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**ORIGINAL**

**Collective Bargaining Agreement**  
**between**  
**First Student (San Rafael, California)**  
**and**  
**United Transportation Union**

**Effective Dates:**  
**July 5, 2006 (Ratification Date) until June 30, 2008**

## **Article 1 - Recognition**

### ***Section 1***

This Agreement, therefore, is entered into by the employee organizations of the bargaining unit referred to in this Agreement as United Transportation Union ("Union") and First Student, Inc. ("Company") and its successors and assignees.

Pursuant to National Labor Relations Board Certification of Representative, Case 20-RC-17690, dated September 20, 2001, the Company recognizes the Union as the exclusive collective bargaining representative for:

All full time and regular part time bus drivers employed by the Employer at its 59 Jordan Street, San Rafael, California facility; excluding all other employees, mechanics, dispatchers, trainers, office clerical employees, guards and supervisors as defined in the Act.

## **Article 2 - Non-Discrimination**

### ***Section 1***

The Company and the Union mutually agree that there shall be no discrimination against any employee or applicant for employment because of sex, age, creed, race, color, political belief, or Union affiliation or Union related activities.

## **Article 3 - Union Representation**

### ***Section 1***

The Company will deal with representatives of the Union. The Union will designate such representatives and notify the Company immediately, in writing, of the names and offices held by such representatives and changes that occur.

### ***Section 2***

The Local will have Local Committee of Adjustment, which shall be composed of the Local Chairperson, Vice Chairperson, and the Secretary.

### ***Section 3***

The Company agrees to pay the Committee of Adjustment 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 4**

The Company will release a Union Officer for the purpose of conducting Union Business, whenever a written request is made to the proper official of the Company 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.

**Section 5**

The Company will make available to the Union a bulletin board. The Company will permit the Union or its representatives to distribute Union Literature. A *courtesy* copy of all postings and/or documents to be distributed shall be provided to the Contract Manager prior to posting or distribution. No defamatory or derogatory material concerning the Company, any of the Company's employees, or the Company's client shall be permitted.

**Section 6**

*Re* The Company agrees to have as part of the New Driver Training Program, two (2) hours 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 these two (2) hours will be unpaid and will not be credited toward State required training.

**Section 7**

*Once  
week  
all  
Drivers  
in  
Car* The Company and the Union will set up a regularly-scheduled time and day to meet once per week for one (1) hour to discuss upcoming changes, grievances and disputes. This meeting can be cancelled by either party with twenty-four (24) hours notice for good reason.

**Article 4 – Seniority**

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) Seniority of all new employees shall commence at the 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 last (4) digits of their respective social security numbers shall determine the seniority ranking of employees who applied for work on the same day.

b.1.) A current seniority roster of Bus Drivers shall be posted every sixty (60) days on the fifteenth (15<sup>th</sup>) of the month. Any Bus Driver protesting his/her seniority position must do so within ten (10) working days after posting, otherwise the roster shall be accepted as correct.

c) The Company shall not assign work to any person who is not on the seniority list except when no one in the bargaining unit is available. In the event that outside help is used to fill this contract, the San Rafael wage scale (found at Article 19) will apply according to Company seniority.

d) Reduction of the work force in a given classification shall be in reverse order of seniority laid off employees in a given classification shall be recalled in order of seniority, i.e. the last laid off employee shall be the first recalled.

e) Drivers shall have Company wide seniority and yard seniority. Company wide seniority will be used for the accumulation of pay and benefits.

f) An employee and/or a LCA member may examine the employee's personnel work record at the Company's office. That record will only be opened to said employee and the LCA member with the employee's permission.

## **Section 2**

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

1. If he/she voluntarily leaves the Company's employ;
2. If he/she is discharged for just cause;
3. If he/she is absent from work for three (3) consecutive working days, without notification to the Company;
4. If he/she fails to return to work within seven (7) days after receipt of a registered or certified letter mailed to his/her last known address, as shown on the Company records;
5. If the Superintendent of Schools or his/her designee insists upon the removal of a company employee in writing stating with particularity the reasons therefore. 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.
6. Loss of school bus, or motor vehicle driving privileges (if found not guilty, the employee is reinstated with full seniority.)
7. A driver has been on personal business leave for more than six (6) consecutive calendar months, or twelve (12) aggregate calendar months within a twenty-four (24) month period.

## Article 5 – 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. Bus drivers 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*

Bus Drivers 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 Christmas vacations. Indefinite layoff shall be any layoff other than seasonal.

#### *B. Normal Seasonal Layoff*

1. All normal seasonal layoffs shall be effective the day after the last day of school for Spring, Summer, Christmas and ski-week vacations.
2. In the case of Summer layoff, notice of recall shall be the annual written bidding notification. Notices of recall from Christmas, Spring and ski-week layoff shall not be required.

#### *B. Indefinite Layoff*

1. It is the responsibility of the Company to inform the Union and all operators of indefinite layoff. Bus Operators 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: Seniority shall govern all recall procedures. Laid off Operators shall be recalled in order of seniority until the last laid off Operator on the seniority list has been recalled.

### *Section 4*

The Company shall notify all laid off Operators by certified mail. The Operator and Aide 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.

### *Section 5*

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 6***

All normal seasonal layoffs shall be effective the day after the last day of school for summer and Christmas vacation and any other normal school closing.

No notice of layoff or recall shall be required for the above school closing.

**Article 6 – Assignability**

***Section 1***

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

**Article 7 – Discipline**

***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 afforded the opportunity to have union representation at any meeting with management. Additionally, the Union, upon request, will be provided with any documents concerning the incident giving rise to possible employee discipline.

b) At least one warning must be given under the progressive discipline system 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 or suspension, the Company may take immediate action.

d) 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.

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

**Article 8 – Disputes**

***Section 1***

a) Any grievance or dispute which an employee of 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.

b) 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 five (5) working days after the cause of such grievance occurs or should reasonably have been known by the employee to occur.

Step 2 – If the grievance is not satisfactorily resolved within ten (10) working days after Step 1, the grievance may be presented in writing by the Union to the Region Vice President within five (5) 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 President or Vice President 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 five (5) 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) 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.

## **Article 9 – Arbitration**

### ***Section 1***

The parties shall jointly request that the Federal Mediation and Conciliation Service provide a list of eleven 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 shared equally by the parties. No transcripts shall be taken at the hearing.

The arbitrator's decision shall be final and binding.

The authority of the arbitrator shall be limited to the interpretation of the Agreement. He shall have no power to add or subtract from or modify any of this part of this Agreement, nor shall he have power to establish or change any wage scale or classification.

## Article 10 - Extra Work

### *Section 1*

Extra work shall be offered to available and qualified employees in a given classification by seniority except in the case of emergency. During Layoff periods including Christmas, and Easter break seniority assignments shall not rotate.

To be eligible to select extra work, the extra work must not conflict with the employee's regular assignment(s) and must not put the employee over forty (40) hours for the week.

When offered extra work according to seniority, drivers 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 drivers volunteer for such work, the Company may require drivers, in reverse seniority, to perform this work. If a driver refuses to perform work in this situation, it will be considered a refusal to work for unemployment insurance purposes.

### *Section 2*

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

Extra work will be posted and logged into the record that has been awarded. Reasonable 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.

If a trip is cancelled, and the Bus Driver is not notified and reports to work as scheduled on non school day, no less than the applicable minimum guarantee shall apply.

The parties understand that the School District and Charter Customers have has the right to select specific drivers for specific assignments. The Company will ask the District and Customers to provide requests in writing, and such proof will be provided to the Union, upon request.

### *Section 4*



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

## Article 11 – Open Routes

### *Section 1*

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

1. A driver vacates a route;
  2. A driver is terminated or resigns;
  3. The Contract Manager is properly notified of and approves a driver's request for a leave of absence of more than thirty (30) days.
- a) 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.
- b) Open bidding shall begin immediately and bids shall remain posted for three (3) days. The successful bidder shall take over the route on the next day. The most senior driver qualified on the equipment shall be awarded the route.
- c) Should any driver'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 drivers may bid on any open route.

### *Section 2*

- a) 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 12 – Bidding

### *Section 1*

- a) If possible, the Company shall mail notification to all drivers two (2) weeks prior to the first regular school year bid. These notifications shall include the following information.
- b) 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 contain the following:

1. Hours
2. Specific type of equipment

- c) Each qualified bus driver in order of seniority shall bid on any route posted and after his/her bid.
- d) Bus drivers unable to attend bidding shall delegate their bidding in writing to a Union representative or another driver who shall bid for them.
- e) The same procedures shall apply to summer school work, ski-week, Christmas break, spring break, and District layoff days.
- i) Bidding for summer school work shall be by seniority. Those who do not obtain a route will be subsequently laid off for the summer session whether they choose to exercise their seniority or not.
  - ii) Any forced assignment shall be in reverse order of seniority.
  - iii) When offered extra work according to seniority, drivers may decline to exercise their seniority to perform to perform extra work without this being considered a refusal to work for unemployment insurance purposes. However, if an insufficient number of drivers volunteer for such work, the Company may require drivers, in reverse seniority, to perform this work. If a driver refuses to perform work in this situation, it will be considered a refusal to work for unemployment insurance purposes.

### Article 13 - Leave of Absence

#### *Section 1*

a) Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Company. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Company. During the period of absence, the employee shall not engage in gainful employment. In no case shall a leave of absence exceed six consecutive months.

Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. This Section is not intended to supersede any applicable rights available under the rules and regulations of the Family Medical Leave Act.

b) The company shall pay the Bus Driver for any time lost while on jury duty, including jury selection and witness duty, so long as the employee is appearing under subpoena and is not testifying against the Company or a fellow employee, provided that the Bus driver shall turn in the court appearance certificate and jury fee, if any before the Company will compensate the Bus Driver for the time lost. All holidays for which the employee is otherwise eligible shall also be compensated.

c) A Bus Driver who is called for jury duty service will cooperate with the Company to obtain postponement of jury duty during the normal school year.

d) A Bus Driver who is called for witness duty in a court shall be counted as an excused absence.

e) Military leave – The Company and the union agree that they will comply with all Federal and State Laws regarding Veterans re-employment rights.

#### **Article 14 – Life Insurance**

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

The Company shall provide a paid Life Insurance Program covering each employee who has completed probation with \$ 5,000 of life insurance.

#### **Article 15 – Health Benefits**

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

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. Effective October 1, 2005, the Company shall contribute seventy-five percent (75%) toward the cost of monthly premium for Employee-only coverage. Effective October 1, 2007, the Company shall contribute eighty percent (80%) toward the cost of monthly premium for Employee-only coverage. The difference between the Company contribution and the monthly premium charges by the insurance company shall be paid by employee electing coverage. Employees may elect, at their own cost, to participate in the additional levels of coverage.

The employee contribution (deductions) toward this coverage shall be done on a thirty-five (35) week basis for twelve (12) months of coverage.

New employees shall be eligible to participate in the Company's health insurance program after completion of the probationary period. Premium charges will be pro-rated accordingly, using the 35-week cycle.

#### **Article 16 – Bereavement**

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

In the event of death in the employees immediate family, defined as including only the employees' parents or step parent, spouse, 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 17 – Holidays**

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

Employees become eligible for holiday pay upon completion of the ninety-day probation period. Paid Holidays are compensated based upon employee's average daily hours for a previous two-week period. 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
- Martin Luther King Jr's Birthday
- Presidents Day
- Labor Day
- Memorial Day
- Fourth of July
- Veterans Day

**Article 18 - 401 K Plan**

***Section 1***

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

**Article 19 - Wages**

***Section 1***

**Drivers' Hourly Wage Rates:**

***Effective Dates:***

	<b>Current Wage</b>	<b>9/1/05</b>	<b>9/1/06</b>	<b>9/1/07</b>
<b>Starting</b>	\$13.50	\$13.75	\$14.00	\$14.25
<b>Step 2</b>	\$14.00	\$13.87	\$14.13	\$14.39
<b>Step 3</b>	\$14.00			
<b>Step 4</b>	\$14.50	\$14.39	\$14.39	\$14.52
<b>Step 5</b>	\$14.50			
<b>Step 6</b>	\$14.75	\$14.90	\$14.79	\$14.78
<b>Step 7</b>	\$15.25	\$15.25	\$15.30	\$15.20
<b>Step 8</b>	\$17.00	\$17.45	\$17.93	\$18.41
<b>Step 9</b>	\$17.00			
<b>Step 10</b>	\$17.00			

Explanatory Note: Each September 1<sup>st</sup>, an employee advances to the next step in the wage scale.

***Section 2***

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

There shall be a \$0.35 per hour differential added to above rates for wheel chair routes. (effective 9/1/02)

All drivers are guaranteed five (5) daily hours if the driver performs all regularly scheduled shifts. (Effective 9/1/02).

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

In the event an employee is run-around the Company shall make whole all lost wages because of that run-around.

### ***Section 3***

Unless changed at the region or corporate level, the current pay period will continue in effect. The current payday procedures and payday will continue in effect.

### ***Section 4***

No employee shall receive a reduction in rate of pay as a result of these negotiations.

## **Article 20 – Union Shop**

### ***Section 1***

The company agrees, as a condition of continued employment, that all Employees in the service of the Company and covered by this Agreement on the effective date of this Agreement, shall become members of the Union after (90) calendar days of the effective date of this Agreement, and as a condition of continued employment, maintain their membership in the Union in good standing.

a) All new Employed covered by this Agreement shall be come members of the Union, and thereafter maintaining their membership in good standing, after thirty-one (31) calendar days from the date of the assignment of their employment.

### ***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 21 – Check-Off**

### ***Section 1***

For all employees who are members of the Union on the effective date of this Agreement and for all employees who thereafter become members of the Union during the terms of this Agreement, the Company will check-off advance monthly dues, insurance and assessments as designated by the Treasurer of the Local, on the basis of and for the term of individually signed voluntary check-off authorization cards heretofore and thereafter submitted to the Company.

### ***Section 2***

The Company will deduct all union deductions from the second payroll period of the month. When there is not sufficient money earned to meet the amount of the deduction, then said amount shall be paid by the member to the Treasurer of the Local or other designated representative of the Union on or before the last day of the covered period. Check-off authorization remains in full force and effect until revoked in writing.

### ***Section 3***

The Company shall remit to the Treasurer of the Local within thirty (30) days of such deductions all monies so deducted. The monies deducted for the month will be remitted with an itemized check-off listing.

### ***Section 4***

It is understood and agreed that the Union will defend and indemnify and hold the Company harmless from any and all claims that may be made against it by the Company's compliance with this provision of the Agreement.

## **Article 22 – Service Letter**

### ***Section 1***

At the termination of an employee's service with the company they may request a letter from the Company stating their term of service and the capacity in which they were employed.

## Article 23 – General

### **Section 1**

Written communications between the Company and U.T.U. will be answered promptly in writing.

### **Section 2**

Employees attending court, inquest, or investigations under instruction of the Company, will be paid for all time at their hourly rate and necessary expenses.

### **Section 3**

Upon request by an Employee, permission will be granted for the employee, at the earliest convenient time to such Employee and the Company, to examine his personnel and attendance record. Any portion of the record not comprehensible to the Employee will be explained. An employee's attendance/absenteeism record will be wiped clean at the beginning of each school year.

### **Section 4**

Any employee who is involved in an accident will receive written notification whether that accident is deemed to be either preventable or nonpreventable and will set forth any restraining that is required. A copy of the notification will be sent to the Chairman. This accident determination by the Company as to preventability will be made and written notice sent to the Operator and Union Chairperson within thirty (30) days of the accident.

### **Section 5**

In the event a driver notifies dispatch prior to his/her sign-in time of a potential late arrival, the dispatcher shall not assign a drivers route to someone else until 10 minutes past their sign-on. If the driver arrives during this period they shall claim their route but will be considered to have broken their guarantee.

## Article 24 – Separability of Sections and Amendments

### **Section 1**

a) 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.

b) 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 sections, 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 25 - No implied Waiver**

If at any time the UTU or the Company elect 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 26 - 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, 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. The exercise or non-exercise of rights retained by the Company shall not be construed to mean that any right is waived.

### **Article 27 - 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**

In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately take action and use every means at its disposal to prevent the conduct and continuance of such action.

## **Section 3**

Any employee or employees found guilty participating in such actions shall be subject to immediate discharge. In such a case, if pursued to arbitration by the union, the arbitrator will be limited to determine only whether the employee in fact participated in the prohibited conduct, and the Company's choice of discipline shall not be subject to arbitrator review.

### **Article 28 - Probationary (New) Employees**

The Employer shall have the right to employ from any source a probationary (new) employee. Such employee shall be classified as a probationary employee for a ninety (90) calendar day probationary period and shall work under the terms of this Agreement. The probationary period may be extended an additional thirty (30) calendar days by written mutual agreement. The Employer must notify the employee and the Union prior to such extension and the employee, the Union and the Employer must sign the agreement. During this probationary period, the Employer shall have the right to terminate such probationary employee without recourse by the employee or the Union to the grievance and arbitration procedure.

### **Article 29 - Duration of Agreement**

This Agreement shall become effective upon ratification (unless specifically mentioned herein) and extend for three (3) years until June 30, 2008 from year to year thereafter, unless changed by the parties.

Either of the parties to this Agreement desiring a change in any Article or Articles of this Agreement shall notify the other party in writing of the desired changes at least sixty (60) days prior to the expiration. If neither party gives such notice, the Agreement shall continue on from year to year. If such notice is given by either party, the Agreement shall then be opened for consideration of the change or changes desired.

### **Article 30 – Driver's Room**

- a) The Company shall maintain the Driver's Room in a clean and serviceable manner.
- b) The Company shall maintain toilet facilities in a clean and serviceable condition, and have an adequate supply of toilet paper and paper towels in all toilet facilities.
- c) The Company shall comply with local, state, and federal laws that cover such facilities.

SIGNED:

FIRST STUDENT, INC.

UNITED TRANSPORTATION UNION.

LOCAL 1741

BY: Maria Elia  
DATE: 10/25/06

BY: Diane Johnson  
DATE: 10-04-06

BY: Beverly McClinton  
DATE: 10-04-06

BY: Victor Lou  
DATE: 10-4-06