off employees by certified mail. The employee shall have seven (7) days from the date they received the recall to inform the Company of their intent. All recall notices shall be mailed to the employees last known address on file with the Company. If the employee elects to return to work he/she shall return to work within seven (7) days after informing the Company of their intent to return to work. Such notice by the employee shall be in writing to the Company unless due to illness, accident or Act of God, in which event the Company will accept verbal notice by a third party representing the employee.

c) Failure by employee to return to work within the time limits set above as stated in above on the appropriate date, the Company will not be required to hold the position for the employee and will have fulfilled their obligation to recall the employee.

**Section 4**

All normal seasonal layoffs shall be effective the day after the last day of school for Summer, Spring and Winter breaks and any other normal school closing.

**Article 16 – Bidding**

**Section 1**

The Company shall mail notification to all employees two (2) weeks prior to the first regular school year bid. These notifications shall include the following information:

- a) The dates on which the face sheets shall be posted and their location
- b) Date, place and time of the annual bid; and
- c) Bidding procedures as outlined in this Article.

## ***Section 2***

Providing that the route information is provided to the Company from the School District, route sheets must be posted for a minimum of three (3) consecutive working days before annual bid commences. The face sheets shall contain the following:

- a) Hours – Flat Rate
- b) Specific type of equipment

## ***Section 3***

Each qualified employee in order of seniority shall bid on any route posted.

Employees unable to attend bidding shall delegate their proxy in writing to a Union representative or another employee who shall bid for them.

An employee who is a no call no show to the annual bid shall be passed and if there is an available route will be assigned such route or placed on stand by at the Company's discretion.

## ***Section 4***

The same procedures shall apply to Summer school work, Winter break, and Spring break, and District layoff days.

- Bidding for summer school work shall be by seniority. Those employees who do not obtain a route will be subsequently laid off for the Summer break whether they choose to exercise their seniority or not.
- Any forced assignment shall be in reverse order of seniority.
- When offered Summer school work according to seniority, employees may decline to exercise their seniority to perform extra work without this being considered a refusal to work for unemployment insurance purposes. However, if an insufficient number of employees volunteer for such work, the Company may require employees, in reverse seniority, to perform this work. If an employee refuses to perform work in this situation, it will be considered a refusal to work for unemployment insurance purposes.

## ***Section 5 – Equipment Assignment***

The first criteria for the assignment of Equipment will be the needs of service, and after that, seniority will determine the selection of buses for routes. However, all drivers must be qualified to drive all equipment in their size category.

## **Article 17 – Open Routes**

### ***Section 1***

An open route occurs when one of the following is present:

- a) An employee vacates a route;
- b) An employee is terminated or resigns;
- c) The Contract Manager is properly notified of and approves an employee's request for a leave of absence of more than thirty (30) days;
- d) If an employee is absent from work for three (3) consecutive working days, without notification to the Company, unless excused by the Company by reason of illness or other disability or other reasonable cause.

### ***Section 2***

If a route becomes open at anytime during the school year, the route shall be posted for bid in the driver's room at the company office.

Open bidding shall begin immediately and bids shall remain posted for three (3) days. An employee shall be eligible to bid on an open route only three times in any given school year. The exception would be if the employee's route was eliminated or reduced by more than thirty (30) minutes, then he/she could always bid on an open route. The successful bidder shall take over the route on the fourth day. The most senior employee qualified on the equipment shall be awarded the route.

Should any employee's assignment (posted route) be decreased or eliminated during the course of the school year, the Company will use its best efforts to find additional work to replace the hours eliminated. Such displaced employees may bid on any open route.

When an employee is on leave for less than 30 days, his/her route shall be posted and offered in sections based on proximity to the home to school route and seniority of employees who are willing and able to fill those portions.

### ***Section 3***

The approximate flat rate time shall be displayed on the posted route sheet. It is understood by the parties that flat rate times change due to changes on the route. Thus, a route's flat rate time is not guaranteed.

## **Article 18 – Extra Work**

### ***Section 1***

Extra work shall be defined as all work other than home to school route work with the exception of home to school route work that is added to other home to school routes.

Extra work shall be offered to available and qualified employees from the seniority list on a continuing rotational basis with right of preference, except as provided herein:

- a) During Layoff periods including Holiday, and Spring break seniority assignments shall not rotate.
- b) An employee receiving pay for time not worked under the minimum daily guarantee as provided in this Agreement, may be assigned by the Company to any available extra work, during the A.M. or P.M. shift for which he/she is receiving pay.
- c) The extra work may not conflict with the employee's regular assignment(s). The Company has the right to limit extra work assignments to those drivers who will be put over forty (40) hours for the week.
- d) Proximity of time and location of the extra work to employee's home to school route.

An Extra Work List shall be maintained by the Company. When an employee has worked an extra work assignment, or fails to report for an extra work assignment, he/she shall rotate to the bottom of the list.

When offered extra work according to seniority, employees may decline to exercise their seniority to perform extra work without this being considered a refusal to work for unemployment insurance purposes. However, if an insufficient number of employees volunteer for such work, the Company may require employees, in reverse seniority, to perform this work. If an employee refuses to perform work in this situation, it will be considered a refusal to work for unemployment insurance purposes.

### ***Section 2***

Extra work will be posted and logged into a record that will be maintained by the Company. Requests by the Union to examine the Company's extra work assignments will be honored.

### ***Section 3***

The Company will endeavor to make all extra work assignments for the weekend, prior to 1500 of the last school day of the week.

### ***Section 4***

The parties understand that Customers have the right to select specific employees for specific assignments. The Company will ask the Customers to provide requests in writing, and such proof will be provided to the Union, upon request. The parties agree that no one will suggest or solicit requests for or against any driver. The Company will make every effort to honor seniority in the application of this Section.

### ***Section 5***

The normal work week shall be considered those assignments contained on the permanent route sheet. Any additional work shall be considered extra work.

### ***Section 6***

There shall be a two (2) hour minimum guarantee for extra work assignments. If a trip is cancelled and the Employee is not notified and reports to work as scheduled on a non-school day, the employee will be paid two (2) hours of their base rate of pay.

## **Article 19 – Discipline and Attendance**

### ***Section 1***

a) No employee covered by this Agreement will be terminated or suspended without just cause. An employee being investigated for possible disciplinary action will be notified of the charges and afforded the opportunity to have union representation at any meeting with management. The Company's determination of an employee's fault shall be reserved until the completion of its investigation. Additionally, the Union, upon request, will be provided with any documents concerning the incident giving rise to possible employee discipline.

b) At least one verbal warning followed by one written warning must be given under the progressive discipline system before a suspension or termination can take place, except as stated in subsection C, below.

c) In the event an employee commits or is alleged to have committed an act or acts serious enough to warrant immediate discharge the Company may take immediate action, without resorting to the progressive discipline system, upon completion of an investigation that warrants such action. If the Company determines it necessary, an employee may be removed from working pending the investigation. If the investigation determines that insufficient cause exists to warrant discipline, the employee shall be paid at the applicable rate and applicable hours for time removed from work. In the event the Company's investigation is not completed within thirty (30) calendar days, the Union and Company shall meet to discuss a mutually agreed upon time frame for completion of the investigation.

d) If the Superintendent of Schools or his/her designee insists upon the removal of a company employee in writing stating with particularity the reasons, for such action, the Company agrees to furnish a copy of the Superintendent's written reasons to the Union. This shall in no way limit

the Union from performing its duty to represent or act on behalf of its members. At the Company's discretion it may choose to offer the employee an alternate work assignment.

e) Any disciplinary action taken by the Company under this provision shall be for just cause and the employee shall have recourse to the grievance and arbitration procedures herein.

f) Employees will not be required to bring a Doctors note unless three (3) consecutive days of illness have transpired.

(g) Employees must notify the company by 5:30 A.M. of the day they are absent. Failure to notify by this time will be considered an unauthorized absence and subject to progressive discipline

## ***Section 2***

Disciplinary actions in the employee's file shall only be used for purposes of discipline as follows:

a) Twelve (12) months from the date of disciplinary action of a minor nature, i.e., oral or written warnings, with no similar disciplinary actions.

b) Eighteen (18) months from the date of disciplinary action of a serious nature, i.e. suspension.

c) Moving traffic violations, preventable collisions, preventable incidents and preventable injuries shall follow the progressive discipline schedule as provided for in the Company Employee Handbook (dated July 1, 2009). Company agrees that any changes to the language of this section of the Handbook will be discussed with the Union prior to implementation.

## ***Section 3***

a) Attendance of employees is critical to a successful school bus operation, the unexpected absence or lateness of one person can delay and interfere with the transportation of our school children.

All employees shall report to work at the sign-on time as designated by the Company. Employees must notify the Company by 5:30 a.m. of the day they are absent. Failure to notify by this time will be considered an unauthorized absence.

Excessive time off for personal reasons will be considered excessive absenteeism and may subject the employee to suspension or termination.

b) DEFINITIONS:

**NO SHOW/NO CALL:** When an employee does not report to work for his/her AM, PM or Mid Day Route and does not call to report his/her absence. This is considered an unexcused absence

**NO SHOW/LATE CALL:** When an employee does not report to work for his/her AM, PM and/or Mid Day Route, but calls in reporting his/her absence late (after sign on time). This is considered an unexcused absence.

**UNEXCUSED ABSENCE:** An unexcused absence is defined as any workday or portion thereof when an employee is scheduled to work but does not and the absence is not excused.

**LATE SHOWS:** Late shows will have a five (5) minute grace period before they may be sent home for their AM, PM or Mid Day. Any employee sent home after arriving for work is charged with an unexcused absence.

**EXCUSED ABSENCES:**

1. Death in immediate family
2. Approved time off or personal leave of absence by Contract Manager in writing
3. Any absence or leave protected by local, state or federal law
4. Out of service at the request of the School District
5. Union leave as per Article 4, Section 5
6. Contagious Diseases

c) A request for a personal leave of absence must be submitted in writing to the Contract Manager at least five (5) calendar days prior to its effective date, whenever possible. All requests for leaves of absence must be submitted and approved by the Contract Manager in writing prior to the employee commencing the requested leave. Granting of personal leaves of absence will be at the discretion of the Contract Manager taking into consideration the business needs of the Company.

d) The following disciplinary actions will apply to unexcused absences in a school year, defined as August 1<sup>st</sup> to July 31<sup>st</sup>.

<i>First Occurrence</i>	<i>Verbal Warning</i>
<i>Second Occurrence</i>	<i>Written Warning</i>
<i>Third Occurrence</i>	<i>Final Written Warning</i>
<i>Fourth Occurrence</i>	<i>One (1) Day Suspension</i>
<i>Fifth Occurrence</i>	<i>Three (3) Day Suspension</i>
<i>Sixth Occurrence</i>	<i>Up to and including Termination</i>

e) An employee who fails to report to work as scheduled or call in prior to his/her scheduled start times for three (3) consecutive working days may be considered to have abandoned his/her job and may be terminated, unless excused by the Company by reason of illness or other disability or other reasonable cause.

f) Employees are expected to schedule appointments during their off time of their scheduled routes. Requests for time off must be approved in writing and in advance.

## Article 20 – Grievances or Disputes

### *Section 1*

Any grievance or dispute which an employee or the Union may have with the Company arising out of the application or interpretation of specific clause or clauses of this Agreement or any policy the Union believes to be unjust shall be adjusted according to the following procedure.

### *Section 2*

Upon request by the Union, the Company will provide to the Union copies of all relevant information, reports and other documents pertaining to the grievance prior to any hearing or as such information becomes available.

Step 1 – The grievance shall be presented by the Union or employee to the Contract Manager within ten (10) working days after the cause of such grievance occurs or should reasonably have been known by the employee to occur. The Contract Manager shall render a written decision with ten (10) working days and state their reasons.

Step 2 – If the grievance is not satisfactorily resolved with ten (10) working days after Step 1 decision is received, the grievance may be presented in writing by the Union to the Region Vice President within ten (10) working days. The Region Vice President or his/her designee shall meet (either in person or via teleconference) with the employee and/or the Local Union Chairperson to determine the outcome within ten (10) working days after submission of the grievance. The Region Vice President or his/her designee shall render a written decision within ten (10) working days following the meeting.

Step 3 – If the grievance or dispute is not satisfactorily resolved in Step 2, the parties may submit the matter to the Federal Mediation and Conciliation Service or any neutral third party agreed upon by parties within thirty (30) calendar days. If neutral cannot mediate the dispute, they shall issue a written decision, which shall not be binding on either party. The mediator's written decision shall not be presented to the arbitrator by either party. The parties agree to utilize mediation for grievances resulting from employee suspensions and/or terminations.

Step 4 – Either party may demand in writing arbitration of any unsettled dispute. The right of either party to demand arbitration is limited to thirty (30) calendar days from the final action taken on such dispute under the last step of the grievance procedure immediately before arbitration.

### *Section 3*

All grievance hearings shall be open unless drivers desire them to be closed. Drivers are entitled to a private hearing at their discretion.



## **Article 21 – Arbitration**

The parties shall jointly request that the Federal Mediation and Conciliation Service provide a list of seven arbitrators. The parties shall select a single arbitrator from the list by alternately striking from the list.

Fees and expenses of the arbitrator and the hearing room shall be the responsibility of the non-prevailing party, which shall be identified by the arbitrator. The expense of any jointly acquired court reporter shall be shared equally by the parties. All other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.

The arbitrator's decision shall be final and binding.

The authority of the arbitrator shall be limited to the interpretation of the Agreement. The arbitrator shall have no authority to amend, modify, change, add to, subtract from, or ignore any provisions of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to establish or change any wage scale or classification. The arbitrator shall have no authority to award any monetary compensation or pay other than actual wages lost, unless said compensation is specifically provided for in this Agreement. The arbitrator shall have no authority to render an award on any grievance occurring before the effective date of the parties' initial Agreement.

The Company agrees to release from work duties an employee who is called as a witness at the arbitration hearing. If an employee is called as a witness by the Company, the Company will reimburse the employee at their daily regular route pay.

## **Article 22 - Safety**

State Requirement for Certificates: The Company shall training and shall pay the Bus Driver at the Bus Driver's rate of pay for all required training for renewal of their School Bus Certificate. The bus Driver may attend, upon approval of Management, Red Cross classes in the application of this rule for hours and pay instead of Company provided training. Upgrading and behind the wheel training shall count for hours and pay towards renewal within the ten hour training requirement. Whenever possible the Company may schedule classes during guarantee hours.

Behind the wheel training, upgrading, or classes mandated by the Company or State Law in addition to the ten (10) hour per year requirement, will be paid at the driver's prevailing hourly rate. Classroom and behind the wheel time while on leave of absence shall be exempted under this provision.

## **Article 23 – Company Duties**

### ***Section 1***

The Company shall provide each driver with a Company Employee Handbook and a copy of this Labor Agreement.

### ***Section 2***

The Company shall be responsible for maintaining and providing adequate supplies and equipment which are required for safe operation of vehicles.

### ***Section 3***

Drivers will not be required to bear the expense of any physical, medical or other examinations or re-examinations specifically required by the Company, by law, or by a regulating body. In the application of this Section, the Company may designate the examining physician.

### ***Section 4***

The Company shall maintain a complete set of all work rules on the premises and available for inspection by any driver or Union representative. This shall include a complete and updated contract containing all side agreements and revised contract interpretations.

## **Article 24 - Driver's Room**

The Company and the Union agree to meet and confer over the driver's room at such time as the Company relocates its facility.

## **Article 25 - Personnel Records**

Upon request by a Bus Driver, authorization will be granted for the Bus Driver or for his/her Union Representative (with employee release), at a time convenient to the Employee and the Company to examine his/her personnel records.

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

## **Article 26 – Miscellaneous**

### ***Section 1***

Bus Drivers may use, but may not move inactive buses parked at the Company location for taking breaks and gatherings.

### ***Section 2***

Permission to park school buses during the day in places other than at the Company location may be granted to a driver, provided the driver has met all Company processes and procedures required for park outs and has obtained prior authorization from the Company.

### ***Section 3***

In the event of an employee's death all monies due to the employee shall be paid to the employee's legal heir.

## **Article 27 – Jury and Witness Duty**

In the event an employee is summoned to serve as a juror, or appear as a witness in court in a work-related action, or is name as co-defendant with the Company, such employee shall be permitted a leave of absence for each day of required presence in court. In the event that an employee is party in the court action, such employee may request a leave of absence.

The Company shall reimburse any non-probationary employee for any loss of wages up to five (5) days if taken from work for jury service during the term of this Agreement, provided the employee delivers to the Company a properly endorsed check or voucher received for jury service.

Employees will be compensated by the Company based at their daily regular route pay.

If an employee is summoned for jury duty or to appear as a witness, the employee must notify the Company immediately upon receipt of the summons.

If requested to do so, the employee must cooperate with the Company in requesting a rescheduling of such jury service.

If the employee is released from jury service one (1) hour before he/she is required to report for his/her PM route, he/she is required to contact the dispatch office to determine if he/she is needed to report to work.

**Article 28 – Bereavement Leave**

In the event of death in an employee’s immediate family, defined as including only the employee’s parents or step parent, spouse, domestic partner, children, brothers, sisters, and mother-in-law or father-in-law, grandmother, grandfather and grandchildren, the employee will be allowed three days with pay, at their daily regular route pay. The Company reserves the right to request proof of death and relationship.

**Article 29 - Sick Leave**

Upon completion of the forty-five day probationary period, employees will accrue one (1) sick day for every 10 weeks worked. This accrual will not exceed five (5) days per year. Sick day accrual will not exceed eight (8) days at any given time, employees will not be entitled to accrue any further sick days until such time as the employee as used sick days and is below the eight (8) day cap.

Unused sick days will not be paid out upon termination of employment.

Sick days may be used for illness and non-occupational injury.

**Article 30 – Health Benefits**

The Company will provide a group medical insurance plan (including health, dental & vision) for all employees who work an average of 20 hours per week for the school year. The employee’s responsibility for the cost of the monthly premiums shall be as follows:

Employee only	25%
Employee plus 1	64%
Employee plus family	75%

**Article 31 – Holidays**

Employees become eligible for holiday pay upon completion of the forty-five day probation period. Paid Holidays are compensated based on the employee’s daily regular route pay. Employees must work the full shift on the scheduled workday preceding and the scheduled workday after the holiday to be eligible for holiday pay. Paid holidays are as follows:

- Thanksgiving Day
- Day after Thanksgiving Day
- Martin Luther King Jr’s Birthday Observance
- Presidents Day
- Memorial Day
- Labor Day (effective on July 1, 2011)

**Article 32 - 401k Plan**

Employees shall be able to participate in the Company's 401k plan in accordance with the eligibility conditions and restrictions of the plan.

**Article 33 – Wages**

***Section 1***

**Drivers' Hourly Wage Rates:**

*Effective Dates:*

	<b>Current Wage</b>	<b>04/01/2010</b>	<b>07/01/2011</b>
<b>0 to 12 months</b>	\$20.00	\$20.00	\$20.00
<b>13 to 24 months</b>	\$22.00	\$22.00	\$22.00
<b>25 to 36 months</b>	\$24.00	\$24.00	\$24.00
<b>37 to 48 months</b>	\$26.00	\$26.40	\$26.65

Explanatory Note: An employee advances to the next step in the wage scale on their Company seniority date.

***Section 2***

Employees shall receive the drivers' wage rate for attendance at all mandatory meetings.

Employees will receive a minimum of two and one half (2.5) hours for routes between 5:45am and 10:00am, and a minimum of two and one half (2.5) hours for routes between 11:00am and 4:30pm. Driver are required to perform all regularly scheduled shifts, including pre-trip, post-trip, local bus fueling and sweeping of their bus within their minimum guarantees. If the employee's route exceeds five (5) hours per day, the following will apply:

- Paid fifteen (15) minutes for performing pre-trip;
- Paid ten (10) minutes for performing post-trip and sweeping;
- Paid fifteen (15) minutes for performing local bus fueling.

Time and one-half the regular rate of pay will be paid for any work over forty (40) hours per week.

**Article 34 - Duration of Agreement**

This Agreement shall become effective upon ratification (unless specifically mentioned herein) until June 30, 2012, and shall continue in force from year to year thereafter, unless either party shall have given sixty (60) days written notice to the other of its desire that same terminate or be amended June 30 succeeding such notice.

**FIRST STUDENT, INC.:**

**UNITED TRANSPORTATION UNION:**

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**Susan Moorehead,  
Regional Operations Manager**

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**Paul Stein  
President**

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**Veronica Ruiz  
Contract Manager, San Mateo**

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**Bonnie Morr  
Alternate Vice President**

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**Kim Mingo  
Director of Human Resources**

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**Peggy Reich**

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**Javier Rodriguez  
Region Human Resources Manager**

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**Debi Belluomini**

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**Donnie Darty**