

**AGREEMENT**

**Between**

**DURHAM SCHOOL SERVICES**

**And**

**UNITED TRANSPORTATION UNION LOCAL 1741**

## TABLE OF CONTENTS

	<u>Page</u>
Preamble -----	2
Article I - Recognition -----	2
Article II - Management Rights -----	2
Article III - Non-discrimination -----	3
Article IV - Seniority -----	3
Article V Reduction in Force -----	5
Article VI - Selection of Routes -----	5
Article VII - Guaranteed Hours -----	7
Article VIII - Leaves of Absence -----	7
Article IX - Disputes -----	8
Article X - Standards of Conduct and Discipline -----	10
Article XI - Attendance -----	11
Article XII - Safety Committee -----	12
Article XIII - Personnel Records -----	13
Article XIV - Union Security -----	13
Article XV - Union Business -----	14
Article XVI - Probationary Employees -----	15
Article XVII - Rates of Pay and Benefits -----	15
Article XVIII - Severability -----	16
Article XIX - Waiver of Bargaining -----	17
Article XX - Governing Law -----	17
Article XXI - No Strike/No Lockout -----	17
Article XXII - Substance Abuse Testing Policy -----	18
Article XXIII - Health Plan -----	18
Article XXIV - Term of Agreement -----	18
Appendix "A" -----	19
Appendix "B" -----	20

## PREAMBLE

This Agreement is entered into by and between Durham School Services (hereinafter referred to as "the Company") and the employee organization of the bargaining unit referred to in this Agreement as the United Transportation Union, Local 1741 (hereinafter referred to as "the Union").

### Article I - Recognition

The Company recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time drivers (including delegated trainers) and mechanics employed at the Company's place of business in San Mateo, California and performing services under the Company's contract with San Mateo County; excluding all other employees, guards and supervisors as defined in the National Labor Relations Act, as amended. Should the Company move its place of business from San Mateo to another location from which it then provides services to San Mateo County, the scope of the bargaining unit work shall remain intact.

### Article II - Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign them work; to promote, demote, transfer, layoff and recall employees to work; to set the standards of productivity and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, the methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees. The Company's failure to exercise any rights, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in any particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. The listing of specific rights in this section is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Company in the past. The Company's retained rights, powers, functions and authority shall not be

subject to negotiation, grievance or arbitration. The failure of this Agreement to make specific provision for, or reference to, any matter or proper subject of bargaining shall not require further negotiation during the life of this Agreement unless mutually agreed to by the Union and the Company.

In a situation in which a provision of this Agreement is in conflict with any of the provisions of the revenue contract between the Company and its customer, the relevant provisions of said revenue contract shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of any of the Company's revenue contract to the grievance and arbitration provisions of this Agreement.

### **Article III – Non-Discrimination**

A. In the administration of this Agreement, neither the Company nor the Union shall discriminate against any employee because of the employee's race, color, sex, religion, national origin, age, ancestry, marital status, medical condition, sexual preference, or against qualified individuals with a disability.

B. An employee claiming a violation of this Article III may elect to proceed under the grievance and arbitration procedure contained in this Agreement or to proceed to an administrative agency or court for adjudication of such claim but the employee may not proceed in both forums. Once an employee proceeds in one forum (grievance and arbitration procedure or administrative agency/court) the employee thereby waives the right to proceed and is foreclosed from proceeding in any other forum with respect to such claim. An arbitrator hearing a grievance that alleges a violation of this Article III is authorized to award only reinstatement and/or back pay to a prevailing grievant and has no authority to award compensatory, punitive or any monetary damages other than back pay.

### **Article IV – Seniority**

A. Subject to the provisions of subsection D of this Article IV, the seniority lists for drivers and mechanics as they currently exist on the effective date of this Agreement shall determine seniority order. New hires shall enter service at the bottom of the seniority list ranked by date an employee first performs revenue-producing service with school bus certification. Seniority shall be defined to include the employee's length of continuous service as a certified school bus driver with the San Mateo Unified School District, subject to other provisions of this Agreement.

B. If more than one (1) employee first performs revenue-producing certified work on a given day, seniority numbers will be assigned based on the date each employee applied for work. The seniority ranking of employees who applied for work on the same date shall be determined by the last four (4) digits of their respective social security numbers.

C. All new employees shall be on probation until the employee has performed revenue-producing certified work in the employee's assigned job for a period of ninety

(90) calendar days from the date the employee first performs work as a certified school bus driver. Employees shall not obtain seniority until completion of the probationary period at which time his or her seniority shall relate back to the most recent date of hire. The Company and the Union may, by mutual agreement, extend, shorten or otherwise alter the probationary period of any new employee. During the probationary period, the Company may layoff, demote, suspend, discharge or otherwise discipline such employee at its sole discretion without recourse by such employee or the Union to the grievance and arbitration procedure set forth herein.

D. If any driver does not pass the CHP testing after an initial three attempts, the driver may be placed on an unpaid leave of absence for a period of 45 days or until allowed by the CHP to renew and complete the CHP testing process, whichever is greater, provided that the driver must diligently pursue completion of the process. If the driver cannot successfully pass the CHP test after three additional attempts within such period, he/she may be terminated at the discretion of the Company. During the personal leave of absence, the driver's seniority will be frozen, his/her route will be held down, and the Company and driver will continue to pay their respective contributions to existing benefit plans.

E. The Company and the Union recognize that from time to time the Company may experience personnel shortages and other circumstances which necessitate the assignment of work performed by bargaining unit employees under this Agreement to Company employees from other Company service centers who are not on the seniority list established under this Agreement. In such instances, the Company may temporarily assign such Company employees as it deems appropriate to perform bargaining unit work. The Company shall notify the Union of the names and wage rates of all such employees within five (5) business days of each such temporary assignment. Where the temporary assignment of any such Company employee from another Company service center continues over more than a thirty (30) day period, the Company shall thereafter pay such Company employee at the rate of pay the employee would otherwise earn under this Agreement as if the employee was covered thereby. In no event shall the Company assign bargaining unit work to any person who is not on the seniority list when any bargaining unit employee is on a layoff and subject to recall under this Agreement.

F. An employee's continuous service and seniority shall be broken and all rights attached thereto forfeited by:

1. voluntary quit;
2. discharge for just cause;
3. absence from work for three (3) working days without advising the Company;
4. failure to return to work on the date specified for recall as set forth in the written notice of recall;
5. layoff of the employee for a continuous period of one (1) year;
6. retirement of the employee;
7. the provisions of Article V;
8. failure to report to work upon the conclusion of an approved leave of absence;
9. acceptance of other employment, including self-employment, during an approved leave of absence;

10. absence from work due to a work-related injury or illness exceeding twelve (12) months in any twelve (12) month period; or
11. absence from work due to a non-work-related injury or illness exceeding six (6) months in any twelve (12) month period.

#### **Article V – Reduction in Force**

A. Reduction of the work force in a given classification shall be in reverse order of seniority. The Company will determine the timing of a reduction in force and the number of employees to be laid off in its sole discretion.

B. If the Company determines to fill a vacancy in a classification in which employees are in a lay-off status and their seniority has not been broken, such employees will be recalled in the reverse order of layoff, i.e., the last employee laid off shall be the first recalled.

C. Such recall shall be by certified letter mailed to the employee's last known address as reflected in the Company's records. The employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date. Failure by an employee to so notify the Company or to return to work on the specified date shall result in loss of all recall rights.

#### **Article VI – Selection of Routes**

A. The Company shall have the right to determine the number of bid periods and their frequency, provided, however, that all routes will be bid for the Fall school year and the summer session at least once a year.

B. Every driver shall notify the Company, on a form supplied by the Company, of whether or not the driver intends to return and drive for the Company for summer school and for the regular Fall school year. For summer school work, each school bus driver shall deliver the completed notification form to the Company by hand delivery or by certified mail/return receipt requested postmarked not later than May 1. For the regular Fall school year, each school bus driver shall deliver the completed notification form to the Company by hand delivery or by certified mail/return receipt requested postmarked not later than July 1. A driver properly notifying the Company of his/her intention to return and who attends the required in-service meeting shall be considered an Eligible Returning Driver under this Article. A driver failing to properly notify the Company of his/her intention to return shall be considered an Ineligible Returning Driver under this Article and shall only be allowed to participate in the summer or Fall, as the case may be, route bidding as provided in Section E of this Article.

C. The Company shall post all available routes not later than five (5) days prior to the first day of the relevant school session unless the Company's customer provides such routes within such five (5) day period in which case they shall be posted as soon as possible. The posting shall include route hours, equipment required, and the geographical location of each route.

D. Each qualified Eligible Returning Driver and new school bus driver who reports to the San Mateo customer service center as scheduled on the route bid day announced by the Company, shall be allowed to bid in order of seniority on any posted route within the zone in which he or she resides or a zone contiguous thereto. Zones shall be consistent with those historically used by the Company. The Company may, in its sole discretion, permit a driver to bid outside his/her zone. There shall be no trading or switching of route assignments or splitting of routes without the Company's prior approval, which may be granted or withheld in the Company's sole discretion. Drivers unable to attend the bidding due to illness or other emergency may designate a fellow co-worker in writing to bid for him/her. If an Eligible Returning Driver fails to report as scheduled on the route bid day, such Eligible Returning Driver shall be considered an Ineligible Returning Driver and shall be subject to the bidding requirements of Section E.

E. A qualified Ineligible Returning Driver may report on the route bid day but shall not be allowed to exercise seniority bid on a route assignment until all Eligible Returning Drivers and new school bus drivers have bid on and been assigned home to school routes. If more than one (1) Ineligible Returning Driver reports on the route bid day, their bidding order, relative to one another, shall be determined by seniority.

F. Any routes remaining unbid upon completion of a route bid day may be assigned by the Company to any driver who is not then regularly assigned to a home to school route. Such routes shall be assigned to unassigned drivers in seniority order by zone. Complete results of the bidding shall be posted within twenty-four (24) hours of the bid completion.

G. If a home to school route of six or more hours per day in duration is permanently vacated by the assigned school bus driver between October 1 and April 30 of any school year, the vacated route shall be posted for a five (5) day period at the San Mateo customer service center on the first business day of the following month. All qualified drivers who reside within the zone of the posted route or in a contiguous zone thereto shall be eligible to bid on the vacated route which shall be awarded by seniority; provided, however, that no school bus driver may bid off his/her existing assigned route more than two (2) times each regular school year. The home to school route vacated by the successful bidder will be subject to the foregoing bid process and thereafter any vacant route may be assigned by the Company in its discretion to any available driver or otherwise covered. The provisions of this Section G shall not be applicable to summer work.

H. The Company shall provide route standards for each route.

#### **Article VII – Guaranteed Hours**

A. Drivers who report to work as and when scheduled for a morning (AM) run and completes such run shall be guaranteed a minimum of three (3) hours work and/or pay for that run which shall include up to fifteen minutes for the driver to complete the pre-trip inspection including all related paperwork and cleanup. Drivers shall adhere to their route standards in completing their AM runs. In the event a driver's run does not utilize the full guarantee, the Company reserves the right to assign other work to the driver in

order to realize the benefit of the guarantee. There shall be no guarantee for noon pulls or for other work performed during a workday. This guarantee shall not apply in the event of circumstances beyond the Company's control.

B. Drivers who report to work as and when scheduled for an afternoon (PM) run and completes such run shall be guaranteed a minimum of three (3) hours work and/or pay for that run which shall include up to five minutes for the driver to complete the pre-trip inspection including all related paperwork and cleanup. In the event a driver did not perform an AM run or the driver is driving a different bus for the PM run, the three (3) hour guarantee shall include up to fifteen minutes for the driver to complete the pre-trip inspection. Drivers shall adhere to their route standards in completing their PM runs. In the event a driver's run does not utilize the full guarantee, the Company reserves the right to assign other work to the driver in order to realize the benefit of the guarantee. There shall be no guarantee for noon pulls or for other work performed during a workday. This guarantee shall not apply in the event of circumstances beyond the Company's control.

C. Cover drivers who work an entire AM and PM shift shall be guaranteed a minimum of seven (7) hours work and/or pay unless a cover driver voluntarily leaves work before the end of his or her scheduled shift in which case the cover driver will be paid for actual time worked. Cover drivers will be paid at the rate of eight (8) hours for holidays subject to the applicable eligibility rules.

D. All employees shall be paid at time and one-half their straight time rate of pay for all hours worked in excess of forty (40) in a workweek.

E. Employees shall be compensated at their base rate of pay for all time spent in attendance at safety meetings and training sessions at which attendance is mandated by the Company.

F. Mechanics who are called back to work in the same work day after leaving work and working a regular shift will be guaranteed at least two hours pay at time and one-half.

#### **Article VIII- Leaves of Absence**

A. The Company shall provide leaves of absence in accordance with applicable state and federal law and this Agreement.

B. The Company will provide an employee serving as a juror with the difference between juror pay and the employee's regular rate of pay for his/her guaranteed hours for up to five (5) days of jury duty. An employee who does not have guaranteed hours shall be paid at his/her regular rate of pay for the number of hours he/she is normally scheduled to work each day.

C. The Company will provide an employee up to three (3) days of paid leave, plus additional unpaid days if needed for travel, in the event of a death of a family member or members of the same household including spouse, parent, child, sister, brother, grandparent, grandchild or parent-in-law. Payment shall be at the employee's regular rate



of pay for his/her guaranteed hours. An employee who does not have guaranteed hours shall be paid at his/her regular rate of pay for the number of hours he/she is normally scheduled to work each day.

D. An employee may request a personal leave of absence of up to thirty (30) calendar days and may, upon the expiration of such leave, request extensions of up to thirty (30) calendar days. Unless a personal leave is otherwise required by applicable state or federal law, the Company shall have sole discretion regarding whether or not to grant such leave and extension(s). Employees who misrepresent facts to obtain a personal leave will be subject to immediate termination. If an employee does not return from leave on the day indicated on the leave application, the employee will be considered to have voluntarily resigned from employment on such day.

### Article IX -- Disputes

A. Grievance Procedure. All unresolved disputes arising during the term of this Agreement concerning the application or interpretation of specific provisions of this Agreement shall be subject to the following procedures:

- Step 1. The grievance shall be presented either by the employee or by a Union representative to the immediate supervisor of the employee within five (5) working days after the cause of such grievance occurs. Before presenting a grievance, the Union agrees that it shall carefully investigate the subject matter in order to ascertain whether a grievance is reasonably justified under the terms of this Agreement.
- Step 2. If the grievance is not satisfactorily adjusted within five (5) working days after presentation under Step 1, the grievance may be presented in writing by the Union to the General Manager, or to such representative as she or he may designate, detailing the basis of the grievance, the provisions of the Agreement allegedly violated, the remedy sought and the date on which the grievance was presented under Step 1. Within five (5) days, the General Manager or his/her representative shall meet with the employee or the Union to determine the outcome.
- Step 3. If the grievance is not satisfactorily adjusted within five (5) working days after presentation under Step 2, either the Union or the Company may, in writing, demand arbitration as provided in Article IX (B).

The agreement of the parties reached at any of the steps provided in this Article IX shall be considered as final and binding upon the Company, the Union and all bargaining unit employees.

B. Arbitration. If the grievance is not satisfactorily adjusted within the five (5) day period referred to in Step 2 above, either party may demand arbitration by written notice

to the other. Such written notice of arbitration must be delivered to the other party within ten (10) working days after presentation under Step 2.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, or to establish wage scales, or rates on new or changed jobs, or to change any wage or benefit rate.

The parties shall select an impartial arbitrator within ten (10) calendar days of the written demand for arbitration. In the event the parties are unable to mutually agree upon the impartial arbitrator, the parties shall then jointly request that a panel of arbitrators be provided by the American Arbitration Association. Within five (5) days following receipt of the panel, the Company and the Union shall alternately strike one (1) name from the list until only one (1) name remains. The parties shall decide on order of first removal by the flip of a coin.

Each party shall bear its own costs of arbitration, except that fees and expenses of the arbitrator and reporter, cost of the original copy of the transcript and hearing room shall be shared equally by the parties.

It shall be the duty of the arbitrator to the Union and the Company to make his or her best effort to render a decision within thirty (30) calendar days after the matter has been finally submitted. Priority shall be given to deciding discharge cases and the arbitrator shall make his or her best effort to decide such cases within ten (10) calendar days after the matter has been finally submitted.

The arbitrator's decision shall be final and binding on the Company, on all bargaining unit employees and on the Union. Management rights reserved to the Company herein are not subject to arbitration.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less all amounts the employee earned elsewhere during the period in question, less any unemployment compensation received (unless the employee documents his/her repayment of such unemployment compensation) or compensation for personal services that he or she may have received or could with diligent effort have received from any source during the period in question, so long as any of said earnings or compensation were only made possible by the discharge from employment. The Union and the employee agree to promptly and fully respond to any request by the Company for information regarding all such earnings, compensation or remuneration.

C. General Rules. No grievance shall be filed or processed based upon facts or events which have occurred prior to five (5) working days before the grievance is filed. Grievances shall be processed from one step to the next within five (5) working days. The time limits expressed in this grievance procedure may be extended only by mutual agreement of the parties expressed in a writing signed and dated by them. Any grievance not carried to the next step within the prescribed time limits, or such written extension which may have been agreed to, shall be automatically closed upon the basis of the last disposition.

When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is to become part of his or her permanent personnel record, the Union will promptly be sent a copy. Such disciplinary action shall be deemed final and binding unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Union.

#### **Article X – Standards of Conduct and Discipline**

A. The Company shall have the right to discipline or discharge any employee for cause.

If the Company is required to remove an employee from a route or employment at the customer's request, the Company shall comply with the request in all cases and any such removal shall not be subject to the grievance and arbitration procedures herein. In the event an employee is removed from a route (but not the customer contract) at the customer's request but is thereafter permitted by the Company to remain in the Company's employ, the employee shall be eligible to fill a then open route for which the employee is qualified subject to the approval of such school district or other customer and subject to the route bidding procedures set forth in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement including this Article X, the Company shall have the right to immediately discharge an employee without warning and without utilizing the progressive disciplinary process set forth below in the event the employee commits a serious offense as determined by the Company.

B. Progressive disciplinary steps in the Company's normal corrective discipline process are as follows:

- A. Oral Warning.
- B. Written Warning.
- C. Final Written Warning or Suspension Without Pay.
- D. Discharge.

Notwithstanding the foregoing, the Company reserves the right to suspend an employee without pay pending the Company's investigation of the subject offense(s). The progressive disciplinary steps set forth above do not necessarily apply in all cases. The Company reserves the right, in its sole discretion, to evaluate each situation on its own merits and to impose the discipline, including discharge, which the Company reasonably believes is necessary or appropriate.

#### **Article XI – Attendance**

A. All employees are responsible for good attendance and punctuality. This means reporting to work on time each scheduled work day.

B. An "absence" or "occurrence" is defined as one or more scheduled consecutive work days (or any part of a work day) when an employee is not at work. An employee who is absent for more than one-half of his/her scheduled workday will be assessed one occurrence. An employee who is absent for one-half or less of his/her scheduled workday will be assessed one-half (1/2) of an occurrence. An employee who misses more than one consecutive day for the same illness or medical condition will be assessed one absence. The first employee who has requested (and been granted) time off on a particular day in accordance with Company policy will not be assessed an occurrence for such time off.

C. In order to avoid the appearance of bias or favoritism, there will be no determination as to whether the absence is excused or unexcused. Regardless of whether the employee obtains a note or medical excuse from a healthcare provider, the absence will still count as an occurrence for the purposes of this policy. The only absences which will be exempt from this policy will be military, jury, bereavement, FMLA, work-related injury, and certain other pre-scheduled leaves provided for in this Agreement.

D. Nine (9) occurrences in twelve (12) consecutive months will be considered excessive absenteeism. In an effort to address attendance problems promptly and effectively, progressive corrective action will be implemented in the following circumstances:

<u>No. of Absences</u>	<u>Action to be Taken</u>
Three (3) Absences	Verbal Warning
Six (6) Absences	Written Warning
Eight (8) Absences	Final Written Warning
Ninth Absence	Termination

Notwithstanding the foregoing, following a Final Written Warning, the affected employee will serve a six (6) month probation period during which any additional absence will result in discharge. An employee is not eligible for transfers or promotions while a Final Written Warning is in effect.

E. Employees who fail to notify their supervisor prior to their designated check-in time will be considered a no-call/no-show. The following progressive corrective action will be utilized for no-call/no-show violations:

<u>No-Call/No-Show</u>	<u>Action to be Taken</u>
First	Verbal Warning
Second	Written Warning
Third	Termination

F. Three (3) consecutive days of no-call/no-show violations will be considered job abandonment and the employee will be considered as having resigned his or her position with the Company.

G. It is the employee's obligation to notify the customer service center if the employee cannot report to work by their scheduled report time. The employee must contact the customer service center between 5:30 and 5:50 A.M. to report that they will not be in attendance that day and the reason therefor. Employees who are absent from work shall telephone the customer service center before 4:00 P.M. to report whether they will be in attendance the following day.

H. The Company may require an employee to produce a doctor's note or a certificate from a health care provider to substantiate an illness, injury or other health related absence of three (3) or more consecutive days.

### **Article XII – Safety Committee**

A. The Safety Committee shall be composed of a minimum of six (6) members including two management representatives (one of whom shall serve as Committee Chair) and a minimum of four (4) driver employees. The Safety Committee will review all motor vehicle accidents and work-related injuries to determine the root cause and recommend prevention measures. The Safety Committee is also responsible for detecting and making recommendations for eliminating unsafe conditions, practices, procedures and policies and for promoting safety awareness among employees. The Safety Committee will meet a minimum of once a month throughout the school year and may meet more often to review accidents and injuries in a timely manner. The driver members of the Safety Committee will be paid at their regular rate of pay for all time required of them for Safety Committee business.

B. Two (2) driver members of the Safety Committee shall be elected by a majority of the unit employees working in the school bus driver classification from a list of volunteer candidates who meet the eligibility criteria. Eligibility criteria includes no preventable accidents within the past twelve (12) month period, no attendance warnings in the past twelve (12) month period, adequate safety knowledge, willingness to help, leadership skills and overall positive safety attitude. These driver members will serve for a minimum six (6) month term and will be subject to immediate removal in the event of a preventable accident or attendance warning during their term.

### **Article XIII – Personnel Records**

A. Employees shall be granted access to their own personnel file/records in accordance with state and federal law. The Company will not release any information in an employee's personnel file to outside sources other than the dates of hire and separation unless legally required to do so.

B. When a written disciplinary warning is placed in an employee's file, a copy will be given to the employee and transmitted to the Union in a timely manner.

### **Article XIV – Union Security**

A. Employees are not obligated to join the Union; however, as a condition of employment, all employees within the scope of this Agreement, not later than the thirtieth (30th) day of employment or the effective date of this Agreement, whichever is later, shall tender to the Union an amount equal to the monthly dues and assessments uniformly charged by the Union to all employees who are members of the Union, and shall thereafter tender such monthly dues and assessments no later than the fifteenth (15th) day of each calendar month of employment. Employees who have valid objection to the expenditure of dues for reasons other than those amounts necessary for the Union to perform its duties as the exclusive representative of the employees in dealing with labor management issues may request an adjustment to the extent provided by law.

B. The Company will advise the Secretary Treasurer of the Union of all employees entering or leaving or being recalled to service in a timely manner.

C. The Company agrees to check off all dues and assessments levied by the Union on its employees, and will deduct from the employees' wages all such dues and assessments, and will remit same monthly to the Secretary Treasurer of the Local, provided that the affected employee has signed an authorization card that 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 employees 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. The Company shall have no responsibility for the collection of dues or other monies not in accordance with this Agreement including from employees whose employment terminates prior to the remittance of any such monies by the Company. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever (including attorneys' fees) which may arise out of or by reason of actions taken or omitted by the Company for the purpose of complying with this Article.

D. An employee who, because of historically held religious beliefs, objects to joining or financially supporting labor organizations shall comply with the provisions of Section A of this Article if applicable, except that, in lieu of tendering payment to the Union, such an employee shall pay the amount of monies specified under such paragraph to a Section 501 (c) (3) charity, as selected by the employee. Not later than the one hundred eighty first working day after the tender dates specified in Section A of this Article XIV the employee shall deliver to the Union shop steward a dated receipt from the charity indicating the payment of the required amount was received by the charity on or before the applicable tender date.

#### **Article XV – Union Business**

A. Local Committee of Adjustment. The Company recognizes the right of bargaining unit employees to elect a Local Committee of Adjustment (the LCOA), consisting of a Chairperson, Vice Chairperson and Secretary. The LCOA shall be chosen from among active employees on the Company seniority list. The LCOA, together with the Union President and, if deemed appropriate by the Union President, legal counsel, shall comprise and serve as the Union's exclusive representative for purposes of

collective bargaining and grievance adjustment. Members of the LCOA may not conduct Union business during working hours unless required to do so by the Company. LCOA members shall have no authority to take or encourage strike action or any other work stoppage, slowdown or other action interrupting or impeding the Company's business or operations during the term of this Agreement. The Union shall promptly provide the Company with the names of the LCOA members and shall immediately notify the Company in the event there is a change in any member. The Company shall have no obligation to recognize or deal with any person as a LCOA member other than those persons whom the Union has notified the Company in accordance with this Article XV.

B. Bulletin Boards. The Union may post on a bulletin board provided by the Union and approved by the Company exclusively for that purpose, notices of Union recreational or social affairs, Union elections, appointments, and results of Union elections, Union meetings and educational classes, or lauding employee accomplishments. Such notices shall not be defamatory to the Company nor to an employee of the Company. In no event shall the bulletin board be used by the Union to disseminate propaganda of any kind including, without limitation, any information regarding any dispute between the Union and the Company, to distribute any political pamphlets or any other political matter, or for advertising. Any notice proposed to be posted by the Union shall first be submitted to the Company's General Manager or his/her designee. The Company reserves the right to remove any notice the Company deems to be inappropriate.

#### **Article XVI – Probationary Employees**

New employees hired on or after the date this Agreement is executed and employees transferred to different job classifications shall be termed probationary employees and shall be on a probationary status for ninety (90) calendar days following the date the employee first begins work. Time off for illness, injury, layoff, strike, or other interruption of employment shall not be credited toward the completion of the probationary period. The layoff, discharge, termination or discipline of probationary employees shall be without recourse by the employee or the Union to the grievance procedure of this Agreement. The parties agree that benefit eligibility shall be determined by the individual benefit plan. The length of the probationary period shall have no effect on benefit eligibility.

#### **Article XVII – Rates of Pay and Benefits**

##### **Cost of Living Adjustment.**

Effective as of the first full two week pay period occurring after beginning of each new Fall school year following the date of this Agreement, the wages of all drivers shall be adjusted by the same cost-of-living adjustment percentage provided to the Company by the San Mateo Office of Education ("SMCOE") under the revenue contract ("COLA"). If for example, the COLA increase to the Company in September 2009 equals three (3%), then the wages in effect in September 2009 would increase by three percent (3%) in September 2009. For mechanics, the wage adjustment shall be effective

as of June 1<sup>st</sup> of each year based upon the expected COLA for September of the then current year.

**A. Wages.**

Mechanics

All Mechanics COLA

Drivers

All Drivers COLA

**B. Hourly Premium Rates.**

Wheelchair Driver \$.45  
Cover Driver \$.75  
Delegated Trainer \$.75

(Note: Premium rates paid for work performed in identified categories)

No employee shall suffer a wage reduction by reason of the execution of this Agreement.

The Company shall pay the employee's DMV and CHP renewal fees for a California school bus certificate or driver's license and for any DOT required medical exams performed by the Company designated physician.

The Company shall pay employees at their base rate for attendance at all mandatory in-service meetings held by the Company.

**C. Accumulated Time Off.**

All accumulated time off shall be paid out to drivers by June of each year.

**D. Holidays.**

All non-probationary mechanics shall receive the current paid holidays (8 hours pay per holiday) in effect on the date of this Agreement and up to two weeks' vacation time per anniversary year accrued at the rate of 6.7 hours per calendar month worked. After eight years of employment, a mechanic will receive up to three weeks' vacation per year accrued at the rate of 10 hours per calendar month worked.

All non-probationary drivers shall receive paid holidays (6 hours pay per holiday) as follows:

Veteran's Day



Thanksgiving Day  
Day after Thanksgiving  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Fourth of July

To be eligible for holiday pay, an employee must work the entire scheduled workday before and after the holiday. No payment will be made for holidays not worked to employees on a leave of absence for any reason or layoff. Drivers must work during the summer school session to be eligible for Fourth of July holiday pay.

If an employee works on a designated holiday, he/she will be paid their regular rate for all hours worked in addition to the holiday pay.

#### **Article XVIII – Severability**

If any Article, Section or paragraph of this Agreement or of any Supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section or Supplement is restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and of any Supplement thereto, or the application of such Article, Section, paragraph or Supplement, to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Notwithstanding the provisions of Article XIX of this Agreement, the Company and the Union shall meet to negotiate an Article, Section or paragraph to replace that adjudged to be invalid.

#### **Article XIX – Waiver of Bargaining**

The parties expressly acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Accordingly, for the life of this Agreement, the Company and the Union each voluntarily and unqualifiedly waive the right to bargain collectively and each agree that the other shall not be so obligated with respect to any subject matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement.

#### **Article XX – Governing Law**

Insofar as the interpretation of this Agreement is governed by state law, the law of the State of California shall be the applicable law.

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

A. Under no circumstances will the Union or its agents cause or encourage its members to cause, nor will any employee take part in or encourage any strike, slowdown, stoppage of work or any other economic action affecting the Company, or engage in any curtailment of work or restriction of service or interfere with the operations of the Company, or cause or engage in any picketing during the term of this Agreement. Article XXI shall also apply if an extension of this Agreement is in effect. Violation of the provisions of this Section A by any employee shall be grounds for disciplinary action up to and including discharge.

B. It is further expressly understood and agreed that, should any act in violation of the intent of this Article occur during the life of this Agreement, the Company or Union may seek injunctive or other appropriate equitable relief in a court of competent jurisdiction.

C. The Company shall not lock out any employees during the term of this Agreement. Temporary or permanent shutdown by the Company for economic reasons beyond its control shall not be considered a lockout.

### **Article XXII- Substance Abuse Testing Policy**

In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the parties have adopted the drug and alcohol policy set forth in Appendix "B" which is attached hereto and expressly made a part of this Agreement. The parties agree that the Company may unilaterally amend such policy consistent with changes thereto applicable to all employees employed within the Company's school bus operations.

### **Article XXIII- Health Plan**

During the term of this Agreement, the Company agrees to continue to offer medical, dental and vision plans as selected by the Company. A portion of the medical premium for employee only coverage shall be paid by the Company. Effective as of the first full pay period in October 2008, the full cost of any other medical coverages elected by the employee (i.e., employee plus spouse or children or family) shall be borne solely by the employee except that the Company shall pay \$10.00 per employee premium payment towards the cost of such other coverages. Effective as of the first full pay period in October 2008, the current medical plans and premiums to be paid by the employees are set forth in Appendix "A" which is attached hereto and expressly made a part of this Agreement. If the medical insurance premium rates charged by any carrier increase for employee only coverage, the Company and the Union will share in paying such increase on a 75% (Company) - 25% (Employee) basis, provided that in the event of any such material increase the Union and the Company will meet and confer to consider possible alternative medical plans, provided further, however, that the final decision on which medical plan(s) are offered by the Company shall rest solely with the Company.

Premium increases other than for employee only medical coverage shall be borne solely by the employees.

**Article XXIV- Term of Agreement**

This Agreement shall be in full force and effect from October 1, 2008 through July 31, 2009, and shall continue from year to year thereafter unless written notice of desire to modify, cancel or terminate the Agreement is delivered by either party to the other at least sixty (60) days prior to the date of expiration.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of October 1, 2008.

United Transportation Union 1741

By: [Signature]

Title: United Transportation Union  
Alt. Vice Pres. Bus West  
10/15/08

Durham School Services

By: [Signature]

Title: Sr. V.P.

**APPENDIX "A"**

**DURHAM SCHOOL SERVICES  
San Mateo Customer Service Center  
Effective October 1, 2008**

**DRIVERS:\***

**Pacificare HMO**

Employee only coverage: Employee pays \$99.66 per paycheck.

**Kaiser HMO**

Employee only coverage: Employee pays \$86.23 per paycheck.

**Starbridge Choices – Cigna**

Level 1 – Employee only coverage: Employee pays \$33.40 per paycheck

Level 2 – Employee only coverage: Employee pays \$64.14 per paycheck

Level 3 – Employee only coverage: Employee pays \$98.31 per paycheck

\* For drivers, twelve months of insurance premiums are deducted over a nine (9) month period (17 paychecks).

**MECHANICS:\*\***

**Pacificare HMO**

Employee only coverage: Employee pays \$40.72 per paycheck.

**Kaiser HMO**

Employee only coverage: Employee pays \$43.84 per paycheck.

\*\* For mechanics, insurance premiums are deducted over a twelve (12) month period (24 paychecks).

**APPENDIX "B"**

**DURHAM SCHOOL SERVICES  
San Mateo Customer Service Center**

**Substance Abuse Testing Policy**