

AGREEMENT

BETWEEN

FIRST STUDENT INC

AND

UNITED TRANSPORTATION UNION

LOCAL 1741

COVERING

WAGES, RULES AND REGULATIONS

FOR

BUS DRIVERS

EFFECTIVE DATES

FROM: AUGUST 1, 2010

TO: JULY 31, 2015

SAN FRANCISCO DIVISION #307

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AGREEMENT

The employee organization is affiliated as Local 1741 of the United Transportation Union. If, during the term of this Agreement, such employee organization wishes to change its affiliation, it may do so provided such change is effected in accordance with all relevant labor law and provided further that only one (1) such change in affiliation shall be permitted during the term of this 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 and First Student Inc, and its successors and assigns.

First Student Inc, agrees to recognize the United Transportation Union, Local 1741, as the duly designated and sole collective bargaining agent of all their Bus Drivers, for the purpose of collective bargaining with respect to wages, hours, and working conditions covered herein. 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.

PERFORMANCE OF SERVICE

- A. All buses operated by the First Student Inc shall be manned by Bus Drivers holding seniority on the Bus Drivers Seniority List in San Francisco Bay-Area Division when eligible and qualified Bus Drivers are available.
- B. All work whose original pickup point is in the City and County of San Francisco shall be performed by the San Francisco Bay-Area Division. All trips whose original pickup point is the San Francisco International Airport, and whose destination is anywhere in the City and/or County of San Francisco shall be performed by the San Francisco Bay-Area Division. This shall in no way limit the geographical area in which San Francisco Bus Drivers may work.

SECTION 1. UNION RECOGNITION

- A. The Company and the Union will comply with this collective bargaining Agreement and no agreement shall be made with any Bus Driver or employee which would circumvent or undermine the provisions of this Agreement or which would prove harmful to Bus Drivers covered by this Agreement.
- B. No provision of this Agreement shall be interpreted in such a manner that the intent and purpose of other provisions of this Agreement shall be undermined or subverted.
- C. 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 1. UNION RECOGNITION, cont.

- D. The UTU agrees to notify the Company in writing of the duly accredited Representatives and Committee persons representing the Union upon their election or appointment to such an 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.
- E. The Company will advise the Local Committee Chairperson and the Secretary of the Local 1741, UTU, by placing in the LCOA mailbox, notice of all employees entering or leaving or being recalled to service within two (2) working days of such event.
- F. The Company agrees to have as part of the Driver Training Program, two (2) hours of classroom time available during the first week of Company Training Programs, to the Union, for the purpose of presenting and discussing provisions of the Labor Agreement; but these two (2) hours will not be credited toward State required training.
- G. 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 holds 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 lodge 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, as in paragraph 1 of G of this Section, shall be in accordance with the following schedule:

Union dues are to be deducted from the 1st payroll period of every month. The Union will receive the dues two (2) weeks later, if possible, if not three (3) weeks later. Errors in deductions will be handled in the following manner:

Overdeductions Employees will be given a handcheck for the overdeducted amount and the Union will remit the overdeducted amount to the Company.

Underdeductions Employees will be given a handcheck with the proper amount of Union dues deducted. The Union will receive this amount by handcheck and refund such amount to the Company as it is reimbursed from Central payroll.

The Union will be given a listing of all employees who had error adjustments in any month.

The Company shall be held harmless from any legal action taken by employees against it as a result of Union error in the implementation of this Section.

SECTION 1. UNION RECOGNITION, cont.

- H. The Company will make available to the Union a six (6) feet by four (4) feet bulletin board permanently located at all Company yards or facilities and placed in the Driver's Rooms. The Company will permit the Union or its representatives to distribute Union literature. The Union may place literature in the Bus Drivers' mail boxes. Such literature will be dated and may be removed forty-eight (48) hours after distribution. In the event a piece of literature refers to a specific meeting, it may be removed within twenty-four (24) hours after the meeting date specified.
- I. Insofar as is practicable, the Company shall use Union made materials for such things as uniforms, supplies and equipment.

SECTION 2. MANAGEMENT RIGHTS

The Management of the business and the direction of the employees subject to the terms of this Agreement including, but not limited to; the right to hire, promote, assign work, discipline and discharge, schedule working hours, overtime and working days, make and impose reasonable work rules are vested exclusively in the Company except as expressly limited and set forth in writing in this Agreement.

SECTION 3. DUTIES OF BUS DRIVERS

- A. All Bus Drivers shall report to work at the sign-on time as designated by the Company. If a Bus Driver has not reported by his/her sign-on time, he/she shall be determined as being late and having broken his/her guarantee.

Bus Drivers who are late shall be subject to the following:

1. If the route has not been placed in the standby pile and noted on standby board, they shall be assigned to their route.
2. When routes or field trips are available, the driver shall be assigned only after Standby Drivers have been offered work. If short of Standby Drivers, Dispatch shall place the driver on a one-day standby, at the bottom of the Standby List.
3. When all work is assigned and there are two or more unassigned Standby Drivers available, the Dispatcher may send the driver home with loss of pay for that day only.

The Company will follow the principle of progressive discipline in cases of lateness, whether or not the driver has been assigned work. See Section 21G.

- B. It is the responsibility of the Bus Driver to insure that the Employer has the Bus Driver's correct address & telephone number on file. Failure to notify his/her supervisor in writing, of changes, may result in disciplinary action and may disqualify the driver from filing claims if the driver's phone number on file is not up to date or is disconnected.

SECTION 3. DUTIES OF BUS DRIVERS, cont.

- C. Bus Drivers shall not be required to, except, as provided for elsewhere in this Agreement, perform the following: Fuel buses, wash buses by hand, perform maintenance on buses, perform yard work, change tires, clean passenger windows, give behind the wheel training, perform office work, and clean or sweep bus interior. Drivers who are released by the Doctor for light duty may, at the discretion of the Company, perform office, clerical, or other work related to the general duties of a bus driver. Light duty work will be covered by all applicable sections of the Labor Agreement.
1. Drivers assigned to light duty shall be paid their route flat rate.
 2. A Driver on light duty will be treated no differently than any other employee that is unable to work due to illness or injury.
 3. The Company management shall not change a Driver's doctor's appointment without consulting with the affected driver.
 4. The Company agrees to abide by all applicable laws in extending light duty to all members of the bargaining unit.
- D. Bus Drivers shall be required to comply with all published Company work rules.
1. This Article shall in no way relinquish the LCOA's right to grieve any rule it deems unreasonable.
- E. All Drivers must possess, maintain and carry on their person while on duty:
- 1) valid, current Special Driver Certificate, issued by the California Highway Patrol 2) a Class B license, issued by the Department of Motor Vehicles; and 3) a current medical certificate, issued by a physician who is licensed by the State of California. 4) First Aid Card if required by State law. Failure to maintain all four (4) certificates may result in the driver being placed on a personal business leave.
- Failure to carry all four (4) items on their person while on duty may result in Drivers not working, or not receiving their guarantee for that day or part of a day.
- F. It shall be the responsibility of the Bus Driver when absent, to notify Dispatch by 0530 on the day of absence, and inform Dispatch the reason for the absence and, if known, the expected date of return.
1. A Bus Driver must call in to verify the intention to return to work by 0530 on the date of return, unless, the driver has previously notified Dispatch of the return date. Failure to comply with this Article shall subject the driver to the same conditions as a driver who is late, as per Article A of this Section.
- G. If a Bus Driver produces a doctor's note verifying his/her inability to work due to illness or injury, then the Driver's absence shall be considered an "authorized absence". When the absence is foreseeable, such doctor's note must be presented thirty (30) days in advance of the intended absence. However, in no case shall a doctor's note be submitted later than at

SECTION 3. DUTIES OF BUS DRIVERS, cont.

the time the Driver returns to work or seven (7) days from the first day of absence, whichever occurs first.”

Drivers must notify their supervisors no less than thirty-six (36) hours in advance of a doctor’s appointment in order to be considered an authorized absence except in cases of verifiable emergencies. Drivers shall attempt to schedule doctor appointments between AM and PM runs.

- H. The Company and the Union agree, that in reference to Section 3A of the Labor Agreement, effective 8/1/85, Drivers will be allowed a five (5) minute grace period under the following circumstances; when the driver gives one (1) of the following reasons at the time of reporting to dispatch:
1. inability to get to dispatch counter within five (5) minutes
 2. inability to park personal automobile
 3. time to use restroom

However, it is the Company's intention to discipline drivers, even under the above circumstances, if there is unreasonable abuse of said five (5) minute grace period.

- I. Drivers shall comply with the following Company Attendance Policy:
1. Absenteeism is counterproductive to a successful school bus operation and shall be considered an attendance “infraction”. All absences will be recorded and the reason shall be documented.
 2. Infractions recorded within a six (6) month period shall be subject to the following action:
 - a). 1st – no action
 - b). 2nd – written counseling notice
 - c). 3rd – written warning
 - d). 4th – written warning
 - e). 5th – one day suspension
 - f). 6th – disciplinary hearing
 3. Infractions recorded within a twelve (12) month period shall be subject to the following action:
 - g). 7th – written counseling
 - h). 8th – written warning
 - i). 9th – two day suspension
 - j). 10th - disciplinary hearing
 4. An infraction shall be defined as a continuous period of absence involving at least the entire A.M., Mid-day, or P.M. sections of a route. Excused absences are as follows:
 - a). jury duty
 - b). funeral leave
 - c). military leave
 - d). union leave
 - e). work related injury
 - f). out of service at the request of SFUSD
 - g). childcare leave

SECTION 3. DUTIES OF BUS DRIVERS, cont.

- h). sick days used under Section 3G of the labor agreement
- i). mid-day routes not worked with agreement of the Company
- j). maternity leave
- k). FMLA leave
- l). pre-retirement

SECTION 4. SENIORITY

- A. There shall be one and only one Seniority District for all Company Bus Drivers in the San Francisco Bay Area Division.
- B. A Bus Driver's right to preference of all work and assignments shall be governed by seniority, subject to required qualifications and rules governing assignments. The Company will not honor customer requests which would violate the seniority rights of Bus Drivers. The LCOA, in recognition of the contract between the Company and the SFUSD, will endeavor to reach mutual agreement for day to day problems which may arise.

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 section for the Company, then the Union and the Company will meet and confer to resolve the situation in a mutually beneficial manner.

- C. Seniority of all new Bus Drivers shall commence at the time service first is performed for pay. In the application of this rule, service performed shall not include service as a student operator. For the purposes of this Agreement, seniority shall be defined as length of service with the Company, subject to the other provisions of this Agreement.
- D. If more than one (1) Bus Driver begins work on a given day, seniority numbers will be assigned based on the date each Bus Driver applied for work, according to the Company's records.
- E. A current seniority roster of Bus Drivers shall be posted at the division every sixty (60) days on the fifteenth (15th) 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.
- F. Probationary Period: All new Bus Drivers shall be on probation for thirty (30) calendar days. Upon completion of the thirty (30) 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.
 - 1. The Company will confer with the LCOA re: its decision to extend probationary period of such employees.
 - 2. For the first sixty (60) calendar days of employment, thirty cents (30¢) per hour less

SECTION 4. SENIORITY (continued)

than the above rates shall be paid to the Bus Driver.

- G. The Company shall use a seniority basis of establishing impartiality of work assignments.
- H. Seniority shall be considered broken upon the following conditions:
 - 1. A driver has been on indefinite layoff in excess of twelve (12) calendar months, unless the driver notifies the Company of their desire to remain on the active recall list. To remain on the active recall list, a driver must maintain a current Class 2 license, School Bus Certificate and Medical Certificate.
 - 2. A driver has been on a non-industrial medical or injury leave in excess of twelve (12) calendar months, unless the Company has granted a personal leave of absence, pursuant to Section 16B; or
 - 3. A driver has been discharged for cause; or
 - 4. A driver has resigned under circumstances other than outlined in Section 16D, 1; or
 - 5. A driver has been on a personal business leave for more than twelve (12) consecutive calendar months, or twelve (12) aggregate calendar months within a twenty-four (24) month period.
 - 6. A driver who is determined to be employed elsewhere while on personal leave or emergency leave and, upon notice by the Company by registered, certified, or overnight mail, fails to return to work by the fourth business day after receipt of said notice.
- I. The Company shall not assign any Bus Driver work to any person who is not on the seniority list.

SECTION 5. REDUCTION IN FORCE

- A. When the size of the work force must be reduced for any reason, Bus Drivers shall be laid off in reverse order of seniority. 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.

Bus Drivers shall send a certified letter to the General Manager in making such changes of address.
- B. Bus Drivers may be subject to two (2) types of layoff: normal seasonal and indefinite layoff. Normal seasonal shall be defined as Spring, Summer, and Christmas vacation. Indefinite shall be defined as any layoff other than normal seasonal.
- C. Normal Seasonal Layoff:
 - 1. All normal seasonal layoffs shall be effective the day after the last day of school for Spring, Summer and Christmas vacation.

SECTION 5. REDUCTION IN FORCE, cont.

2. In the case of summer layoff, notice of recall shall be the annual written bidding notification. Notices of recall from Christmas and Spring normal seasonal layoff shall not be required.

D. Indefinite Layoff:

It is the responsibility of the Company to inform the Union and all employees of indefinite layoff. Bus Drivers 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.

E. Days designated by Contracting Customer. It is the responsibility of the company to inform the Union and all employees of these days at the beginning of the school year or within one week of receiving such dates from the Customer, whichever is later. The Union and the employees shall be informed by the Company posting a notice and placing a copy of such notice in the employees' boxes. Employees on leave shall be notified by phone.

F. Recall from indefinite layoff:

1. Seniority shall govern all recall procedures. Laid off Bus Drivers shall be recalled in order of seniority until the last laid off Bus Driver on the seniority list has been recalled.
2. The Company shall not hire any new Bus Drivers until seven (7) calendar days have elapsed since the notices of recall have been mailed by certified letter to all the laid off employees on the seniority list.
3. All notices of recall from indefinite layoff shall be sent by certified mail to the Bus driver's current addresses on file with the Company.
4. Each laid off Bus Driver shall respond in writing to the recall to the General Manager within fourteen (14) days of the date that the recall notice was mailed. In the event that the recall notice is not received by the Bus Driver, the Company shall not take action until five (5) days after the return of said notice by the Postal Service. During this grace period, the Company and the Union shall endeavor to contact said Bus Driver.
5. Each laid off Bus Driver who is recalled shall report to work within five (5) days of the date the recall notice is received, except for illness, accident or act of God, which shall be verified in writing by the Bus Driver to the Company within the five (5) day report period. If a Bus Driver is unable to report for reasons other than the above, the Bus Driver may request and may be granted a personal leave of absence.
6. In cases of illness, accident or "Act of God" or personal leave of absence as specified in Section F. (5), such employee shall be passed on the seniority list and a definite day of return shall be established by the Company and employee in writing. A Bus Driver who is unable to return until an agreed upon date may displace a junior Bus Driver on the seniority list, provided he/she returns by the definite date of return established above.

SECTION 5. REDUCTION IN FORCE, cont.

G. Service Letter:

Whenever any Bus Driver covered by this Agreement leaves the service of the Company for any reason, he/she upon her/his request shall be given a service letter, within one (1) calendar week of the date requested, stating her/his term of service and the capacity in which he/she was employed.

H. Training:

Bus Drivers on layoff (indefinite) may attend Company sponsored Safety Program meetings to renew their State of California Bus Driver Certificate during the period of their layoff. The Company shall not pay for such laid off Bus Driver's attendance. Employees who are notified of layoff will be advised in writing that they may contact the Coordinator of Safety and Training to determine the schedule of training programs that they may attend.

- I. When a Bus Driver is laid off, seniority shall accumulate and a Bus Driver on layoff will be maintained on the seniority list for up to twelve (12) calendar months subject to the other provisions of this Agreement.

SECTION 6. SELECTION OF ROUTES

- A. The Company shall mail notifications to all Bus Drivers two (2) weeks prior to the annual bidding. These notifications shall include the following information:

1. The dates on which the face sheets shall be posted and their location,
2. Date, place and time of the annual bid; and,
3. Bidding procedures (that is, information in Section E).

- B. Face sheets must be posted for a minimum of three (3) consecutive working days before the annual bid commences. The face sheets contain the following:

1. Hours
2. Specific size of equipment assigned
3. The Company will make every reasonable effort to ensure that the route is stamped indicating a 35-hour guarantee. There will be no monetary loss associated with the failure of the District to stamp such route.

Complete route sheets shall be provided for inspection as they become available.

- C. Bidding will take place the next working day after the face sheets have been posted for the prescribed time.

- D. The Company shall have trainers and buses available by appointment made with the DDS Department, for upgrading at least three (3) weeks prior to bidding. (Upgrading will be during the hours of 0800 to 1700 during these weeks). Times for these training sessions will be posted.

1. If the SFUSD eliminates a category of bus size, drivers who are only qualified on that size bus shall be given priority of upgrading purposes during the following three (3) weeks.

SECTION 6. SELECTION OF ROUTES (continued)

- E. Each qualified Bus Driver in order of seniority shall bid on any route posted and after his/her bid, the route chosen shall be posted on a large board clearly visible to all drivers waiting their turn to bid. The Company shall provide adequate facilities for annual bidding. Complete result of the bidding shall be posted within twenty-four (24) hours of the bid completion. Bus Drivers may protest the result of the bid through the grievance procedure up to three (3) working days after the results have been posted.

Bus Drivers unable to attend the bidding due to illness or other valid reason shall delegate their bidding in writing to a Union representative who shall bid for them. A driver who fails to bid prior to Dry Run day shall be placed on indefinite layoff, until there is a permanently open route or permanent position available. If there are routes or positions unassigned on Dry Run day, new employees within their probationary period shall be assigned in seniority order.

Any uncovered bidding procedure shall be as mutually agreed between the Union and the Company.

In the event that a driver is not able to cover their route at the start of school, their route shall be put up for bid after thirty (30) days as an "open temporary route," for all drivers to bid upon. When the driver who originally bid on the route returns to work, they will resume this route. The driver that is displaced by the driver returning to work will receive bumping rights. This paragraph shall not be affected by Section 12.J.

SECTION 7. SUMMER WORK

- A. Summer School routes shall be bid upon, as described in Section 6 and 12 of this Agreement. The bid must be a least two (2) weeks prior to the start of summer school, providing routes are available from the SFUSD. In the event that the bid takes place after the end of the regular school year, the date of the bid shall be announced by the Company before the end of the school year.
1. If the additional route is added by SFUSD after the summer work bid, then a Temporary Standby position shall be established, while the route is put up for General Permanent bid, to be bid only by Permanent Summer Standbys, the Temporary Standby, or Regular Summer Route Drivers.
 2. Temporary Standby. The Company shall compile a list of drivers from where the bid stopped. These drivers will be recalled in seniority order if a temporary standby is needed; provided, however, that in order to be eligible for such recall, a driver must be qualified to operate all assigned equipment without restriction. Should the list be exhausted, the Company may then force in reverse order.
- B. There shall be four (4) Summer Extra Work Lists in the Summer for those drivers wishing Extra Work during each of the following periods:
1. Last day of school - June 30
 2. July 1 to July 31
 3. August 1 to August 31
 4. September 1 to 1st day of school.

SECTION 7. SUMMER WORK, cont.

All known work assignments will be assigned to drivers signing the Daily Availability List (DAL). Summer Extra Work shall rotate on a daily basis, if the DAL is exhausted, the most junior driver on the Summer Extra Work List will be forced and shall not refuse. If the DAL and Summer Extra Work lists are exhausted, the most junior driver on the Seniority list will be forced and shall not refuse.

1. Drivers may sign the Summer Extra Work List at any time during the period for which the list is effective, providing they sign up by 1000 on the day before the DAL is effective for the trips they may wish to work.
- C. All work other than Summer School routes, shall be assigned in seniority order on a daily basis.
- D. Drivers who want to sign up on the Daily Availability List must appear in Dispatch and sign up by 1000 of each day (except weekends).
- E. Drivers shall confirm their assignment of work with Dispatch by 1700 of each day, or if on an assignment, when they return to the Division, or the trip may be reassigned. Failure to confirm an assignment may result in disciplinary action.
- F. **SCHOOL VACATIONS OTHER THAN SUMMER**

During Christmas and Easter layoff, all work other than home-to-school routes shall be assigned on a daily rotating basis. It shall not be counted for rotation purposes. The daily rotation shall begin at 12:01 AM on the day after the last day of school, and end at 12:00 Midnight the day before the first day of school.

SECTION 8. NOON DAY WORK

All Bus Drivers working less than eight (8) hours, requesting noon day work shall sign the Noon Day Work sheet by 0800 of that day. Noon day work shall be considered to mean noon runs and field trips, or extra work as defined in this Agreement, which has come up at the last minute, and field trips or extra work unassigned from the previous day.

Assignments will be made on a seniority basis, however, a driver who is assigned field trips or extra work of two (2) hours or less in this manner shall not be charged for rotation purposes, as defined in Sections 9 and 10. No run will be held to the extent that it would be late. All Bus Drivers signing this sheet must report to Dispatch in person immediately upon returning to the Division or by 1000 of the assigned day. No other person should be able to sign for anyone else.

SECTION 9. SCHOOL HOUR FIELD TRIPS

- A. School hour field trips shall be defined as any trips, except after school athletic trips, with a sign-on time prior to 1700 on normal school days, excluding home-to-school trips. The SFUSD will assign District Service Trips on designated routes. Drivers will be notified as soon as the Company receives notification from SFUSD.

SECTION 9. SCHOOL HOUR FIELD TRIPS, cont.

- B. Assignments of field trips will be made in seniority order on a continuing rotational basis, and according to the size of the bus required; however, only drivers with less than eight (8) hours work (work without shuttle/noon/KG assigned to route) if available; if not, the most junior driver with less than an eight (8) hour route shall be assigned; and if not available to be assigned, then drivers with eight (8) hours work may be assigned, in cases of emergency. Definition of Rotation: When a driver has worked, then she/he shall rotate to the bottom of the list. In case of a tie, seniority shall prevail.
- C. No field trip shall be assigned to a Bus Driver with a smaller capacity bus than the trip calls for, if the trip is between that Bus Driver's AM and PM run, or directly after the PM run. Bus Drivers with larger capacity buses may be assigned trips only if all Bus Drivers with the proper equipment who have signed the Field Trip Daily Availability List have been exhausted.
- D. The method of dispatching of known school hour field trips shall be as follows:
1. The Company shall post a school hour field trip work list and an availability list, by 0600 hours the day preceding the field trips. Monday's field trips shall be posted with an availability list on Friday. If a holiday occurs during the week the posting shall be the preceding work day prior to the holiday.
 2. Bus Drivers shall indicate their availability by signing up on the Daily Field Trip Availability List between 0600 and 1000 on the school day before the known school hour field trips. On this list, the following items shall be included: Driver's name, seniority number, route number or standby position, and up to six (6) preferences.
 3. The Company shall make assignments from the Field Trip Availability List in accordance with Articles B and C of this Section.
 4. If the Availability List is exhausted, the Company may assign the most junior qualified Bus Driver with the equipment required for the trip.
 5. There shall be no refusals, except in cases of proven illness or emergency.
 6. In the event a field trip is assigned to the junior qualified Bus Driver he/she shall be notified in person. At the time of notification a driver may claim an emergency and refuse said trip. Such emergency must be verified in writing to Dispatch. In the event the driver is not notified the day prior to the trip, written verification of emergency will not be required. In the event such trip is refused, the Company shall, insofar as possible, follow reverse seniority order in assigning the trip. All attempts of notification shall be logged with a copy to the Union.
- E. Bus Drivers who are passed because of time availability will be eligible for the next trip assignment and the next available Bus Driver will be assigned the trip. No Bus Driver shall be considered available if the Bus Driver has to be taken off any portion of his/her regular school route assignment.

SECTION 9. SCHOOL HOUR FIELD TRIPS, cont.

- F. Field Trip Dispatch Logs will be posted at 1500 with the date and time of posting, and Bus Drivers assigned to each trip for the following day. A copy will be made available to the Union. Corrections or additions will be made as they occur up to the actual trip time. Dispatch shall post a log stating the names of drivers, seniority, route number, and last day worked for the previous day's field trip assignments.
 - 1. Drivers shall confirm their assignment of field trips with Dispatch by 1700 each day, or if on an assignment, when they return to the Division, or the trip may be reassigned. Failure to confirm an assignment may result in disciplinary action.
- G. A School Hour Field Trip run-around shall be defined as occurring when a trip is assigned out of seniority order (providing that the senior driver was available) or when the rotational system of assignment is otherwise violated under this provision. In the case of a School Hour Field Trip run-around, a junior Bus Driver may file against a senior Bus Driver, the Bus Driver filing a School Hour Field Trip run-around will be made whole for all wages lost as a result of that run-around and the claim is deemed justifiable.
 - 1. It shall be the responsibility of drivers to, insofar as possible make Dispatch aware of any such errors made in field trip assignments prior to the trip sign-on time.
 - 2. All run-around claims will be filed within seven (7) days.
- H. If there are two (2) one way trips available with the same customer, the same Bus Driver may be assigned to both trips, regardless of the sign-on times of each trip, unless the driver specified only one way.
- I. Maps and complete directions shall be attached to field trip sheets and charters when the destination is outside of San Francisco.

SECTION 10. EXTRA WORK

- I. Procedures
 - A. For the purposes of this Section, Extra Work, with the exception of school hour field trips, (as defined in Section 9), shall be defined as any trip with a sign-on time of 1700 or later on school days; all after school athletic trips for SFUSD, and all work performed on non-school days.
 - B. The Company shall assign all Extra Work from the seniority list on a continuing rotational basis, however, the Company shall hold sign-ups for Summer Work during the last week of school, to be taken down at 1000 the last day of school. (See Section 7, Summer Work).
 - C. The Company will endeavor to make all Extra Work assignments for the weekend, prior to 1500 of the last school day of the week.
 - D. Bus Drivers who are not used for an Extra Work assignment because they are not qualified on the equipment required, will hold their place on the Extra Work List and be offered the next Extra Work available for which they are qualified.

SECTION 10. EXTRA WORK, cont.

- E. Assignments shall be made in seniority order on a continuing rotational basis during the normal school year. Assignment of Extra Work shall be subject to the provisions of this Section. Definition of Rotation: When a Bus Driver has worked a trip for which he/she has been assigned, or fails to report for a confirmed, assigned trip, he/she shall rotate to the bottom of the list. A Bus Driver who is required to take a trip of two (2) hours or less due to the exhaustion of the Daily Availability List, or is assigned from the Noon Day Work List, shall not be charged with this trip for rotation purposes. In case of a tie, seniority shall prevail.
 - F. If a trip is cancelled, and the Bus Driver is not notified and reports to work as scheduled on a non-school day, no less than the applicable minimum guarantee shall apply.
 - G. Logs containing the following information shall be given to the LCOA weekly: Date, driver's name, trip assigned and time assigned, time called (if applicable), acceptance or decline (if applicable), twelve (12) hours notice given (if applicable).
- II.**
- A. Bus Drivers who report may be utilized on other assignments if the assignment for which she/he is assigned is cancelled.
 - B. Each driver, upon acceptance of a trip, or who has refused a trip with twelve (12) hours notice will rotate to the bottom of the list, only during the school year, not to apply to normal seasonal layoff. (See Section 7, Summer Work).
- C. Run-Arounds:
- 1. Run-arounds shall be defined as occurring when a trip is assigned out of seniority order (providing that the senior driver was available) or when the rotational system of assignment is otherwise violated under this provision. In the case of Extra Work Run-around, a junior Bus Driver may file against a senior Bus Driver, the Bus Driver filing an Extra Work Run-around will be made whole for all wages lost as a result of that Run-around and the claim is deemed justifiable.
 - 2. All Run-around claims shall be submitted within seven (7) days of the completion of assignment.
 - 3. It shall be the responsibility of drivers to, insofar as possible, make Dispatch aware of any such errors made in Extra Work assignments prior to the trip Sign-on time.
- D. In the application of any provision of this Section, no Bus Driver shall be considered available if the Bus Driver has to be taken off any portion of the regular school route assignment.
 - E. All known work assignments and availability preference sheets shall be posted the day before the actual trips are scheduled at 0600, and remain posted until 1000. Trips may be offered Friday, for Saturday, Sunday and Monday. If a holiday occurs during the week, the posting shall be the preceding work day prior to the holiday.

SECTION 10. EXTRA WORK, cont.

- F. A preference sheet will be posted next to the known work assignments. Any driver signing the Daily Availability List may indicate up to six (6) preferences of known work assignments. On this list, the following items will be included: Driver's name, seniority, route number or standby position, and up to six (6) preferences.
- G. All Extra Work will be dispatched in the following manner: All known work assignments will be assigned to the drivers signing the Availability Preference List. Assignments shall be made by seniority and preference. If a Bus Driver does not indicate a preference, they shall be assigned the highest paying known work assignment their seniority warrants.
- H. Drivers shall confirm their assignment of Extra Work with Dispatch by 1700 each day, or if on an assignment, when they return to the Division, or the trip may be reassigned. Failure to confirm an assignment may result in disciplinary action.
- I. No driver signing the Daily Availability and Preference List shall refuse any assignment, except in cases of proven illness or emergency.
- J. If a Bus Driver in senior position on the Trip Log has his/her trip cancelled, he/she may bump a Bus Driver in the most junior position on the Trip Log, if the Bus Driver in the most junior position has not reported to work and can be notified two (2) hours or more from his/her report time. If the Bus Driver in the senior position cannot bump (due to the inability to notify the junior driver), or he/she is not qualified on the equipment, then the Bus Driver who is displaced from his/her assignment shall maintain his/her place for rotational purposes.
- K. Drivers shall make no changes of any kind on the Daily Availability List after 1000, except in proven cases of illness or emergency.
- L. Trips shall be posted by 0600 on the day before they are to be run. These trips may be bid upon by all available drivers until 1000 on the day they are posted. If a trip becomes known to the Company after the 1000 cutoff but before 1500, it shall be assigned off the Daily Availability List. If a trip becomes known to the Company after 1500, it shall be assigned from the following day's noon day list; provided, however that if such route has a Sign-on time prior to 10:00 a.m., it shall be added to the stand-by pile for the following day.
- M. Extra Work Sign-up Availability Preference List and known work assignment list shall be posted in the Dispatch office.
- N. Trips not posted on the known work assignments list by 0600 hours of the day before assignments, shall be logged by the Administrative Office upon receipt. These trips shall also be logged by the Dispatch upon receipt.
- O. If the Daily Availability List is exhausted, the Company may assign the most junior qualified Bus Driver. Bus Drivers assigned in reverse seniority order shall not refuse trips.
- P. Maps and complete directions shall be attached to trip sheets when the destination is outside of San Francisco, prior to the sign-on time.

SECTION 11. EQUIPMENT ASSIGNMENTS

- A. The Company will not arbitrarily, capriciously, or as discipline or favoritism, change equipment assignments. However, all drivers must be qualified to drive all equipment in their size category.
- B. In the event a permanent or long term equipment change is deemed necessary, the Company shall, when possible, provide two (2) days notification to the Bus Drivers which shall include the reason for the change.
- C. The Company shall make permanent or long term changes by:
 - 1. Using spare equipment;
 - 2. Voluntary switches of equipment between drivers.
- D. If the above avenues are not successful, the driver shall meet with Management in an attempt to reach a satisfactory conclusion.
- E. Emergency or short term equipment changes may be made at any time that is dictated by the needs of the operation.
- F. Equipment shall be bid upon at the annual bid before the beginning of the school year. Equipment won at the bid shall stay with the driver for the duration of their being on the route bid upon. If a driver bids a different route, he/she shall keep the same bus or have a choice of all spare equipment of the appropriate size and capacity.
 - 1. If a route becomes open, as defined in Section 12, the bus previously assigned to that route shall not be considered spare until a driver who successfully bids on the route chooses another bus.
- G. Drivers may switch buses on a permanent basis with any spare bus. When more than one request is made for a spare bus at the same time, seniority shall prevail.
- H. All above subject to needs of routes requiring radio units, and excluding buses with commercial plates.

Any equipment changes as noted above shall be reported to Dispatch before any change has been made.

SECTION 12. OPEN RUNS

- A. An open run occurs when one of the following is present:
 - a. A driver owning a run vacates
 - b. A driver is terminated or resigns
 - c. The General Manager is properly notified of and approves a personal leave of absence of more than thirty (30) days
 - d. A driver does not report to work and has not notified Dispatch of his/her reason for absence within five (5) days of the last day worked
 - e. A driver has properly requested a medical leave of absence (See Section 16.B)

SECTION 12. OPEN RUNS, cont

- f. A driver not requesting a medical leave of absence is absent for fourteen (14) consecutive days.
 1. Upon notification of a leave of absence of more than thirty (30) days other than a personal leave, a regular driver's route shall go up for general bid (temporary) on the Monday following the date the route was vacated. Notation of the driver's date of return from leave shall be posted on the bid sheet.
 2. Upon notification of a personal leave of absence of more than thirty (30) days, a Regular Driver's route shall go up for general bid (permanent) on the Monday following the date the route was vacated. If the driver returns from personal leave in such case prior to thirty (30) days, the driver will have no right to the route which was vacated.
 3. Any driver returning from a leave of absence prior to the date the leave was to have ended will have no right to the route vacated until the scheduled date of return. This does not apply to personal leaves for more than thirty (30) days which are covered in 2 above.
 4. In cases of absence as defined in Subsection d. on the previous page, the route will go up for general bid (permanent) on the second Monday following the driver's last day worked.
 5. Should a driver verbally notify Dispatch of the need for a medical leave of absence, but fail to properly request said leave in writing, specifying an expected date of return, the driver's route will go up for general bid (temporary) on the second Monday following the driver's last day worked.
- B. Open bidding shall begin on the first Monday (if Monday is a holiday, on the first Tuesday) following the run being vacated, and bidding shall close the following Wednesday noon with the results being posted the following Thursday by 1400 hours unless extended by mutual agreement of the Company and the Union. The successful bidder shall take over the route on the following Monday. Upon closing of the bid, the most senior qualified Bus Driver shall be awarded the route; and this Bus Driver shall not vacate this route after the award is made, except in accordance with the other provisions of this Agreement.
- C. Bus Drivers will retain the right to bid on open runs that are posted for general bid as often as they desire. If more than one bid is submitted by a Bus Driver, he/she will indicate his/her preference. Open runs shall be covered by standby Bus Drivers until the driver awarded the bid takes over the route, according to standby procedures.
- D. Any Bus Driver who has his/her assigned route increased by more than forty (40) minutes shall have his/her route placed up for open bidding. The original route driver shall automatically have their seniority number listed on the open bid sheet, unless, he/she has bid on another route or permanent standby position; or chooses to go onto temporary standby, and would be subject to provisions of Section 14G. If the original driver loses their route

SECTION 12. OPEN RUNS, cont.

through the General Open Bid Process, they shall have displacement rights. The displaced qualified Bus Driver may then displace another Bus Driver junior in seniority. And this process will continue until all affected Bus Drivers have chosen the routes to which their seniority and qualifications entitle them. Displacement rights begin when written notice is served on the Bus Driver by Dispatch.

- E. Any Bus Driver who has his/her assigned route eliminated or his/her hours cut by one half (1/2) hour or more, or is by change of equipment not qualified to operate the assignment called for, or is displaced by another Bus Driver exercising seniority, shall have the right to displace another Bus Driver junior in seniority on a route, providing such Bus Driver is qualified. Displacement rights begin when written notice of change is served on the Bus Driver.
 - 1. Any Bus Driver who has his/her hours cut by fifty (50) minutes or more cumulative shall have displacement rights.
 - a. Once cumulative displacement rights are exercised, the accumulation process shall begin with the driver awarded the route.
- F. Displacement will take place only when a route is increased more than forty (40) minutes above the minimum guarantees or designated flat rate as per Article D above, or only when thirty (30) minutes or more and fifty (50) minutes or more cumulative decreases do not go into the minimum guarantee hours.
- G. Once a Bus Driver is displaced and has the right to exercise their seniority rights, they must bid on an open run, displace a junior Bus Driver on a route, or displace a junior standby within two (2) weeks of notice as specified below. Once the Bus Driver exercises their choice, the Company must assign the route to the Bus Driver within three (3) working days. The Company shall give written notice to Bus Driver to be bumped within two (2) working days prior to the day the Bus Driver will be displaced. If the displaced driver has not made a seniority choice at the end of the two (2) week period, the driver may be forced onto the first available run as per Section 14 G.
 - 1. Dispatch shall place required notice as specified above, in the driver's box.
- H. Bus Drivers who are unable to exercise their seniority as in Section 12. G because of lack of qualifications must upgrade their qualifications by the end of the two (2) week bump period or be placed on layoff. All such upgrading shall be done on the Bus Driver's guarantee time. Such Bus Drivers who have been displaced and are in the upgrading process, shall drive routes in accordance with the standby provisions of this Agreement, if needed. Such upgrading shall apply toward State required training time.
- I. If a Bus Driver is on leave, other than personal business leave over thirty (30) days, and his/her run is cut or increased in the manner specified in this Section, he/she will have displacement rights upon his/her return to service.
- J. Any Bus Driver who bids or displaces on a route that is scheduled for change in flat rate later on in the term, and the change is noted on the face sheet, will not have displacement rights.

SECTION 12. OPEN RUNS, cont.

- K. Except as a result of circumstances beyond Company's control, the Company shall post all routes scheduled for change in Dispatch twenty-four (24) hours in advance. The route sheet containing the change shall be put into the driver's box at the end of the work day preceding the date the change is effective.
- L. When a run is put up for general bid, if for any known reason it will not last an entire school year, this and any other pertinent information must be noted on the bid sheet at the time of the bid.

SECTION 13. STANDBY

- A. Standby Bus Drivers shall be considered regular employees subject to other provisions of the contract, with full status with all the rights and privileges thereof. No reference of standby status shall be made at any time to creditors or other people requesting references. Permanent Standby Drivers will be paid an additional fifteen cents (15¢) per hour. Standby Drivers will cooperate with the Dispatch office to ensure uninterrupted dispatching of standby work.
- B. All drivers will receive a map of San Francisco on the first dry run day, and all new drivers on their first day of employment. All Standby Drivers shall receive a Thomas Street Guide or comparable map guide. Bus Drivers who are provided maps shall be financially responsible for them, and together with other items issued to Bus Drivers, they must be returned to the Company at the end of each school year, or the driver will be billed for the cost of replacement. Returning Bus Drivers in succeeding years will not be eligible to receive maps until the outstanding bill is paid.
- C. The number of biddable Standby Positions shall be determined by Management.
- D. All drivers, to be eligible to bid on Standby Position, must be qualified on all equipment at the Division.
- E. There shall be one (1) sign-on time for Standby Drivers, however, if due to the needs of service, two (2) sign-ons may be established. If two (2) sign-ons are established, they shall be biddable. If the Company determines the need for two (2) sign-on times, they will meet with the Union and a committee of current Standby Drivers, to discuss dispatching procedures for the implementation of the two (2) sign-ons.
- F. Work assignments shall be as follows:
 - 1. Standby Drivers shall be offered all routes available at the sign-on time. Standby routes shall be dispatched by seniority and drivers must make a selection within one (1) minute from all such available routes. This means if a new route comes in during the selection process, it shall go to the top seniority driver who has not yet chosen a route. The driver then has the right to pass on said route as long as there is a junior Standby Driver available. The pass rule applies only to drivers above the "point of no return". This is the point where the number of routes to be covered is the same as or

SECTION 13. STANDBY, cont.

greater than the number of drivers available. All work that has sign on times before 6:00 a.m. should be dispatched first for timeliness.

2. Once a Standby Driver has been assigned a route, that driver shall remain on that route until the day-to-day hold down period ends; or until the Regular Route Driver returns, or until the successful bidder takes over as provided in Section 12, whichever comes first.
 3. Field trips that fall within the regular school hours (during AM or PM runs) shall be made available only to "Free" Standbys or Standby Drivers on day-to-day hold downs; provided however, that they shall bid on no more than one (1) field trip within a day-to-day hold down period. Standby Drivers including those on "day to day" hold downs shall have the right to bid on field trips as described above. In the event the Regular Driver returns, the field trip shall stay attached to the route. The regular driver has the right to refuse and the field trip will be put on the noon day list.
 4. Standby Drivers who have been awarded a Charter or School Field Trip shall report to work at their regular standby time provided that there are two (2) hours between their regular standby sign-on time and the field trip sign-on time, if not, they will report at the field trip sign-on time.
 - a. A Standby Driver who is assigned a field trip may choose any route that they can do in its entirety.
 - b. A Standby Driver who is assigned to a day-to-day hold down, and is awarded a Field Trip (as per Section 13 F 4.), shall do as much of the hold down as the field trip allows.
 - c. A Standby Driver who is assigned to an AM ONLY, shall have first choice if said route later needs coverage for both KG & PM or PM. If the KG only becomes available, it will be awarded from the Noon Day Work List, as per Section 8.
 - d. If a route is dispatched as One Day Only, and the next day requires coverage, the previous driver is responsible unless it comes in late. (Late is defined as when the previous driver has already been assigned to another route or field trip.) If the route is late, it is dispatched as a new route, and the driver who is assigned becomes responsible. (per Section 13F2.)
 5. In the event that a Regular Driver, who has been awarded a field trip district services is absent on the day of the assignment, said field trip district services shall remain "attached" to the run and be made available to Standby Drivers as part of their daily work assignments. The field trip district services shall be attached to the face sheet of the run and dispatched according to regular standby procedure.
- G. The Company will provide a blackboard for Standby Dispatch. The blackboard shall reflect

SECTION 13. STANDBY, cont.

the following items and must be kept timely:

- a. Route covered
 - b. Bus assigned
 - c. Sign-on/sign-off time of route
 - d. Hours paid
 - e. Time routes assigned and standby assigned
 - f. Regular route driver off
 - g. Return date if known
- H. The Company will provide a Standby Assignment Log for Standby Dispatch. The log will include the following items (for AM & PM periods) and will be given to the Union on a weekly basis:
- a. Permanent and Temporary Standbys listed in seniority order; starting and ending dates
 - b. Seniority number
 - c. Signature of Standby
 - d. Sign-on time
 - e. Route number of field trip and time taken
 - f. "Pass column"
- I. Standby Drivers who cover a KG/Noon run assignment on a previously unassigned bus will be paid an additional twenty (20) minutes for bus checkout. If the two (2) hour guarantee includes cover time, the cover time will be adjusted to the beginning of the route and used for check out and window cleaning.
1. However, if they utilize a bus that has been previously checked out by another driver on the same day and the same criteria as stated above, they shall be given ten (10) minutes to checkout the bus (excluding window cleaning).
 2. Said time must be reflected in an Extra Work Report to be paid.
 3. This Article applies only to work that qualifies for a two (2) hour guarantee.
- J. Standby Drivers who cover a Noon Run assignment on a previously unassigned bus, with less than two (2) hours shall sign-on to the run twenty (20) minutes earlier than the stated route sign-on and shall sign-off the route twenty (20) minutes earlier than the noted sign-off time. Standbys that select a route that needs coverage for both KG and PM must accept the entire assignment or pass. If passed, such work shall be forced on the junior unassigned standby. Such junior unassigned standby has to be on the Noon Day Work list.

SECTION 14. HOLD DOWNS

- A. Definition: A hold down is any run open or unassigned from the second (2nd) consecutive day to thirty (30) days.
- B. During the first Monday through Friday period (first (1st) calendar week) the run shall be a day-to-day hold down, driven by the permanent or temporary standby driver who selected it on the first day.

SECTION 14. HOLD DOWNS, cont.

The standby driver shall not come off the run, except as modified below.

- C. When a run has been covered as a day-to-day Hold Down it shall go up for bid on Thursday at 1400 for Duration Hold Down, unless the Regular Route Driver notifies Dispatch prior to 1300 of an expected date of return of Monday or earlier.
- D. Duration Hold Downs shall be for no more than three (3) weeks, except in the case of medical leave of absence, when the Duration Hold Down shall be for no more than thirty (30) days from the date the medical leave is requested, and may be bid upon by Permanent Standbys only.

A Standby Driver who bids on Duration Hold Down, shall not come off the run, except upon award of an open route from a general bid.

- 1. Posting to a non-medical other than personal leave Duration Hold Down for open general bid until driver returns, shall be on Monday of the third week of the Duration Hold Down.
- E. Should no Standby Driver bid on a Duration Hold Down, it shall be assigned to the most junior Standby, and that driver shall remain on the run for no more than three (3) weeks; except in the case of medical leaves of absence, when the Duration Hold Down is for no more than thirty (30) days from the date the medical leave is requested.
- F. A Regular Route Driver who returns before his/her expected date of return (whether the run is on Hold Down, or has been bid as a General Bid (temporary), may not drive his/her run unless the driver on that run mutually agrees. In that case, the Regular Route Driver who is qualified to operate all assigned equipment without restriction remains on Temporary Standby until the expected date of return. This Section does not apply to Regular Route Drivers who have given Dispatch fourteen (14) days notice of a new return date.
- G. Temporary Standbys – Definition: Drivers who are temporarily not assigned to a run for no more than two (2) weeks. Temporary Standbys may bid on day-to-day Hold Downs by seniority. Should a Temporary Standby fail to bid (or bump, if applicable according to Section 12. D, E & F) by the end of the two (2) week period, he/she shall be forced onto a route that is posted for open bid that their seniority accords them.
 - 1. Includes runs temporarily open due to medical leaves of more than thirty (30) days.
- H. Standby Drivers on Duration Hold Downs shall report to work at the sign-on time of that run.
- I. Field trip district services that fall during AM or PM runs shall be biddable by only Permanent or Temporary Standby Drivers who are on day-to-day Hold Downs, except as modified below, or by unassigned Permanent or Temporary Standbys. Should the Regular Route Driver not return on the expected return date, a Standby Driver on Duration Hold Down will remain on the run, and the trip will be placed in the Standby pile. The driver actually driving the trip will be charged for rotational purposes.
 - 1. Drivers on day-to-day Hold Downs may bid on no more than one (1) field trip district services within a day-to-day hold down period.

SECTION 15. ROUTE SHEETS

- A. Insofar as possible, the Company shall provide complete route sheets beginning on the day drivers do their dry runs.
- B. The Company shall provide a system of updating and correcting route sheets throughout the year.
 - 1. Drivers shall deadhead their route during their flat rate time the day they do their dry runs. If a Supervisor authorizes a Bus Driver to revise deadheads after the school year begins, such Bus Drivers will be paid on half (1/2) hour at the prevailing rate.
- C. Information on route sheets shall be in accordance with information referred to in Section 6, Selection of Routes.
- D. In the event of any School Hour Field Trips being assigned to the regular route and driver in his/her absence, all work will remain with the route and be dispatched whole as such. Standby Drivers will not be allowed to accept one part and reject another.
- E. No discipline will be taken against any driver if a route is late due to an incorrect route sheet or late dispatching.
- F. Except as a last resort, when a driver is on cover unit status, he/she shall not be taken off his/her bus and placed on another size bus, nor shall cover unit time be extended so a driver is removed from his/her regular route until all other possibilities have been exhausted. No driver shall be required to utilize or drive a different size equipment which he/she has not driven in a one (1) year period, unless the driver feels capable of handling the equipment.
- G. No route shall have less than ten (10) minutes deadhead time from any sign-on time to pick-up point.

SECTION 16. LEAVES OF ABSENCE

- A. Seniority shall continue to accumulate during any leave of absence for all types of leaves except personal business leave. Seniority shall be frozen for any Bus Driver on personal business leave for more than thirty (30) days, from the date the leave was taken. After more than one (1) consecutive year or one (1) aggregate year within a two (2) year period on personal business leave, a Bus Driver's seniority shall be terminated.
- B. Illness or disability leaves of absence shall be granted by the Company, providing that a written request with appropriate medical verification is received by the District Manager no later than at the time the Driver returns to work or seven (7) days from the first day of absence, whichever occurs first. Thereafter, appropriate doctor's certificate shall be required no more than once every sixty (60) days to document such leaves. Non-industrial illness or disability leaves shall be limited to no more than twelve (12) calendar months, at which time the Company may grant a personal leave of absence, if so requested in writing by the driver.
- C. 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

SECTION 16. LEAVES OF ABSENCE, cont.

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, regardless of the length of time the Bus Driver is required to serve on jury duty. Standby Drivers shall be compensated for jury duty and selection time by computing the daily average of the five (5) previous working days. All holidays for which the employee is otherwise eligible shall also be compensated.

1. 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.
 2. A Bus Driver who is called for witness duty in a court shall be counted as an excused absence.
- D. A Bus Driver requesting personal business leave of absence shall notify the Company as far in advance as possible. Personal leaves of absence may be granted by the Company for a period of time up to one (1) consecutive year or one (1) aggregate year within a two (2) year period. The Company shall not deny properly submitted and written personal business leave requests or extension requests without cause. Employees returning from a personal leave of absence shall give the Company at least fourteen (14) days notice of date of return.
1. Effective December 1, 1980, any driver denied a personal leave of absence may subsequently resign in writing, within three (3) working days of his/her receipt of a written denial from the General Manager or designee. A driver following this procedure who is rehired within one (1) calendar year shall have seniority restored in accordance with Subsection A of the previous page. The "calendar year" shall begin the day following the last day worked prior to the written denial of leave. The rehiring of drivers shall remain at the discretion of the Company.
- E. Emergency leave shall be granted to the Bus Driver upon notice to the Company. The reason for said emergency and its anticipated duration shall be put forward in writing at the time the request is made. Emergency leave shall be limited to no more than thirty (30) days, at which time a driver may apply for personal leave. Upon return to work, the driver shall provide the Company with documentation regarding the emergency. Emergency shall be defined as a death in the family, serious illness in the family, or serious economic disruption in an employee's life. At the request of the Bus Driver, the Company will mail the pay check to the Bus Driver's designated address.
- F. Military Leave: The Company and the Union agree that they will comply with all Federal and State Laws regarding Veterans re-employment rights.
- G. Union Business: Any Union official requiring a leave of up to sixty (60) days due to Union business shall be granted same by the Company upon written request. Any Union official requiring a leave of absence that exceeds sixty (60) days may be granted the same by the Company upon written request. In the event a Union official is off of work for more than sixty (60) consecutive days, the Union shall reimburse the Company for the cost of the individual's health care premiums beyond the 60th consecutive day.

SECTION 16. LEAVES OF ABSENCE, cont.

- H. Blood Bank Leave: A reasonable number of Bus Drivers with the approval of Management will, upon request, be granted the PM portion of their work day, a personal leave without pay, for the purpose of donating blood to an established blood bank account or for the purpose of contributing without pay, to direct transfusion for hospital use.
- I. The Company shall maintain medical and life insurance payments whenever an employee is on a work-related disability for up to eighteen (18) months. Such payments shall be maintained by the Company for a period of twelve (12) months whenever an employee is on a sick, maternity or disability leave which is not work related. Such payments shall be maintained by the Company for nine (9) months whenever the employee is on a child care leave.

This section becomes effective with the ratification of this Agreement. If an employee is on a leave of absence, as referenced in Section 16, at the time of ratification, the time limits for that leave of absence and medical contributions will begin effective upon ratification of this Agreement.

- J. Pre-retirement Personal Leave: The Company shall make available to six (6) senior drivers per year, pre-retirement personal leave. Drivers who meet the criteria of 1) 62 years of age and 2) five (5) years of seniority, shall bid by written request for such positions. There shall be three (3) positions during Period I; January 1 through June 30, and three (3) positions during Period II; July 1 through December 30, seniority shall prevail. No driver shall choose more than one (1) period per year, but may repeat as often as desired on an annual basis. There shall be no seniority lost while on pre-retirement leave. Drivers shall give advance notice of forty-five (45) calendar days before the effective date of the leave plus, before the date of return to work. Drivers on pre-retirement personal leave shall receive full benefits for the period worked, with the option to self-pay health and life insurance benefits during the leave period. Drivers shall earn one (1) day sick leave for each seventeen (17) days worked. Drivers shall be eligible to receive holiday pay only if they are eligible under Section 29B.
- K. Upon revocation of a School Bus Certificate for medical reasons, the driver shall be granted one (1) year medical leave beginning at the time the certificate is revoked. At the end of this one (1) year period, unless the driver can provide medical substantiation that she/he will be able to return to driving within three (3) months, she/he will be terminated from the seniority list, or upon written request, may be granted a personal leave (see Section 16 D). If medical substantiation is provided, the driver's leave shall be converted to a personal leave, for a period not to exceed one (1) year.
1. The driver shall submit a medical status report from his/her doctor every sixty (60) days. If the doctor's report should indicate the driver is permanently disabled, and she/he would no longer qualify for a School Bus Certificate, the driver will be terminated at the time of notification of the doctor's report.
 2. If and when a driver's fifteen (15) month leave expires, as stated on the previous page, she/he will have the option to request, and may be granted a personal leave of nine (9) additional months.

SECTION 16. LEAVES OF ABSENCE, cont.

3. For purposes of this Section only, Subsection 1, Permanently Disabled shall be defined as: Unable to return to her/his position within fifteen (15) months of revocation of certificate for medical reasons.
 4. Drivers whose certificate is revoked under this Article shall be given preferential consideration to any non-driving job openings that may occur, if qualified.
- L. FMLA : The Employer and the Union agree to be bound by the Federal Family Medical Leave Act. The employee will be granted a leave of absence pursuant to the eligibility requirements provided for in the Act.
- M. In the event a driver is unsuccessful in the renewal process, they must wait forty-five (45) days until they can begin the testing process again. The driver's route shall be put up for a hold down for a maximum period of 90 days while the driver completes the renewal process. The driver will be on a personal leave of absence. The Company's contribution for medical benefits shall be discontinued during this period.
- N. Upon revocation of a School Bus Certificate, the driver may be granted a one (1) year personal leave of absence beginning at the time the certificate is revoked. At the end of this one (1) year period, if the driver is actively pursuing reinstatement of the school bus certificate, an additional ninety (90) day extension of their personal leave will be granted. If the Company does not grant a leave of absence, and it decides to rehire said employee within one year, then seniority will be calculated as if it were a personal leave, with the ninety (90) day extension allowed for retraining and testing.

SECTION 17. MATERNITY LEAVE

- A. Maternity leave shall be treated the same as a medical leave and all of the applicable provisions of Section 16 shall apply to maternity leave.

SECTION 18. SAFETY PROGRAM

- A. The Union and the Company recognize that safety is the priority in the transportation of school children. In addition, both parties recognize the importance of enhancing employee safety.

The Company and Union, therefore, agree to cooperate in the development of a safety program.

1. The Company and the Union will cooperate in the development of a safety handbook or drivers.
2. Drivers may receive a behind the wheel evaluation annually and be paid for any retraining.
3. The Union and Company will jointly design an in-service class to address the problems of school bus driving with a particular focus on special education.

SECTION 18. SAFETY PROGRAM, cont.

- a. Use of special equipment (lift gates, orthokenetic wheelchairs, other wheelchair appliances, car seats, various tie-down procedures, etc.)
 - b. Special problems of medically fragile children.
 - c. First Aid for seizure victims.
 - d. Problems related to emotionally troubled children.
 - e. The problem of child abuse
 - f. Skills for emergency bus maintenance (with participation of SHOP and IAM)
 - g. Special problems of KG transportation
 - h. The problems and accomplishments of disabled people (Center for Ind. Liv.)
 - i. Accident prevention
 - j. Sign language
 - k. First Aid and CPR
and;
 - l. Voluntary non-paid class on integration and problems of new immigrants.
4. The "bug board" of down equipment shall be posted in dispatch and maintained on a daily basis.
- B. No Bus Driver shall be required to pay the cost of any fines or lose pay as a result of equipment violations. In the case of speeding tickets, the Bus Driver has the right to have the speedometer checked. If the inaccuracy in the speedometer caused the speeding ticket, the Company will bear the cost of the speeding ticket. If a Bus Driver is cited for driving at a speed unsafe for traffic or road conditions, or parking in violation of City or County ordinances (other than scheduled pick-ups and drop-offs), he/she shall not be relieved of the duty of paying for the ticket.
- C. The Company shall not order a Bus driver to drive a bus that has been determined unsafe by the Bus Driver according to the law as a result of the Bus Driver's required daily inspection, or as a result of an equipment malfunction while in operation.
- D. State Requirement for Certificates: The Company shall provide training and testing 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. Whenever possible the Company may schedule classes during guarantee hours.

SECTION 18. SAFETY PROGRAM, cont.

- E. A Bus Driver shall not be required to pay the cost of any part of an accident in which he/she is involved.
- F. Any 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 personal leave shall be exempted under this provision. Classroom time while on medical leave shall be exempted under this provision. Classroom time while on medical or child care leave shall be paid at the drivers option, however, such payment will not be considered as time worked for purposes of health and welfare and life insurance contributions, sick leave and holiday pay eligibility.
- G. A committee of three (3) Bus Drivers and yard workers shall review Company Safety Policy and Safety meeting agenda items and propose new programs and measures to develop safety at the yard. Such proposals and measures shall be presented to the General Manager at mutually agreed upon meeting dates. Any proposals recommended by the committee which are not adopted can be discussed with the Area President or his/her designee at a mutually agreed upon meeting date. Insofar as possible meeting times shall be scheduled so as not to conflict with driver work times. If meetings do take place during a drivers work hours, lost time shall be paid by the Company.
- H. Before returning from a medical or personal leave of absence, the Company will make known to the driver the specific conditions and possible training prerequisites prior to returning to work.
- I. A driver who is involved in a bus accident, shall cooperate with the Company's insurance carrier and attorneys in the investigation and presentation of the facts.
- J. If in the course of duty a Bus Driver determines that a danger to his/her person, property, or safety of passengers, exists from other persons upon notification from the Bus Driver, the Company shall make every effort to notify the law enforcement authorities, and/or the SFUSD (whichever is appropriate) and will make the necessary follow through to correct the problem in addition to providing adequate supervision for the Bus Driver's protection. It will be the Bus Driver's responsibility to make every effort to contact the Company as soon as possible when such dangers exist and endeavor to provide uninterrupted service.
- K. Standby Drivers unassigned and still within their guarantee may be required to do the following: check out buses, write up DDRs, notify dispatch of downed buses, move buses, collect keys, exchange buses.
- L. Nothing in this Agreement shall prohibit the Company from implementing a safety or attendance bonus. The Company reserves the right to modify, revoke, suspend, terminate or change the program upon meeting and conferring with the Union.

SECTION 19. ACCIDENT REVIEW COMMITTEE

- A. A driver's first preventable accident of employment, if minor, such as, but not limited to: damage cluster lights, scratches to bus and other vehicles, broken mirrors, etc., but not including personal injury or damage to other vehicles, will be handled in the following manner:

SECTION 19. ACCIDENT REVIEW COMMITTEE, cont

The driver will receive a consultation with the Union present, if requested, and the minutes of such consultation including corrective action to be taken will be given to the driver and the Union. Subsequent preventable accidents will be subject to the following process; the driver shall be required to receive one (1) hour of behind the wheel retraining pertaining to the specific cause of the accident. Such required retraining shall be paid and count towards renewal hours. This paragraph will not apply to chargeable accidents covered under Section 21B.

- B. The Company shall make the initial ruling in preventability of accidents. The Company shall inform the ARC and involved Bus Driver of its decisions and the reasons for its decisions on preventability and their consistency with the Company guidelines. A Bus Driver, or his/her LCOA representatives, may present any additional evidence or testimony (written or oral) pertaining to an accident. Such information shall become a part of the official record pertaining to the accident. New evidence or testimony will be presented to the Company or Union by the other party for its consideration before it is presented to the ARC.
1. The Bus Driver has the right to consult with a Union representative before filling out accident reports.
 2. All accident reports must be submitted by the Bus Driver to a Terminal Manager or DDS Supervisor by the next business day, and shall be promptly reviewed between the Bus Driver and the Terminal Manager or DDS Supervisor for accuracy and completeness. During such review, the Bus Driver may have his/her Union Representative present. Drivers will be disciplined for failure to comply with time limits. Drivers will be compensated for any additional time up to one (1) hour to submit accident and/or incident reports.
- C. If the Company decides that an accident is preventable, the Bus Driver involved will automatically have their accident reviewed by the ARC. The Secretary of the ARC shall schedule the driver for their review as soon as possible, but there will be a one year time limit within which an accident must be reviewed.
- D. There will be five (5) members of the Accident Review Committee; two (2) drivers, two (2) Management, and a neutral third (3rd) party acceptable to both the Company and the Union. In the event the neutral party fails to attend a meeting, then an alternate driver member will fill that position with full voting rights. Meetings are to take place at a time decided by the Committee and convenient to all Bus Drivers, consistent with the efficient operation of the business. Two (2) drivers ARC members will be paid by the Company for all times lost, regular route time only, while attending ARC meetings. If an alternate driver is used, he/she shall be compensated for wages lost. Any lost time submitted by a Bus Driver attending an ARC meeting must be approved by a management representative in attendance at the meeting.
1. Any DDS/Management personnel who makes the initial ruling on an accident cannot vote on that specific accident.
- E. The Chairperson shall be selected by the full committee from the Bus Driver members, and the Secretary shall be selected by the full committee from the Company members.

SECTION 19. ACCIDENT REVIEW COMMITTEE, cont

- F. ALTERNATES: There shall be five (5) alternate Bus Driver Committee Members. Bus Drivers wishing to be considered as alternates shall submit their names to the established Bus Driver members of the ARC. There shall be five (5) alternate Company Committee Members. All such alternates will be on call if a regular member cannot attend a meeting. Said alternate list will be revised when necessary.
- G. ARC Members must give the Chairperson two (2) days notice that he/she cannot attend a meeting. No scheduled ARC meeting can be cancelled unless the Chairperson and a Company representative agree.
- H. The ARC will follow guidelines which are used by all divisions of First Student Inc, and the unique conditions of the accident to determine preventable or non-preventable accidents. All Bus Drivers shall be given a copy of First Student Inc, guidelines at the beginning of each school year.
- I. Only voting members of ARC will be present during the voting procedure. Bus Drivers can be at the initial discussion to present their case.
- J. Voting procedure shall be by secret ballot.
- K. Once a vote has been cast and given to the Chairperson of the ARC, the decision shall stand unless the losing party, as a result of new evidence or as a result of a significant violation of the procedures of this Section by a member of the ARC, appeals within five (5) days from the date of the decision.

The losing party must present as soon as possible, but in no case later than thirty (30) days from the date of the decision to the ARC, or the appeal is void. The losing party has the right to appeal once and solely on the basis of new evidence, or as noted above. After hearing the new evidence, the Committee shall cast a vote either reverse or uphold its original decision. The losing party wishing to appeal a Committee decision must provide the ARC with the new evidence prior to such appeal hearing.

- L. The Secretary shall notify the Bus Driver in writing of the Committee's decision within one (1) day after the review decision is made. If the Bus Driver is present at the end of the review he/she can be told the decision. Such written decision shall include factual conditions and considerations upon which the decision is based, if so requested by the Driver.
- M. No member of the ARC shall discuss with any person, an accident under the review.
- N. If after an accident the Bus Driver considers it due to faulty equipment, the Bus Driver shall notify the Company immediately and the Company shall arrange to have the bus tested at the accident site or towed to the yard and tested there. A written report of the test shall be attached to the accident report.

SECTION 19. ACCIDENT REVIEW COMMITTEE, cont

- O. The ARC shall follow the guidelines listed:
1. The Secretary will supply the ARC with the accident reports requested before the start of the meeting.
 2. The Company, LCOA and Chairperson shall be supplied with a copy of the ARC minutes by the Secretary on the day following the ARC findings.
 3. The Secretary shall inform all those involved and the Bus Driver whose accident is to be reviewed, of the upcoming review via a written bulletin left in the Bus Driver's box.
 4. If the Bus Driver does not appear, the review will proceed. No request for re-review shall be accepted unless the Bus Driver was on excused absence during the three (3) notification days.
 5. The Secretary will submit an agenda for majority ARC at the start of each meeting. The agenda shall be set up so that insofar as possible, Bus Drivers shall have their accidents reviewed on a scheduled basis.
 6. Accidents being reviewed in Agenda order shall be read aloud by the designee of the ARC to all members of the Committee. Accident reports under consideration by the ARC shall be made available for Committee review while the Committee is in session.
 7. Bus Drivers whose accident is before the ARC for review may have members of the LCOA present at all stages of the ARC hearings except, during the secret ballot vote. The Bus Driver may have outside counsel present at the ARC hearing to act in an advisory capacity only, and may have an observer present who also may not make any presentation to the ARC.
 8. In reviewing an accident, ARC member will review only facts pertaining to such accident, i.e., all questions and discussions must pertain solely to such accident.
 9. A majority vote of the members present shall be binding. At least four (4) members must be present for a quorum. Refusal to vote shall indicate an abstention. The Chairperson shall call for the vote on an accident. The majority will determine whether the accident shall be voted on or tabled.
 10. The results of the vote shall be written to the remarks column and the Bus Driver's accident file. This shall include the signature of one Company and one Bus Driver representative and date of decision. This same information shall be recorded in the minutes.
- P. Insofar as possible, Bus Driver complaints regarding the ARC procedures shall be restricted to ARC hearing and appeals.

SECTION 20. GRIEVANCE PROCEDURE

- A. **Scope and Procedure:** Any grievance or dispute which a Bus Driver, or the Union may have with the Company arising out of the application or interpretation of a specific clause or clauses of this Agreement or any bonafide dispute, shall be adjusted according to the following procedure.

Step 1. The Union or the Bus Driver, through the Local Committee, shall initially present grievances concerning Dispatch, verbally to the Assistant Manager, and all other grievances shall initially be verbally presented to the employee's Transportation Manager by the Union or the Bus Driver through the LCOA within twenty-four (24) hours of the occurrence. If the grievance cannot be settled verbally, then the Union or Bus Driver, through the LCOA, after its investigation, shall present the grievance in writing to the General Manager on or before the date of the next regularly scheduled weekly grievance meeting. The Company's answer regarding said grievance must be given within seven (7) days of the weekly grievance meeting. Nothing in this Section shall prevent the Company and the Union from working out day-to-day problems outside the regular grievance meetings however, whenever possible, all matters shall be dealt with at the regular weekly meetings. Written grievances shall contain the grievant's name, the date that the grievance was filed, the nature of the grievance, and the specific article which is in dispute.

Step 2. If the Bus Driver or the Union is dissatisfied with the Step 1. answer, the Union may within seven (7) days of receipt of such answer, appeal such decision in writing to the Area Vice President or his/her designate. The Area Vice President or his/her designate shall hold an appeal hearing within seven (7) days following receipt of request for such hearing, and render a decision in writing within ten (10) days of such hearing. The LCOA and the General Manager may agree to bypass the appeals hearing, and the Union may proceed to Step 3, Mediation.

Step 3. Mediation: If a grievance or dispute which has been processed in conformance with the procedure set forth in this Agreement is not satisfactorily settled by the written answer of the Area Vice President or his/her designate as provided in this Section, the Union may submit the matter to the California Mediation and Conciliation Service or any neutral third party agreed upon by the Union and the Company, by sending notice to the Company within thirty (30) days of receipt of the Area President's answer to said grievance that the Union desires the matter submitted to Mediation.

Within two (2) days from the date of notice by the Union to the Company for Mediation, the Company and the LCOA shall jointly request the California Mediation and Conciliation Service to mediate the grievance or dispute. The jurisdiction and authority of the Mediator of the grievance or dispute and any opinion and/or award shall be confined exclusively to the interpretation of the explicit provision(s) of this Agreement or issue between the Union and the Company and shall not be binding on either party.

- B. **Time Limits:** Grievances shall be deemed timely only if they are filed in writing within fifteen (15) working days of the occurrence or omission that gave rise to the grievance or within fifteen (15) working days of the time the grievant and the Union should reasonably have had knowledge of said occurrence or omission. Time limits as set forth in the above grievance procedure may be extended by mutual agreement of the Company and the Union with the party seeking the extension to give its reason in writing for such extension to the

SECTION 20. GRIEVANCE PROCEDURE, cont.

other party. Any of the above steps of Grievance Procedure may be bypassed upon agreement of the Union and the Company.

- C. Information: In the processing of any grievance or dispute, the Company will make available for inspection in its own office, pertinent call sheets or dispatch sheets, time slips and personnel records of concerned Bus Drivers to any authorized representative of the Union. The Company shall supply the LCOA with: Weekly field trip logs, monthly sign-up sheets of extra work, daily standby logs, and daily availability lists for field trips and extra work and any other information in the Company's possession deemed relevant to the grievance at hand with the exception of interoffice memoranda between the Division Staff and the General Manager or his designee. However, interoffice memoranda such as but not limited to; incident reports, etc., that are utilized by the General Manager or his designee in the disciplinary process, or offered by the Company in its position statements at any stage of the Grievance Procedure, shall be made available to the LCOA upon request. All lists with the exception of daily lists shall be given to the LCOA on Friday. Any driver who has a dispute with the Company may see any material in the Company's possession pertaining to said grievance, except interoffice memoranda as defined above.
- D. Should the California Mediation and Conciliation Service Mediator fail to effect an accepted settlement, she/he shall within ten (10) days from the hearing, issue a recommended settlement of the grievance or dispute which shall be issued to the parties in writing.
- E. All grievance hearings shall be open unless drivers desire them to be closed. Drivers are entitled to a private hearing at their discretion.

SECTION 21. DISCIPLINE

- A. No Bus Driver covered by this Agreement will be terminated or suspended from the service of the Company without sufficient cause and before responsibility has been established by the holding of a fair and impartial hearing. Furthermore, at least one (1) verbal and one (1) written warning must be given to that driver, under the progressive disciplinary system, except as stated in Article B on the second, following page.

The Company's determination of a driver's fault, if any, shall be reserved until the completion of its investigation. Prior to a driver being terminated or suspended under this procedure, the Company shall schedule a hearing. The driver and the LCOA Chairperson shall be given forty-eight (48) hours advance written notice of the hearing's time, place and purpose. Such hearings shall normally be conducted on the day of the regularly scheduled grievance meeting between the Company and the LCOA. An appeal from this hearing, as provided for by the Grievance Procedures, shall be heard no later than the next regularly scheduled LCOA weekly grievance meeting.

- 1. Suspension and termination steps of the Progressive Disciplinary Procedure which come as a result of charges made by persons not in the employ of the Company shall be handled in the following manner:
 - a. The names of such charging witnesses and the date of charges will be furnished to the driver and the LCOA Chairperson two (2) days prior to the hearing.

- b. Charging witnesses may be requested to attend the discipline hearing by the driver or the LCOA.
1. Should a charging witness fail to attend a discipline hearing, the charge shall be dropped unless prompt and satisfactory explanations are furnished by the witness for his/her failure to attend.
 2. Should a driver fail to attend a hearing when notified properly, the driver may be disciplined unless prompt and satisfactory explanations are furnished for his/her failure to attend.
 3. Prior to the issuance of any warning notice the incident, giving rise to the contemplated warning notice will be discussed with the driver. If the driver's statement of the incident is at variance with the Company's, the driver's statement shall be investigated before the issuance of a warning notice.
 4. At the time an outside complaint is made against a driver resulting in a warning notice, the Company shall ascertain whether or not the person making said complaint will appear in person at a hearing with the driver. If the accuser will not appear, no warning notice will be issued but an incident report may be filed and discussed with the driver.
 5. Such written warning notices will be signed by the affected Bus Driver. Then the warning notice will be placed in the Bus Driver's personnel file. Such acknowledgement shall not indicate acceptance of charges. A Bus Driver protesting such warning notice shall file a grievance within fifteen (15) days of the date that the warning notice was issued, otherwise the discipline will stand against the Bus Driver's record.
 6. Written warning notices will be placed in a driver's file only after the case is completed. When a warning notice is rescinded, all related material shall be removed from a driver's file.
 7. Items in the Bus Driver's record more than twelve (12) months old, shall not be used in grievance or disciplinary matters against the Bus Drivers, provided however, that items relating to accidents in the driver's record more than eighteen (18) months old shall not be used.
 8. Discipline by record may be assessed against an employee under the above procedure within ten (10) days after the General Manager of the Company receives information concerning any matter for which discipline may be assessed.

SECTION 21. DISCIPLINE, cont.

- B. In cases of insubordination; intoxication (drugs and alcohol), three (3) preventable accidents within a twelve (12) month period, serious preventable accidents (Company's initial determination of preventability); unauthorized use of equipment, theft, violation of CHP or DMV regulations which result in a suspension or revocation of a driver's license or certificate; the Company may suspend the driver with pay until such time as the Company completes its investigation. The driver and the LCOA shall be notified in person by the General Manager of the Company's final determination of a disciplinary suspension or termination of the driver and a fair and impartial hearing must be held, if requested, within twenty-four (24) hours.
- C. In all hearings a Bus Driver shall be permitted to have her or his authorized Union representative present, and have witnesses appear in her or his behalf, also, submit signed statements by others not present and interrogate any witness giving testimony at the hearing. Copy of any verbatim transcript of hearing taken by one party shall be furnished to the other party.
- D. Should the decision of the General Manager in Articles A and B of the previous pages be reversed within the grievance procedure, or be rescinded by the Company at a later date, the Company agrees that the driver shall be reinstated to his/her former position without loss of seniority, and will be paid wages lost; nor will the driver's record reflect such suspension or discharge. However, if it is mutually agreed that the driver was partially responsible, then the parties may mutually agree upon a reduction of the penalty and upon what, if any portion of back pay should be restored to him/her.
- E. If the Bus Driver or the Union finds any decision made under this Section unjust, the Bus Driver or the Union has the right to protest it through the Grievance Procedure.
- F. In the application of any of the above sections, if the Union and the Company mutually agree, discipline shall be withheld until the appeal step of the Grievance Procedure has been completed, in cases of protest, except as provided in Article B above.
- G. The principle of progressive discipline shall fall within the guidelines of either Schedule A or B:
 - 1. Schedule A shall be defined as all attendance related infractions, i.e., AM and PM sign-on lateness, unauthorized absences, etc.
 - 2. Schedule B shall be all other infractions of DMV or CHP or Company rules and regulations; i.e., unauthorized park outs, radio abuse, not carrying on their person while on duty all necessary certificates, and anything else not covered in Section 21B.

SECTION 22. PERSONNEL RECORDS

- A. Upon request by a Bus Driver, authorization will be granted for the Bus Driver, at a time convenient to the Bus Driver and the Company to examine his/her personnel record.
- B. At the time an item is placed in a Bus Driver's file, a copy will be given to the Bus Driver.

SECTION 22. PERSONNEL RECORDS

- C. Items in the Bus Driver's record that are more than one (1) year old shall not be used in grievance or disciplinary matters against the Bus Driver unless that item is for the same infraction.
 - 1. Items in the Bus Driver's accident record more than eighteen (18) months old shall not be used in grievance or disciplinary matters against the Bus Driver.
- D. 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.
- E. At the end of each school year, all items relating to matters of discipline, other than accidents which are more than one (1) year old will be placed in a separate personnel file.
- F. The Company shall, upon request of the driver, surrender expired documents to the driver at the time of replacement of new documentation. If the driver fails to request expired documents, the Company shall dispose of them in a manner required by law.

SECTION 23. NON-DISCRIMINATION

- A. 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.

SECTION 24. COMPANY DUTIES

- A. All Transportation Managers shall be available before morning runs, upon drivers' request, via a (2) two-way memo submitted by the drivers the previous day.
- B. The Company shall maintain a Dispatcher on duty in the dispatch office, with a two-way radio operating to receive calls, during the course of all regular school runs. Bus Drivers scheduled to perform service beyond the normal working hours of dispatch shall be provided with the answering service number.
- C. The Company shall provide each operator with a complete handbook of Company rules, a copy of the regulations and laws relating to pupil transportation in the Company, and copy of this Labor Agreement.
- D. The Company shall be responsible for maintaining and providing adequate supplies and equipment which are required for safe operation of vehicles.
- E. A squeegy, a tire "buddy" or bumper, shall be issued to each driver on his/her first day of employment and may be reissued each September. All Bus Drivers are thereafter financially responsible for these supplies. A Bus Driver who terminates employment with the Company must return the supplies, or they will be billed for the cost of replacement. Returning drivers in the succeeding school years will not be eligible to receive additional supplies until the outstanding bill is paid.

SECTION 24. COMPANY DUTIES

- F. Bus Drivers will not be required to bear the expense of any physical, medical or other examinations, or re-examinations required by the Company by law, or by a regulating body. In the application of this rule the Company may designate the examining physician.
- G. Bus Drivers in the performance of duties, or changing tires, chains, or minor repair work, shall be compensated by the Company for any cleaning or repair to clothing soiled or damaged while performing such services.
- H. Route Hazards: After having determined the existence of a hazard, the driver shall:
 - 1. Have the right to divert from his/her regular route to avoid the hazard.
 - 2. Notify the Company as soon as possible of the diversion and the reason for it.
 - 3. Submit a written report to his/her Supervisor concerning such hazard upon his/her return to the Division.

If the hazard continues to exist and corrective action or Company re-routing has not taken place prior to the next day's run, the drivers shall continue to divert from his/her regular route as specified in items 1 and 2 above.

- I. Yard Hazard: The Company shall maintain the yards in a safe condition.
- J. The Company shall follow its policy of promotion from within.
- K. The Company shall maintain a complete set of all work rules on the premises available for inspection by any driver or Union representative at all times. This shall include a complete and updated contract containing all side agreements and revised contract interpretations. Drivers will be provided with all new rules and interpretations in writing.

SECTION 25. DRIVER'S ROOM

- A. The Company shall maintain the Driver's Room and Dispatch Office 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; paper towels in all toilet facilities and articles of feminine hygiene in women's toilet facilities in each Company location. Toilet facilities shall be cleaned daily.
- C. The Company shall make available in the Driver's Room a bulletin board for the purpose of posting articles of personal interest to drivers.
- D. The Driver's Room shall also include:
 - 1. Seating and table space in sufficient number to accommodate a reasonable number of drivers.
 - 2. A pay telephone

SECTION 25. DRIVER'S ROOM cont.

3. A message center board above the pay telephone
 4. Emergency equipment: First Aid Kit Fire Extinguisher Cot
 5. Exhaust fans
- E. The Company shall comply with local, State, and Federal Laws, that cover such facilities.

SECTION 26. MISCELLANEOUS

- A. Bus Drivers may use, but may not move inactive buses parked at Company locations for taking breaks. The Union has permission to use inactive buses to transact Union business.
- B. Permission to park school buses during the day in places other than Company yards may be granted to Bus Drivers provided it is first cleared and authorized by Company Management. Reason for denial will be given to Bus Drivers in writing.
1. It shall be the responsibility of the driver to pay any and all parking tickets incurred while operating Company vehicles (except when directed by a member of Management, or a police or highway patrol officer to park in such a manner that results in a ticket). Parking tickets that are the responsibility of the driver will be paid by the driver to the Municipal Court of the jurisdiction they were issued within the time limits specified on the ticket.
 2. If the ticket received is a mechanical and/or equipment violation, the ticket shall be Company's responsibility and shall be turned into the maintenance office within twenty-four (24) hours of receipt by the driver.
 3. If the Company receives knowledge of any outstanding ticket, or if the driver allows the ticket to lapse into penalty, the driver will be held financially responsible for the total fine and penalty.
 4. The Company may implement a parking program that is tied to attendance or safety. Nothing in this Agreement shall prohibit the Company from implementing such program. The Company reserves the right to modify, revoke, suspend, terminate, or change the program upon meeting and conferring with the Union.
 5. A School Bus Driver may utilize the one (1) day park out program in order to obtain authorization for the personal use of the Company vehicle. This approval shall be at the sole discretion of the Company.
- C. Rehires: Former Bus Drivers who are rehired shall be paid the regular Bus Driver's rate of pay, provided he/she has a current school bus certificate.
- D. The Company shall not make unreasonable rules and regulations concerning Drivers' hair, beards and moustaches, regarding the general physical appearance of Bus Drivers.
- E. In the event of an employee's death, the Company shall pay all wages and sick pay due to the Bus Driver. These monies shall be mailed to the beneficiary within three (3) days after the legal beneficiary is determined.

SECTION 26. MISCELLANEOUS cont.

- F. Out of service, suspension or termination: Under provision of this Agreement or for any other reason, the Company takes a Bus Driver out of service or suspends or terminates same, the Company shall give the Bus Driver twelve (12) hours notice or pay the Bus Driver for the day's wages lost.
- G. Employees desiring to transfer to another First Student Inc, operation may process such request through the General Manager. The General Manager will assist qualified employees in making such transfers including recommendations whenever possible. Also, the Company will post in the drivers room, any known opening at other First Student Inc, operations for which drivers may be qualified.

SECTION 27. STUDENT DISCIPLINE

- A. The Company delegates to the Bus Driver, full and complete authority on the school bus, subject to applicable laws.
 - 1. Students riding school buses shall at all times follow the instruction of the Bus Driver.
- B. The Company shall provide supervisory assistance to a Bus Driver upon request to enforce student discipline. The Supervisor will board the bus to assist the driver in cases of threatened physical violence or a physical assault and the Supervisor will take whatever action is necessary to resolve the problem. The job of the Supervisor will be to assist the Bus Driver in performing his/her duties.
- C. If a serious discipline problem arises on the bus, the driver shall inform the designated Company personnel in writing of the problem providing full details. The Company will then investigate the problem and if it is deemed warranted, will present the facts to the proper San Francisco Unified School District Representative for consideration, and make every effort possible to see that the problem is resolved.
 - 1. Any incident or serious discipline problem occurring on a school bus shall be recorded by the driver and reported to the Field Supervisor and the LCOA. Records of incidents and serious disciplinary problems occurring on a school bus shall be kept on a log in the Dispatch Office and shall be available for drivers and LCOA inspection. If a route has a record of serious uncorrected behavior, the LCOA shall make recommendations after reviewing the situation. The Company shall insofar as possible, take the recommended action. If a case of actual physical abuse occurs, drivers shall not be required to drive the pull until said students have been removed from the bus.
 - 2. Definition of hazard: Evidence of any weapons or objects being used as weapons, by students or passengers while waiting to board a bus or while on the bus being transported. Any cases of physical abuse directed at any driver by passengers, students or persons who are often encountered in the course of a driver doing their route.

SECTION 27. STUDENT DISCIPLINE, cont.

3. Drivers have the right to safely stop a route or trip any time they notice a student discipline problem occurring that they feel is a hazard. Drivers making such stops shall contact Dispatch immediately to request and receive assistance. Under no circumstances shall a driver put a student off the bus except at their designated stop.
4. A driver who reports a serious problem occurring on a school bus will issue a misconduct citation with copies to the Principal, the SFUSD, and the Company.

Pulls or trips which continue to present hazardous situations to drivers and passengers after all of the above has been complied with, shall be presented to the General Manager by the LCOA to seek other solutions to the problem.

SECTION 28. PAY PERIODS, WAGE AND PAY SCALES

- A. All paperwork (DBR's, extra work reports, charter trips, and sick leave reports) must be submitted daily. Failure to turn in paperwork may result in pay not being processed for the pay period. Any paperwork held back will also result in no pay being processed for the pay period. All pay shortages in excess of \$25.00 due to Company error and not as a result of paperwork not being submitted properly, will be paid on demand no later than 1700 of the authorized pay day (only exception in case of extreme emergency and no authorized check signatures are available). Pay shortages less than \$25.00 will be paid on the next pay day; at the driver's option the pay shortage will be paid utilizing the mechanics pay schedule.
- B. Bus drivers shall be paid on a bi-weekly basis, every other Friday. If the normal payday falls on a holiday, Bus Drivers shall be paid on the last working day preceding that holiday. Paychecks will be ready for distribution at 9:30 a.m. provided they are received from Central Payroll on the prior day.

This in no way limits the Company from handing paychecks out earlier when available. Paychecks will be available until 1700 weekdays, and if not picked up by the Wednesday following payday, they will be placed in the U.S. Mail. Paychecks can be picked up by other persons only if they appear with a written authorization from the driver.

- C. Bus Drivers shall be paid wages owed within twenty-four (24) hours upon termination or leave of absence. Bus Drivers shall be paid all wages owed them within three (3) working days of the last day worked when furloughed or laid off.
- D. Time and one-half the regular rate of pay will be paid for any work, either school or extra work, over eight (8) hours per day or over forty (40) hours per week. The workweek being Monday through Sunday. There shall be no pyramiding or duplication of overtime hours or pay.
 1. Any employee who is on duty ten (10) hours after their sign-on time in one day, shall receive time and one-half for all work done after the tenth (10th) hour, even if their total time for that day is less than eight (8) hours.

- E. Bus drivers required to lift assist handicapped children shall be compensated in the amount of \$6.00 daily, in addition to the prevailing rate of pay. Lift gate operations shall be

SECTION 28. PAY PERIODS, WAGE AND PAY SCALES, cont.

compensated at the same rate. Women have the right to hold down lift runs. Effective August 1, 1983 and August 1, 1984 the above compensation to be increased to \$6.50 and \$7.00 daily respectively. In the event that a lift assist (other than lift gate operation) child is not designated on the route sheet, the Bus Driver shall notify the Company in writing, and if applicable, request lift pay, subject to the review of the Company's Supervisors.

- F. A Bus Driver will receive a minimum daily guarantee of six (6) hours. The minimum guarantees for routes, shall be for each morning (AM) and afternoon (PM) three (3) hours. A minimum of two (2) hours will be paid for noon route. In the event there is doubt as to how the route falls within these guidelines, the Union and the Company will mutually arrive at a conclusion as to how the route will be paid. There will be no pyramiding of time on route times.

<u>A.M.</u>	<u>NOON</u>	<u>P.M.</u>	<u>A.M. + P.M.</u>	<u>A.M. + NOON + P.M.</u>
3:00 hrs.	2:00 hrs.	3:00 hrs.	6:00 hrs.	8:00 hrs.

Minimum guarantee without noon run 6:00 hours at prevailing rate of pay. Minimum guarantee with noon run 8:00 hours at prevailing rate of pay. The driving of field trips and charters on days on which the driver has received his normal school day guarantee shall not entitle the driver to an additional guarantee.

Definition: Noon or Mid-Day Run

1. A Noon or Mid-Day run will be defined as follows and the two (2) hour guarantee will apply:

To any SFUSD regular route starting after 9:30 A.M. and ending before 1:30 P.M. relating to an A.M. or P.M. run in the following manner:

A.M.

Where the A.M. pull end time is more than two (2) hours from the mid-day pull end time.

P.M.

Where the mid-day pull start time is more than two (2) hours from the P.M. pull start time. And where the driver has sufficient time to return to the terminal after the A.M. pull end time or after the mid-day pull end time and start another scheduled pull. This would apply if the driver had sufficient time to return to the terminal but was not required to do so.

2. Also, any kindergarten (KG) run, defined as a run which consists exclusively of KG children, which has a pull time (not sign-on or sign-off time) that begins or ends between the hours of 10:15 A.M. or 1:20 P.M. will be treated as a noon run for purposes of the two (2) hour guarantee. If a KG run spans the 10:15 A.M. to 1:20 P.M. time period, it will also be included as a noon run.

- G. Thirty-five Hour Guarantee -

1. The parties acknowledge that the Thirty-Five Hour Guarantee as contained in Article 28 is

SECTION 28. PAY PERIODS, WAGE AND PAY SCALES, cont.

funded through a General Education Grant from the City of San Francisco. If the SFUSD is not the recipient of such grant or chooses not to allocate the funds to the Company for the support of the Thirty-Five Hour Guarantee, such program may be discontinued by the Company.

In the event the grant that funds the 35-Hour program is discontinued, Section 28 G, 1 – 14 will become inactive and will revert to Section 8, Noonday Work, and Section 9, School Hour Field Trips, and other applicable sections of the contract. In the event the funding is reinstated, Section 28 G, 1 – 14 will be reactivated.

In the event that the Thirty-Five Hour Guarantee is in effect for the 2005-2006 school year, the base number of routes of 102 from the 2004-2005 school year will be the basis of the calculation as provided in this section. The calculation for the remaining years of the Agreement will be based on the previous year's calculated number of guaranteed routes. This guarantee will apply to those routes designated by the SFUSD and will apply to those routes run during the regular school year, not to include summer, holiday period, or in-service weeks.

Any increase or decrease in the current service level from SFUSD by five (5) % or more, may alter the total number of "guaranteed" routes by the same percentage.

2. There will be no "run-around" grievances filed as a result of any seniority violations of this provision.
3. In order to fulfill the guarantee, employees may, at the discretion of the Company, be required to perform office work, light yard work (cleaning the trash from the area in the immediate vicinity of the bus), and any duties related to school bus driving, to include cleaning, sweeping, and washing the buses. This shall not result in the displacement or replacement (including by attrition) of Staff or Yard personnel.
4. So that the work can be diverted to the "guaranteed" routes, extra work (except evening and weekend work) shall be assigned to the drivers on the guaranteed routes first, in order to provide those routes with thirty-five hours. Next, the drivers with six-hour routes shall have the opportunity to bid on this work. Except that, if Dispatch offers work to a driver and the driver informs Dispatch that they have met their guarantee, but for operational needs Dispatch still needs the driver to perform the work, the driver will accept the assignment. If a trip ends at or after 5:00 PM, drivers will not be forced to accept it under the 35-hour guarantee. These late ending trips will be assigned from the field trip list of the mid-day list as appropriate. Trips signing on at 5:00 PM or after will be assigned from the extra work list. On non-35-hour weeks, all field trips, extra work and sick and missed kids shall be bid in seniority order.
5. Drivers must be available everyday during midday on the first pass and must leave a method of contact with Dispatch, i.e. pager, cell phone, etc.
6. Drivers can not refuse any work assigned. Drivers who are unable to do an assignment will have broken their thirty-five hour guarantee for that week.
7. In order to be qualified for this guarantee, a driver must be qualified on all equipment and the Company retains the right to change a driver's bus depending on the needs of the business. The Company recognizes that senior drivers may not be proficient on all equipment and may

SECTION 28. PAY PERIODS, WAGE AND PAY SCALES, cont.

- deem such drivers eligible for the thirty-five hour guarantee depending upon the needs of business.
8. Any unauthorized absence or preventable accident, will cause the driver lose his/her thirty-five hour guarantee for the week.
 9. Drivers will be assigned work in a manner deemed appropriate by the Company. The Company will post a comprehensive list of all assigned trips as soon as practical.
 10. If this language conflicts with any other language in the collective bargaining agreement, then this language shall supercede those provisions.
 11. This proposal shall be effective with the beginning of the regular 2000-2001 school year.
 12. Stand-by drivers shall continue to bid on routes with trips attached.
 13. Drivers who accept a route with guaranteed hours shall not be allowed to bid off the route except and unless they are bidding onto a route with greater hours, or by mutual agreement between the Company and the Union.
 14. The above sections apply only to the thirty-five (35) hour guarantee.

H. Wage Schedule:

Current	\$26.53
August 1, 2010	Greater of 2% or CPI
August 1, 2011	Greater of 2% or CPI
August 1, 2012	Greater of 2% or CPI
August 1, 2013	Greater of 1.5 % or CPI
August 1, 2014	Greater of 1.5% or CPI

* The cost of living adjustment shall be calculated based on the percentage of increase in the twelve (12) month Urban Wage Earners and Clerical Workers (New Series) (CPI) for the San Francisco Oakland Metropolitan Area, as reported by the U.S. Department of Labor for the June to June period immediately preceding the adjustment date.

The rate adjustment shall be computed in accordance with the following formula:

$$R = S + (S) (f)$$

Where: R = Revised standard hourly rate for any subsequent year applicable to all hours paid.

S = Standard hourly rate for hours paid and subsequent adjusted rate.

f = one hundred percent (100%) of the annual increase of the Consumer

Price Index for the San Francisco – Oakland Metropolitan Area as reported by the U.S. Department of Labor.

- I. Thirty (30) Minutes Layover or Less. In the event a route or standby assignment has a thirty (30) minute layover or less between deadhead ending and starting times, the Company will pay straight through. Exceptions may be granted for layovers in excess of thirty (30) minutes between contract deadhead time, provided the explanation given is approved by the Company General Manager.

SECTION 28. PAY PERIODS, WAGE AND PAY SCALES, cont.

J. Dry Runs. If the Company requires employees to dry run routes, such employees shall be paid at the appropriate guaranteed hours and pay rate.

K. Flat Rates. A rate for a route from home to school service and return shall be established at the time the face sheets are posted for annual bid.

1. Face Sheet: Face sheet will include for each AM, noon and PM guarantee: sign-on and sign-off time and total hours paid (flat rate).
2. Lift Pay: Lift pay will be added to flat rate after it has been approved by driver's Supervisor per Section 28E.
3. Minimum Day/Temporary changes: Any temporary changes made by SFUSD will not cause any loss of pay of regular flat rate. Minimum day schedules will be paid the regular flat rate or minimum day flat rate, whichever is greater. This will also apply for any one (1) day changes made by SFUSD. The higher rate shall be entered on DBR.
4. Over Flat Rate/Errors: If a route runs longer than times designated on face sheet, an extra work report (EWR) shall be submitted with driver's DBR. The EWR shall be submitted daily for approval until the driver receives an adjusted face sheet. The driver will notify their Supervisor in writing of any errors, or corrections necessary. The Supervisor will process this information through SFUSD. The driver shall notify their Supervisor if adjustments have not been made within ten (10) working days. SFUSD may require driver to do time checks before route will be adjusted.
5. The Bus Driver has the right to file a grievance if above procedures have not satisfied his/her correction of flat rate or other adjustments.

L. Trainers Pay:

- a) Effective August 1, 1982, the Company may begin in a selection process for a new group of Driving Instructors/Delegated Behind-the-Wheel Trainers, whose primary duties shall be to instruct trainees, UTU members covered by this Labor Agreement, and may include other duties as assigned. Driving Instructors/Delegated Behind-the-Wheel Trainers shall be selected based upon the evaluation of the DDS Department, and may be periodically re-evaluated as often as twice each calendar year. Driving Instructors/Delegated Behind-the-Wheel Trainers shall be selected by using, but not limited to, the following criteria:
 1. Accident Record
 2. Attendance
 3. Good working knowledge of proper training procedures shall include but not be limited to; throttle control, check-outs, etc.
 4. Be able to attend and be involved in workshops for improved training procedures
 5. Shall comply with DDS policies and procedures and training

SECTION 28. PAY PERIODS, WAGE AND PAY SCALES, cont.

- b) Any time a Driving Instructor/Delegated Behind-the-Wheel Trainer instructs a trainee on a school bus, \$5.00 per day will be paid to that Driving Instructor/Delegated Behind-the-Wheel Trainer in addition to the regular hourly rate of pay.

Any Driving Instructor/Delegated Behind-the-Wheel Trainer who is designated as a full-time trainer by the Company shall receive eight (8) hours of sick leave hours on any approved sick leave day.

All other Driving Instructors/Delegated Behind-the-Wheel Trainers who hold routes shall be paid their flat rate or eight (8) hours, whichever is greater. Driving Instructors/Delegated Behind-the-Wheel Trainers with less than eight (8) hours of flat rate time will be paid the actual hour average of sick leave hours on any approved sick leave day.

- c) Once the group of Driving Instructors/Delegated Behind-the-Wheel Trainers is selected, work assignments (as in B above) as Driving Instructors/Delegated Behind-the-Wheel Trainers will be made insofar as possible, in a fair and equitable manner.
 - 1. The Company shall maintain a Records Chart, logging trainer work hours.
- d) Employees that are actively utilized as Driving Instructors/Delegated Behind-the-Wheel Trainers shall be paid for mandatory meetings. There shall be no travel costs associated with this provision.

All Driving Instructors/Delegated Behind-the-Wheel Trainers must have prior approval by Management for preparation time for classroom instruction. Upon such approval, the Driving Instructor/Delegated Behind-the-Wheel Trainer will be paid the time approved by Management.

Driving Instructors/Delegated Behind-the-Wheel Trainers will be paid for up to twenty minutes while waiting for a trainee. In the event a trainee is over twenty minutes late, the Driving Instructor/Delegated Behind-the-Wheel Trainer must have authorization to wait and will not receive such pay without authorization from Management.

- e) By Memorial Weekend break, the DDS Department shall give notice to all Driving Instructors/Delegated Behind-the-Wheel Trainers of their best estimate of work availability for the summer. There will be no penalties associated with the estimates provided for in this section. In the event of completion or start of an original class during this time frame, the instructors shall have the choice of working their guarantee of six (6) hours in training or combination driving/training for the break.
- f) Full Time Instructor
 - 1. The Company may assign an eight (8) hour per day full-time, year round Instructor according to the needs of the business.
 - 2. A full-time Instructor may be allowed by Management to take a voluntary layoff

SECTION 28. PAY PERIODS, WAGE AND PAY SCALES, cont.

during normal seasonal layoff and will be considered eligible to collect Unemployment Insurance.

3. If the Company or State requires Delegated Behind-The-Wheel Trainer(s) to attend training, instruction meetings, or conferences, the Company shall pay lost time, registration fees, lodging, travel expenses and meal allowances.

- M. Any Bus Driver who, while performing his/her duties, changes a bus tire shall be paid \$11.00 in addition to the regular rate of pay. For removing snow chains, a sum of one (1) hour of pay additional will be paid. For placing snow chains, a sum of one (1) hour of pay additional will be paid.
- N. Bus Driver trainees will not be used for purposes other than training.
- O. No Bus Driver shall perform any work for the Company at less than the Bus Driver rate of pay, or the rate of pay for that job, whichever is greater.
- P. Furlough/Payment. The Company shall pay all Bus Drivers within three (3) working days or as mutually agreed regarding Christmas furlough. The Company shall pay all Bus Drivers within five (5) working days or as mutually agreed regarding Summer furlough.
- Q. In the event a Bus Driver is run-around, the Company shall make whole all wages lost as a result of that run-around. In case there are run-around payments, the Company shall make such payments no later than the next pay period. A Bus Driver shall make any run-around claims no later than seven (7) days after the end of the rotating Extra Work List, or no later than seven (7) days after the run-around occurred.
- R. Bus Drivers shall have these times included in their flat rate:
- o Ten (10) minutes per day for bus check-out and warming bus
 - o Ten (10) minutes per day for cleaning windshield, door windows, and
 - o Two side windows, for a total of twenty (20) minutes per day
- S. Upon the orders of Management, Bus Drivers, on their election to do so, will be paid to do the following:
- o Sixty (60) minutes for hand washing the outside of the bus
 - o Forty-five (45) minutes for cleaning the side windows
 - o Thirty (30) minutes for mopping the bus interior
 - o Fifteen (15) minutes for sweeping the inside of the bus
- These times will be paid only by an Extra Work Report and must be approved by Management in advance. These times will be paid at the Bus Drivers rate of pay.
- T. Called and not used. In the event a Bus Driver is called and not worked, that Bus Driver shall receive the daily minimum guarantee of six (6) hours.
- U. Bus Drivers will not be required to work prior to their regular AM sign-on time or after their regular PM sign-off.

SECTION 28. PAY PERIODS, WAGE AND PAY SCALES, cont.

There shall be no lunch deduction whenever a Bus Driver is on duty, on the clock, or is held responsible for the bus while on a route, field trip or charter (is on duty while on a route, field trip or charter).

- W. Direct Deposit: The Company will offer to all employees automatic deposit of the payroll checks. The employee will designate one financial institution where the deposit will be made and may change that institution only one time per school year. The automatic deposit will be for 100% of the employee's net earning for the pay period. This option may be revoked by the Company if, the Company in good faith, believes that an employee's pattern of absences on payday is related to the direct deposit.

SECTION 29. SICK LEAVE, HOLIDAYS, HEALTH COVERAGE, AND LIFE INSURANCE

- A. Sick Leave. Employees who have one or more years of seniority shall be credited with ten (10) days of sick leave upon the start of each new school year. Employees who, at the start of the new school year, have less than one year of seniority shall not receive the ten (10) days sick leave credit, but shall accrue sick leave based upon the formula below. Sick leave pay may be used for illness, non-occupational injury, and with the approval of the District Manager, for emergencies or personal purposes.

1. For Drivers and Standbys sick leave pay shall be the average daily time worked (only to be included is the flat rate time and school hour field trips which are not charter work), in the five (5) school days preceding the sick claim, but not less than the driver's guarantee. If one or more of the five day computation period consists entirely of charter work, or if the employee was absent for one or more of those days, the computation period shall be backed up appropriately to include five (5) days of school work which will then be averaged. If an employee takes a sick day within five (5) days of returning from a leave of absence or layoff, the number of days worked shall be averaged.

Drivers may elect to have their unused sick pay balances deposited into the First Group America 401-k plan at the end of the school year subject to the applicable laws and regulations and pursuant to the following: Before the beginning of each school year the drivers shall be given an option to defer a whole percentage (in 10% increments) of their unused sick leave balance into their 401-k account. At the end of each school year, for those employees who made such a designation, the Company shall calculate the sick leave balance and shall have their election deposited into the appropriate accounts. (Partial days will be rounded up to the next whole day if possible. If the balance is insufficient, then the sick leave days shall be rounded down to the next whole day balance.) This sick leave deposit shall not be part of the Company's matching contribution.

Drivers and Standbys will accrue one (1) sick day for every sixteen (16) days of work. This accrual will not exceed ten (10) days per regular school year. Sick day accrual will not exceed 35 days at any given time. Upon ratification of the 1999 labor contract, a pay out will be made to all drivers who have over 35 accrued sick days to bring their balances to 25 days.

SECTION 29. SICK LEAVE, HOLIDAYS, HEALTH COVERAGE, AND LIFE INSURANCE, cont.

A. cont.

Employees who “overdraw” on their sick leave accrual shall have such overdrawn amount, (days), deducted from their final paycheck of the regular school year if their employment with the Company does not equal the “sixteen (16) day” qualifying factor outlined above.

Unused sick leave can be carried over from the previous school year to the following school year in whole day increments; or an employee will be paid for unused sick leave at the end of each school year; or upon severance from the Company, employees will be paid for all unused sick leave accrued at their prevailing hourly rate of pay; or the employee may elect the 401-k option noted above in the third paragraph of this section, at the employee’s option. (There will be no rounding up for the first or second selections in this paragraph.)

Union officers who are absent from work for union business will be credited up to 3 days per month toward their sick pay accrual. The list of union officers will be submitted to the company at the start of each school year. Partial days missed due to union business will not count against the union officers for the sick leave accrual.

2. It shall be the responsibility of the Bus Driver when absent to notify Dispatch by 0520 on the day of absence and inform Dispatch of the expected date of return and reason for absence.
 - a. A Bus Driver must call in to verify the intention to return to work by 0520 on the date of return. Failure to comply with this Article shall subject the drivers to the same conditions as a driver who is late, as per Section 3A.
3. If a Bus Driver produces a doctor's note verifying his/her inability to work due to illness or injury, that shall always be considered an authorized absence. Drivers must notify their Supervisor in advance of doctor's appointments in order to be considered an authorized absence except in cases of verifiable emergencies. Drivers shall attempt where possible, to schedule doctor appointments between AM and PM runs.

B. Holidays. All Bus Drivers after one (1) month of employment shall be paid in accordance with the rate of pay outlined below for the following holidays:

Thanksgiving Day
Day After Thanksgiving
Presidents Day
Lunar New Year
Memorial Day
Martin Luther King Jr. Day
Columbus Day
Veterans Day
Semester Break Holiday
Cesar Chavez Day

SECTION 29. SICK LEAVE, HOLIDAYS, HEALTH COVERAGE, AND LIFE INSURANCE, cont.

B. cont.

All holidays shall be reviewed prior to the school year and those holidays that fall on a date when school is in session shall be changed to a date that will result in a non-working holiday. These non-working holidays shall be determined prior to the beginning of school and after a meeting between the Company and the Union.

Semester Break Holiday

1. If the Semester Break Holiday is not celebrated by the School District (school remains in session), drivers will be paid an additional day's pay however, such hours paid will not be counted toward overtime eligibility for that week.

In addition, those Bus Drivers who work summer school runs or worked the day before and the day after or on July 4th and Labor Day, shall be paid for those Holidays. Holiday pay shall be paid the average daily time worked (only to be included is flat rate time and school hour field trips which are not charter work) in the five (5) school days preceding the Holiday, but not less than their guarantee.

If one or more of the five (5) day computation period consists entirely of charter work or if the employee was absent for one or more of those days, the computation period shall be backed up appropriately to include five (5) days of school work, which will then be averaged.

Standby drivers shall be paid the average time worked (only to be included is school work and school hour field trips which are not charter work) in the five (5) school days preceding the Holiday. To be eligible for Holiday Pay, the Bus Driver must have worked the full school day before and after the Holiday, except in the case of proven illness or for reasons as approved by the General Manager in accordance with past practice. If a Bus Driver works on a Holiday, they shall be paid in addition to Holiday Pay the prevailing time and one-half rate for all hours worked. If the Bus Driver is already due time and one-half, he/she shall receive in addition to Holiday Pay double time for all hours worked.

If schools are closed for one (1) day due to declared day of National, State or local mourning, drivers shall be utilized for safety training, deadheading, upgrading or making route signs, checking first aid kits and fire extinguishers and be paid their flat rate for that day.

- C. All benefits in this Agreement shall be extended to all eligible employees covered by this Agreement. In the event that health coverage is not in force due to an administrative error by the Company, the Company shall cover the cost associated with its error.

In the event that any of the health insurance plans that are in effect during the life of this Agreement are cancelled, the Company will make its best effort to replace that plan with a similar plan that is available through a commercial carrier at a commercially competitive rate. In the event that a health insurance plan that is designated by this Agreement is cancelled, any employee enrolled in that discontinued plan will be allowed to enroll in any other plan that is designated by the labor agreement. The Company will notify the Union immediately upon learning of such cancellation and within fourteen days thereafter, either party will have the right to serve notification of its intent to reopen this section, only, of the Collective Bargaining Agreement for the purpose of addressing this occurrence through good faith bargaining in an effort to reach a mutually agreeable resolution.

SECTION 29. SICK LEAVE, HOLIDAYS, HEALTH COVERAGE, AND LIFE INSURANCE, cont.

- D. Medical and Life Insurance payments shall be maintained by the Company whenever a School Bus Driver is on a non-work related disability, or personal medical leave for up to twelve (12) months. Company contributions for medical benefits for an employee off of work due to child care leave shall be maintained by the up to nine (9) months.
- E. Life Insurance. The Company shall provide a Life Insurance Program covering each eligible employee with \$25,000 of life insurance. This coverage shall be on a twelve (12) month basis and such payments for Bus Drivers will extend through furlough, normal seasonal layoffs, and Holidays as well as the school term.
- F. Health: Employees performing service will have the following option concerning group health insurance:
 - 1. Medical Insurance
 - a. Kaiser V Group #7614, or;
 - b. First Plus Medical Insurance Plan
 - 2. Dental Insurance
 - a. Blue Cross Prudent Buyer Dental Plan 5000, or its equivalent, or
 - b. Dental Net Plan 550 or its equivalent.
 - 3. Vision Insurance
 - VSP Vision plan

This coverage shall be on a twelve (12) month basis and will extend through furlough, normal season layoffs and holidays, as well as the school term unless indicated differently in provisions of this Agreement. The parties agree that Pacific Care will remain in place through September 30, 2010. Effective October 1, 2010 First Plus Medical Plan will replace Pacific Care Option 1.

Employees may elect to make the required contributions with pre-tax dollars if and as provided by Section 125 of the Internal Revenue Code. In addition, beginning January 1, 2011 employees may participate in the First Student Flexible Spending Account . The Company will administer the programs.

Domestic Partners and the children of Domestic Partners within the definition of dependents for medical care shall be included in medical coverage provided by Kaiser or First Plus Medical Plan. Such definition of Domestic Partners and the children of Domestic Partners shall be defined by the insurance carriers (Kaiser and First Plus Medical). To qualify for and maintain eligibility, Domestic Partners and children of Domestic Partners must satisfy all conditions and provisions required by the carrier offering coverage.

SECTION 29. SICK LEAVE, HOLIDAYS, HEALTH COVERAGE, AND LIFE INSURANCE, cont.

F. cont.

MEDICAL

For the Plan Year effective October 1, 1010, the employee monthly contribution toward medical premiums will be as follows:

	EE Only	EE + 1	EE + Family
Kaiser	\$15.00	\$24.00	\$30.00
First Plus Medical	\$15.00	\$24.00	\$30.00

Effective October 1, 2010, the Pacific Care Plan shall be eliminated and replaced by the First Student First Plus Medical Plan,. The employee will continue to make the contributions as set forth in the table above. For each year thereafter the following contribution caps will apply:

	Employer Cap for Benefit Contribution Increases
October 1, 2011	Up to 20%
October 1, 2012	Up to 20%
October 1, 2013	Up to 20%
October 1, 2014	Up to 20%

DENTAL AND VISION

Dental and Vision coverage shall be provided for the employee only. Dependents may be eligible for Dental and Vision coverage, however, the additional premium cost shall be borne entirely by the employee. Dependent claims experience will be separately tracked and premiums will be rated accordingly. Such premiums shall be paid by payroll deduction. Dependent enrollment must be for a minimum of two (2) years. As such, employees must agree in writing to payroll deductions covering the entire two year period. July and August dependent premiums must be prepaid in June (before Summer furlough). Employees must complete one year of service in order to be eligible to cover dependents.

It is further agreed that for the term of this Agreement the Company will pay the entire employee only premium for employees electing Prudent Buyer Dental Plan 5000, or Dental Net Plan 550. In addition, effective October 1, 2010 the Company will replace the Vision Plan (Eye Med) with the VSP Vision plan. The company agrees to provide VSP vision care @ 100% for employees. The employee will pay full cost for any dependents.

Maintenance of the dependent Dental and Vision coverages is contingent upon acceptable availability from providers and underwriters. Participation and/or claims experience could necessitate benefit changes.

New Employees Upon beginning employment, the Company will provide the applicable premium per month per employee as outlined on previous page, towards Group Medical Insurance under the following eligibility rule: If employees enter employment on or prior to the fifteenth (15th) of any month, they will be covered the month following, if employed after the sixteenth (16th) of the month, they will be covered the second (2nd) month

SECTION 29. SICK LEAVE, HOLIDAYS, HEALTH COVERAGE, AND LIFE INSURANCE, cont.

following their employment. Terminating employees will be covered the month of termination.

Eligibility for Health Benefits Employees recalled from indefinite layoff, and employees returning from personal leaves of absence of more than one calendar month shall be provided Group Health Insurance as outlined on the previous page, upon returning to service. The following eligibility rules shall apply: If employees begin working on or prior to the tenth (10th) of any month, they will be covered for that month, if they begin after the tenth (10th), they will be covered the month following. Employees leaving the service of the Company because of: termination, indefinite layoff, or personal leaves of absence of more than one calendar month, will be covered for the month in which they leave service. However, any employee laid off indefinitely in the month of June, will be covered for July and August. The Company will notify the Union and any affected drivers, in writing, of its intention to discontinue payment of a Bus Driver's health and life insurance premiums before coverage is actually terminated. In the event a dispute arises over a driver's eligibility, the Company will continue coverage until the matter is settled through the Grievance Procedure. All such grievances will go directly to the Appeal Stage and the time limits for initial presentation shall be waived. If determined the employee is not eligible, the employee will refund the payment to the Company.

The Company agrees to allow the Union access to all records and other pertinent information regarding Health and Welfare Benefits.

Doctor's Verification: The employer shall have the right to request and receive medical verification from any employee that is absent for more than two days during the school year or if the employer has reason to believe that the employee's absence is not excused.

Opt-Out Health Benefits Program Payment

Beginning effective October 1, 2010 the Opt-Out benefit will be available to all eligible employees who voluntarily decline to enroll in offered First Student Medical Insurance available to all eligible bargaining unit employees if they meet the below eligibility requirements.

1. Employees must be active employee on October 1, 2010, holding a bid position of the most recent bid period.
2. Employees must have been enrolled in a First Student Medical Insurance plan for at least 1 year during the previous 6 years.
3. Employees not enrolled in a Medical Insurance Plan in the 2009 – 2010 plan year but were enrolled in a Medical Insurance plan within the previous 6 years will only be eligible for the single employee opt out payment of \$2000.00.
4. Employees hired on or after October 1, 2010 may elect to receive Opt-Out payments.
5. Employees are eligible for the Opt-Out benefit if they sign and acknowledge that they will not be eligible to later enroll themselves or dependents into any Medical Plans during the following enrollment year except as noted below under Loss of Insurance. Employees may in subsequent years elect to enroll in an offered Medical Plan and forego the Opt-Out benefit. For example, if the employee elects to Opt-Out for the

2011 benefits year they could enroll in plans for 2012 and forego the Opt-Out Benefit.

6. Employees must remain eligible for Medical Insurance to participate in the Opt-Out program. Employees seeking to receive the Opt-Out benefit for spouses or eligible other dependents must provide proof that the dependents meet the Company's benefits qualification criteria. Employees who are not eligible for spouse or other dependents coverage will be eligible for the individual only plan Opt-Out benefit.
7. Employees are eligible for the Opt-Out benefit if they can provide the Company with employer or plan confirmation of coverage under another plan such as: a) Spouse's/partner plan (other than a First Student Inc Plan), b) private plan, c) plans offered through a second employer (e.g. another job providing health benefits) or; d) a retiree or government/military health plan.
8. The Company reserves the sole right to evaluate the economic viability of this plan annually. This plan will be in effect for a minimum of two (2) years to establish viability. The Company will furnish the Union data to establish viability. If in the employer's sole opinion this plan is not financially viable, notice will be given to the union of the termination of this plan.

Loss of Insurance: If the employee suffers a plan qualifying event and loses the alternative health insurance coverage during the Opt-Out year, the employee will be eligible for coverage under the First Student plans but they must repay any prorated benefit payments, on a full month basis, for the periods they are to be covered by First Student Medical plan. The repayment shall begin by payroll deduction beginning the month benefits start and repaid by the end of applicable benefits year.

Benefit: All participating active employees shall receive the benefit payment by November 30th of the benefit year less any applicable state or federal taxes. New employees hired after this date and who elect the Opt-Out program will receive their prorated payment from the benefits eligibility date on the following November 30th.

Single Emp -	\$2000.00
Emp + Spouse	\$2500.00
Emp + 1 Child	\$2500.00
Emp + Partner	\$2500.00
Emp + Children	\$3500.00
Adults + Children	\$3500.00

G. 401 (K) Plan:

1. Eligible employees shall be defined as employees at least twenty-one (21) years of age with at least one year of service (at least one thousand hours of work) within the bargaining units covered by the Bus Driver; or Coach Cleaners, Yardmen, Tiremen and Lubrication Employees.
2. The Plan shall become effective January 1, 1995 with Company contributions and employee payroll deductions beginning on that date.
3. The Company shall pay for the administration of the Plan.
4. Participants shall be defined as those eligible employees who have made a contribution to the Plan.

SECTION 29. SICK LEAVE, HOLIDAYS, HEALTH COVERAGE, AND LIFE INSURANCE, cont.

5. Entry into the Plan shall be permitted on the first day of the calendar quarter after completing one year of service.
6. Plan Funding: The Plan will permit employee pre-tax deferrals and Company matching on a monthly basis as follows:

Employee Contribution	Company Contribution
1%	0.5%
2%	1%
3%	1.5%
4%	2%
5%	2.5%
6% +	3%

7. The Plan will permit rollover contributions.
8. The Plan shall permit Company lump sum contributions. The Company shall make such lump sum contribution of \$300.00 on behalf of each participating employee who qualifies under Section 29 G. 1, and beginning on July 31, 1995 and continuing on each subsequent July 31st for the life of the Collective Bargaining Agreement.

9. Vesting: The Company matching contributions are subject to the following vesting schedule.

Years of Service:	1	2	3	4	5
Percent Vested:	20%	40%	60%	80%	100%

10. Forfeitures will be used to reduce Company contributions.
11. Hardship withdrawals are permitted utilizing IRS guidelines.
12. In-Service withdrawals are permitted only after age 59 ½.
13. Distributions: Distributions must begin no later than the April 1 following the year the employee attains age 70 ½. If a participant receives a taxable distribution (including a withdrawal) of any part of their vested account, the distribution may be subject to a 10% penalty tax.
14. The Company shall fund the matching contributions to the Plan on a monthly basis.
15. The Company shall have absolutely no obligation to make any contributions to the Plan or to provide any funds to the Plan or to any employee or to participate in any fashion in the administration of the Plan at any time after it no longer provides school bus service to the San Francisco Unified School District under its current or a successor revenue contract.

SECTION 30. FUNERAL LEAVE

- A. When it is necessary for an employee to be absent from work because of the funeral of the employee's parent (including step-parent), spouse, children (including stepchildren), siblings (step-siblings), son-in-law, daughter-in-law, parent-in-law (including parents of domestic partners), grandparent, grandchildren or employees' domestic partner, the Employer will grant three (3) full days of funeral leave with guarantee pay or the flat rate. Also, in case of out of state funeral attendance, the Employer will grant five (5) days of funeral leave with guarantee pay or the flat rate. Domestic partners shall be eligible for funeral benefits without regards to sexual orientation.
- B. To be eligible for funeral pay, a driver shall have previously included said relative's name and/or unmarried co-habiting partner's name (as defined in Article A of the previous page), and his/her relationship to the driver; on a survey form distributed each school year in September.

SECTION 31. SEPARABILITY OF SECTIONS AND AMENDMENTS

- 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, and nothing herein shall require the Company to do anything inconsistent with charters, franchises, intermittent permits, certificates of convenience and necessity, or laws which it may from time to time operate or exist; nor anything inconsistent with the order or regulations of any governmental authority having jurisdiction to issue same.
- B. If during the life of this contract between First Student Inc, and United Transportation Union, Local 1741, 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.

SECTION 32. ASSIGNABILITY

- A. 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.
- B. The seniority list current at the time of the sale, assignment, transfer, or subcontract in any of the cases cited in the previous page, will also be considered part of that sale, assignment, transfer or subcontract.

SECTION 33. NO IMPLIED WAIVER

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

SECTION 34. NO STRIKE / NO LOCKOUT

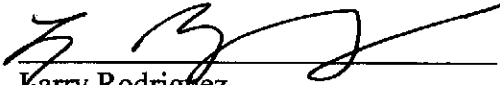
- A. The Union agrees that as long as this Agreement is in effect, none of its members who are employees of the Company, will participate in any strike called for any purpose whatsoever, except for a refusal of the Company to use the Grievance Procedure or refusal of the Company to honor an Arbitrator's Award. The Company agrees that during the life of this Agreement, there shall be no lockout.
- B. No disciplinary action may be taken against a Bus Driver for honoring any picket lines or like actions against this Company, other Companies or the San Francisco Unified School District.

SECTION 35. DURATION OF AGREEMENT

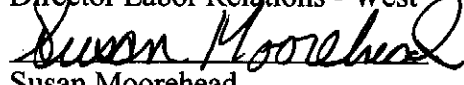
- A. This Agreement shall be in full force and effect from August 1, 2010, until and including July 31, 2015, and shall continue in force thereafter from year to year unless either party shall have given sixty (60) days written notice to the other of its desire that same terminate or be amended on July 31st succeeding such notice.

In witness whereof, the parties hereto have hereunto set their hands this 28th day of September, 2010.

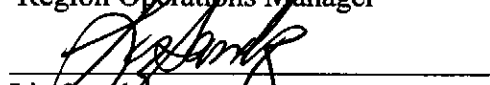
FOR THE COMPANY:



Larry Rodriguez
Director Labor Relations - West



Susan Moorehead
Region Operations Manager

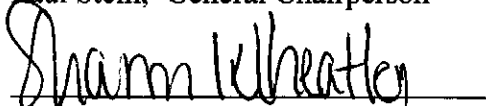


Liz Sanchez
Senior VP of Operations

FOR THE UNION:



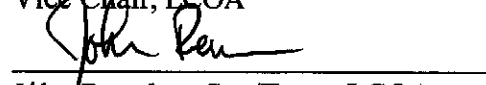
Paul Stein, General Chairperson



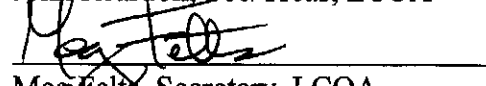
Sharon Wheatley, Local President, Vice Chair LCOA



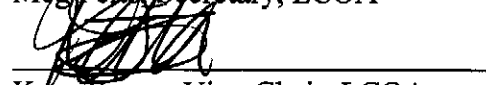
Lois Correa, Local Vice President, Vice Chair, LCOA



John Reardon, Sec/Treas, LCOA

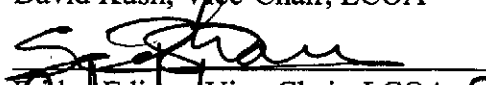


Meg Feltz, Secretary, LCOA

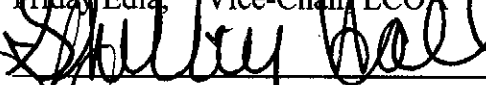


Keva Knox, Vice-Chair, LCOA

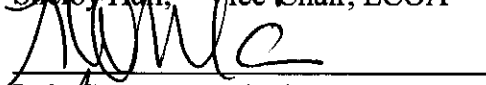
David Kush, Vice-Chair, LCOA



Friday Edia, Vice-Chair LCOA



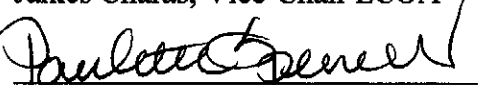
Shelby Hall, Vice-Chair, LCOA



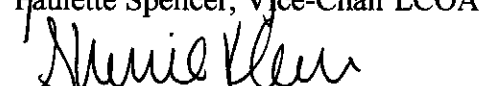
Lois Correa, Local Vice-Pres., Vice-Chair, LCOA



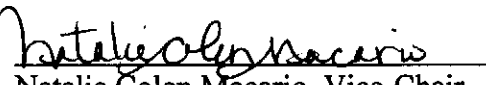
James Charas, Vice-Chair LCOA



Haulette Spencer, Vice-Chair LCOA



Sherry Klein, Vice-Chair LCOA



Natalie Colen Macario, Vice-Chair LCOA

MEMORANDUM OF AGREEMENT

ARBITRATION

- A. Should either the Company or the LCOA refuse to accept the California State Mediator's recommendation(s), then the grievance or dispute may, within thirty (30) days from the date of the Mediator's recommendation be referred to Arbitration by either party. The party not abiding by the recommendation(s) of the Mediator shall be considered the moving party under this Memorandum of Agreement even though the other party initiates the Arbitration Procedure to secure the Mediator's Recommendation(s).
- B. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure.
- C. In the event the Union and the Company cannot agree within five (5) days upon a person to act as the Arbitrator, the Union and the Company shall immediately thereafter jointly request the Federal Mediation and Conciliation Service to submit to them a list of five (5) qualified and available Arbitrators. It shall be stated on the request that no person submitted on the list by the Federal Mediation and Conciliation Service shall have any official, financial or other connection with, or interest in, the Company or the Union. Within five (5) days after the receipt of said list, the Union and the Company shall each strike an equal number of names from it in the following manner:

The Company and the Union shall determine by lot, the order of elimination and thereafter each shall, in that order, eliminate an equal number of names from said list. The losing party shall eliminate a name from the list first. The remaining name shall thereupon be accepted by both the Company and the Union as the Arbitrator. The Union and the Company shall immediately thereafter notify the Federal Mediation and Conciliation Service and the Arbitrator of their joint selection. The Arbitrator shall within five (5) days from the date of his/her selection set the date for the hearing.

- D. If by the time of hearing the parties have been unable to agree upon a written submission agreement defining the issue, then the Arbitrator shall determine the issue to be arbitrated from the written grievance, answer and appeals from each step of the Grievance Procedure.
- E. It is understood that the expense of the Arbitration shall include the fees and expenses of the Arbitrator, and if requested by the Arbitrator, an official transcript of the Arbitration hearing and the cost thereof which are allocable to the copy received by the Arbitrator. These and all other necessary fees and expenses decided by the Arbitrator necessary for complete and full hearing, shall be borne by the moving party. Should the moving party request a transcript on its own behalf, a copy of such transcript will be made available to the other party at no expense to the other party. Each party shall bear the expense for the preparation and presentation of its own case, including any fees or expenses necessary to produce witnesses in support of its contentions. The Arbitrator may call said witnesses and if they are employed by the Company, the Company agrees to release witnesses from work if they are on duty. If called by the Company, the Company will reimburse her/him for time lost.

ARBITRATION (cont.)

- F. The Arbitrator shall attempt to expeditiously decide the matter submitted. The decision of the Arbitrator shall be in writing, and when issued, shall be final and binding. At the conclusion of the hearing and upon request of either party oral argument or written briefs, or both, will be submitted on such terms as to time as the Arbitrator directs. The Arbitrator's decision shall be rendered within thirty (30) days of the date required briefs are filed, or if no briefs are required, within thirty (30) days of the close of the Arbitration hearing.
- G. All grievances and disputes involving the interpretation, application or breach of this Agreement which arise as the result of an occurrence during the life of this Agreement shall, after the expiration of same, continue to be governed by the terms hereof, and shall be presented and adjusted in accordance with the provisions of this Section.

MEMORANDUM OF AGREEMENT **SUPERANNUATED DRIVERS**

Superannuated or disabled drivers shall be given equal considerations along with other employees or applicants in assigning them to such duties as they may be qualified and able to perform.

MEMORANDUM OF AGREEMENT **COST OF LIVING ADJUSTMENT**

The Parties agree that the cost of living adjustment alternative as provided in Article 28, Section G, of the Labor Agreement, shall be calculated in the manner indicated by the examples shown below. (All CPI figures are fictitious).

Base rate \$10.79 per hour, effective August 1, 1982

Example A.

1. 2nd year Contract Increase 50¢ per hour or CPI
S.F. Oakland CPI, 6/82 303.4
S.F. Oakland CPI, 6/83 315.4
Increase 12
Percentage Increase 3.96%
Equivalent cents per hour difference: 43¢ or (10.79 x 3.96%)
Effect of CPI change on 8/1/83 contract
Increase: None (50¢ greater than 43¢)
Contract rate effective 8/1/83: \$11.22 per hour

2. 3rd year Contract Increase 50¢ per year
S.F. Oakland CPI, 6/83 315.4
S.F. Oakland CPI, 6/84 338.8
Increase 23.4
Percentage Increase 6.9%
Equivalent cents per hour difference: 77¢ or (11.22 x 6.9%)
Effect of CPI change on 8/1/84 contract
Increase 77¢ greater than 50¢, increase becomes 77¢
Contract rate effective 8/1/84: \$11.99 per hour

Example B.

1. 2nd year Contract Increase 50¢ per hour
S.F. Oakland CPI, 6/82 303.4
S.F. Oakland CPI, 6/83 326.0
Increase 22.6
Percentage Increase 7.45%
Equivalent cents per hour difference: 80¢ per hour (10.79 x 7.45%)
Effect of CPI change on 8/1/82 contract
Increase 80¢ greater than 50¢, increase becomes 80¢
Contract rate effective 8/1/82: \$11.59 per hour
2. 3rd year Contract Increase 50¢ per hour
S.F. Oakland CPI, 6/83 326.0
S.F. Oakland CPI, 6/84 346.8
Increase 20.8
Percentage Increase 6.38%
Equivalent cents per hour difference: 74¢ per hour (11.59 x 6.38%)
Effect of CPI change on 8/1/83 contract
Increase: 74¢ greater than 50¢, increase becomes 74¢
Contract rate effective 8/1/84: \$12.33 per hour

Note: Rounding Rule: 5¢ or more equal 1¢.

MEMORANDUM OF AGREEMENT
CHARTER WORK

The purpose of this Agreement is to modify the Labor Agreement and to outline the wages, hours and working conditions for Regular Charter Drivers and School Bus Drivers performing Charter work. All other provisions of the Labor Agreement will remain in effect and will apply to Regular Charter Drivers and School Bus Drivers where appropriate. This Agreement was originally effective on July 7, 1978. The sections listed below will be the governing terms and conditions of employment for performing Charter Work for all drivers:

Section 1. Charter Work

- A. Definition of Charter Work: All trips whether school hour field trips or extra work except for those listed below will be called Charter Trips and will be paid according to the provisions of the addendum. The work listed below will continue to be paid according to Section 28 of the Labor Agreement:
 - (1) Any work for a public or private school or school district such as a home to school trip or an official school function
 - (2) All trips performed for the San Francisco Unified School District
 - (3) All trips performed for the Office of the Mayor of San Francisco including the Housing Authority
 - (4) San Francisco Department of Parks and Recreation including Handicapped Services
 - (5) San Francisco Childcare Centers

CHARTER WORK, cont.

- (6) Archdiocese of San Francisco Summer of Love Program
- (7) San Francisco YMCA and YWCA
- (8) San Francisco Jewish Community Center
- (9) San Francisco Japanese Community Youth Council
- (10) All Hallows School
- (11) St. Ignatius School
- (12) Shuttling of school type buses

Section 2. Regular Charter Drivers

- A. **Definition:** A Charter Driver who is available for work opportunities on a seven (7) day per week basis, and who is eligible for vacation, sick leave, holidays, health and welfare, and life insurance benefits as outlined in this Agreement.
- B. There shall be no more than two (2) Regular Charter positions. However, additional positions can be established by mutual agreement between the parties; i.e., in cases of placing a school Bus Driver who has lost his/her school bus certificate but is eligible to do Charter Work.
 - 1) School Bus Drivers who fail to renew their school bus certificate shall be granted a personal leave of absence by the General Manager, and if they elect, be placed on the Temporary Charter Drivers List for a period of one (1) year. Upon revocation of a school bus certificate, the Company and the LCOA shall mutually agree on a case by case basis to place said driver on the Temporary Charter Drivers List pending the outcome of the DMV Appeals hearing. School Bus Driver seniority shall determine position on the list below permanent Charter Drivers. After exhausting the permanent Charters Drivers List, the Temporary Charter Drivers shall have preference on all Charter Work during the normal school year. Temporary Charter Drivers shall be subject to the sign-up procedures of Sections 9 and 10 of the Labor Agreement. Sick days and holidays for temporary Charter Drivers shall be paid according to the Charter Addendum.

Health, Welfare and Life Insurance: In order to qualify for Health, Welfare and Life Insurance under Section 29 of the parties' Agreement, Temporary Charter Drivers must fulfill the following requirements:

- 1) They must sign up under Section 9 and 10, Daily Availability List on a daily

CHARTER WORK, cont.

basis, including non-school days.

- 2) They must work no less than four (4) trips per month.
- 3) If the Temporary Charter Driver works at least twelve (12) trips prior to the end of the month, the Driver does not have to comply with subsection (1) above.

- C. **Seniority:** A separate seniority list shall be maintained for the two (2) regular Charter Driver positions. Seniority will be determined by date hired as a Regular Charter Driver. If two (2) or more employees are hired on the same date, date of application will prevail. If more than one (1) School Bus Driver is transferred on the same date to the Regular Charter Seniority List, their seniority position will be determined by their school bus seniority, however, their Charter Seniority Date will be date of transfer to the Charter Seniority List. If a regular Charter Driver voluntarily returns to the School Bus Driver Seniority List, the driver must give the Company two (2) weeks written notice of the intention to do so.

Any School Bus Driver who bids and is accepted as a regular Charter Driver will have his/her seniority frozen as of the date of transfer to the Charter Seniority List and will retain such seniority until such time as he/she may return to the school bus seniority list. If such driver returns to the school seniority list, seniority shall be computed by deducting the time worked as a regular Charter Driver.

D. **Initial Staffing and Subsequent Openings:**

- (1) The two (2) Regular Charter Driver positions will be offered to the Regular Charter Drivers who were in that capacity when the Charter Division closed on June 21, 1978.
- (2) Any subsequent vacant positions will be posted for bid amongst senior qualified employees who are on the school bus seniority list. Only employees with experience on seventy-nine (79) passenger buses or larger will be eligible to bid.

The positions will be awarded on the basis of seniority to employees who have good driving records, and can pass a required training program.

- (3) If no qualified employees are available, then the Company will seek qualified employees from the labor market.

E. **Run Assignments**

Any regularly scheduled service of one day or more per week that operates on a continuous basis is a run and will be placed up for bid. Each run will have a regular on duty time, release time, and if applicable, a departure time and an off duty time. A run driver may be used in preference to other drivers on moves that can be worked timely in between AM releases time and PM spot or departure time of his/her own run. Run drivers have the right to bid or pass (point of no return) on such moves by seniority.

CHARTER WORK, cont.

F. Quarterly Bidding

Runs described in E above will be posted to bid on a quarterly basis. The quarterly bid shall be advertised during the week preceding the end of each quarter and be effective on the first Monday of the quarter.

Any run becoming vacant or new run established during the bid quarter shall be posted for five (5) days for information of bidders. Successful bidders shall be required to maintain such bid for three (3) months or the remainder of the quarter. In the event a run is eliminated or reduced by thirty (30) minutes or more from the time originally bid, an employee may exercise seniority and displace any driver on another run with less seniority.

In the event a run is increased by thirty (30) minutes or more from the time originally bid, the run will be placed up for bid again in accordance with the above.

G. Posting Runs

All runs will be advertised for a period of not less than five (5) days prior to the day the runs(s) commence service. Such notice will state where the position of vacancy exists, and state the on duty time, release time, and if applicable, a departure or spot time, and an off duty time for each run. Runs will be assigned, in turn, to the Senior Regular Driver making written application therefore. When no bids are received for run(s) that have been posted, the Junior Regular Driver will be assigned.

H. Requesting Days Off

- (1) No Regular Charter Driver will be required to work more than six (6) consecutive days.
- (2) If a driver desires to take a day off, the driver must request such day off in writing forty-eight (48) hours in advance unless impossible to do so. Such requests must be approved in advance by Management considering the needs of service. If more drivers than can be approved request the same day off, seniority shall prevail.

I. Training Program

The Company shall maintain an on-going training program available to all drivers who wish to qualify for any special skills pertaining to Charter Work. If more drivers wish to qualify than the Company can reasonably accommodate at one time, seniority shall prevail. Time spent by drivers completing such training will not be paid for by the Company, unless hours are credited toward school bus certificate renewal.

- A. Regular Charter Drivers and Temporary Charter Drivers shall be subject to the sign up procedure of sections nine (9) and ten (10) of the Labor Agreement which shall govern the assignment of Charter Work.

CHARTER WORK, cont.

- B. After Regular Charter Drivers and Temporary Charter Drivers have been assigned, all remaining work shall be assigned to School Bus Drivers under the appropriate Extra Work and Field Trip sections of the Labor Agreement (Sections (9) and (10)).
- C. The Company must clearly designate on all dispatch logs whether a trip is a "school trip" or a "charter trip". In cases where no designation is made, the trip shall be paid as a school trip or charter trip whichever is greater.
- D. "Charter Field Trips" (charters during regular school hours) that are not pulled by a Regular Charter Driver, will be assigned to School Bus Drivers in accordance with Section (9) School Hour Field Trips, of the Labor Agreement. Standby Drivers will be assigned any trips that would conflict with normal school runs.
- E. In Section 10 II (H) of the Labor Agreement "highest paying known work assignment" will be interpreted to mean greatest number of hours. Section 10 II (G) and (H) and this interpretation will also apply to Section 9, School Hour Field Trips.
- F. Bids are considered final. Once a driver has bid on, or been assigned to a move or a combination of moves, such assignment is considered final, with the following exception: The Company must offer a move(s) that is beyond a one hundred (100) mile radius of the home terminal and duration of which is longer than ten (10) hours to the drivers, even though such driver(s) may already be assigned when such move(s) is ordered by the chartering party after drivers have been assigned. After the driver(s) has changed his bid, the move he was previously assigned to will be offered in proper order of seniority to the next driver who has not yet been assigned work. The Company will not be required to change the assignment of drivers who have already bid to comply with this rule.
- G. Regular Charter Drivers may be used for school assignments on an emergency basis, but will be placed at the bottom of the School Bus Drivers Seniority List and paid according to Section 28 of the Labor Agreement.

Section 3. Hours of Work For Regular Charter Drivers, Temporary Charter Drivers, and School Bus Drivers Performing Charter Work.

- A. Employees who report for work as scheduled for a work opportunity, will be guaranteed four (4) hours of work or pay unless they report to work in an unfit condition and cannot perform the work assigned.
- B. If there is more than one (1) hour split between work opportunities (between the end of the first four (4) hour guarantee or sign-off time, whichever occurs last, and the sign-on time of the subsequent trip) the driver will be guaranteed four (4) hours for each additional work opportunity that meets the same criteria, unless the Company elects to connect the work opportunities and pay continuous time. If there is less than a one (1) hour split between work opportunities, the employee will be paid

CHARTER WORK, cont.

continuous time for all time worked.

- C. Employees will be required to fulfill their guarantee while it is in effect with additional charter assignments before any additional time will be paid.
- D. Any School Bus Driver who does a Charter Field Trip (Charter during regular school hours) will get a four (4) hour guarantee for each Charter Work opportunity as specified in B above. In no event will a School Bus Driver get less than the daily guarantee of six (6) hours on any school day. Each A.M. or P.M. school shift will be guaranteed three (3) hours (noon shift two (2) hours) and each Charter Work opportunity will be guaranteed four (4) hours. A combination of shifts and work opportunities must be paid the total of the shift and work opportunity guarantees of each type of work performed.
- E. All Charter Work as defined in this Addendum will be performed at straight time. Charter hours worked will be calculated separately and apart from school hours worked for the purpose of overtime eligibility, even though in the same work week and the provisions of Section 28 (D) of the Labor Agreement will not apply to such Charter Work. However, Charter hours worked will be included with school hours worked for the purpose of overtime eligibility for school extra work, i.e., five (5) hours charter, thirty-five (35) hours school, extra work school trip four (4) hours. "Driver would be eligible for overtime pay for the hours worked on the extra work school trip only".
- F. If any employee is scheduled to make a trip (whether a Charter Trip or a school trip) which includes an overnight stay where the allowances in Schedule "A" are applied, the employee will be guaranteed ten (10) hours for each day away from the terminal and will be paid for all hours worked driving to the destination and all hours worked upon return driving from the destination.

Section 4. Bus Cleaning

Upon the orders of Management (except no prior approval will be necessary for sweeping or mopping if there are no Management or Yard Personnel present), Bus Drivers, when at the terminal, on their election to do so, will be paid to do the following:

- o Sixty (60) minutes for hand washing the outside of the bus
- o Forty-five (45) minutes for cleaning the side windows
- o Thirty (30) minutes for mopping the bus interior
- o Fifteen (15) minutes for sweeping the inside of the bus

These items will be paid only by an Extra Work Report and must be approved by Management in advance. These times will be paid at the Charter Bus Drivers rate of pay. However, a driver will receive no extra pay for performing any of the tasks on the preceding page while away from the terminal.

CHARTER WORK, cont.

Section 5. Sick Leave

- A. All Regular Charter Drivers and Temporary Charter Drivers who have completed the probationary period will accumulate one (1) day of sick leave for every seventeen (17) days worked for the entire year, up to a maximum of ten (10) days per year, payable when sick and a claim is submitted (paid on the next payroll). Unused sick leave will be payable to an employee at the end of each contract year.
- B. A day of Sick Leave pay will be eight (8) hours times the employee's regular hourly rate of pay. Sick Leave pay will be integrated with State Disability Benefits so that total benefits will not exceed the employee's hourly rate of pay times eight (8) hours.
- C. Sick Leave pay will begin with the first (1st) day of illness for each Sick Leave pay claim.
- D. Paid Sick Leave is written into this Agreement solely for the financial protection of employees who are ill, and for no other purposes. Employees who use their Sick Leave as a subterfuge for absence from work for any reason other than illness, shall receive no pay for such days of absence and shall be subject to disciplinary action. The Employer reserves the right to request medical verification or other satisfactory proof of illness from the employee after an absence of three (3) days or more.

Section 6. Holidays

- A. Regular Charter Drivers and Temporary Charter Drivers who have completed the probationary period will be eligible for premium pay (one and One-half times the regular hourly rate of pay) for all hours worked on the following holidays:

Christmas	July 4th
New Year's	Labor Day
Lincoln's Birthday	Thanksgiving
Washington's Birthday	Day After Thanksgiving
Memorial Day	

- B. If the Charter Bus Driver does not work on these days the driver will receive no compensation for such days.

Section 8. Vacations

- A. All Regular Charter Drivers covered by this Agreement who have completed the probationary period will be allowed an annual vacation with pay. Seniority for purposes of vacation eligibility will be a driver's length of service with the Company determined by anniversary date of employment (Company seniority). On the Employee's anniversary date of employment, vacation will be paid as follows:

After one (1) year's service: One week - 1/52nd of gross pay (Charter Work only) based on the previous year's earnings (determined by anniversary year).

After two (2) year's service: Two weeks - 1/26th of gross (Charter Work only) based

CHARTER WORK, cont.

on the previous year's earnings (determined by anniversary year).

After five (5) year's service: Three weeks - 3/52nds of gross pay (Charter Work only) based on the previous year's earnings (determined by anniversary year).

After eight (8) year's service: Four weeks - 1/13th of gross pay (Charter Work only) based on the previous year's earnings (determined by anniversary year).

B. Vacations Bid in Order of Seniority

- (1) Vacations will be allowed by seniority choice in any month. Company will designate the number of employees to be on vacation at any one time.
- (2) Bidding Vacation positions will be posted on January 1st of each year for bid, and each employee will have one (1) week to make his/her choice when it comes his/her turn to bid.

Section 9. Health and Welfare

- A. Regular Charter Drivers will be covered by the same Health and Welfare and Life Insurance Program outline in Section 29 of the Labor Agreement.
- B. Temporary Charter Drivers will qualify for Health and Welfare and Life Insurance benefits under Section 29 of the Labor Agreement, only if they fulfill the following requirement:
 - (1) They must sign-up under Section 9 and 10, Daily Availability List on a daily basis, including non-school days.
 - (2) They must work no less than four (4) trips per month.
 - (3) If the Temporary Charter Driver works at least twelve (12) trips prior to the end of the month, the Driver does not have to comply with subsection (1) above.

SCHEDULE "A"

Classification and Hourly Rate of Pay

Charter Work The hourly rate for charter work will be the same as the hourly rate for school work outlined in Section 28.

- (1) New Drivers will be paid thirty cents (30¢) per hour less than the rates listed above during their first sixty (60) calendar days of employment with the Company.
- * (2) A charter trip will be paid on the basis of the hourly rates above or thirty-eight cents (38¢) per mile, whichever is the greater.
- * (3) Overnight work (whether charter or school work) will include the following allowances: Room Allowance: \$35.48, Breakfast: \$4.26, Lunch: \$7.10, Dinner: \$8.51.
 - (a) The Company will pay all costs over and above the amount provided for; room allowance when a driver is required to stay in a room at a particular place, and the Company's approval will be given before the driver leaves the

Classification and Hourly Rate of Pay, cont.

terminal, or if no other reasonable accommodations were available. If a driver is forced to stay overnight because of circumstances beyond the driver's control, even though the driver was not originally scheduled for an overnight stay, the driver will be paid the per diem allowance provided the General Manager is notified in advance where possible.

- (b) On overnight work, on the day the driver leaves the home terminal, meal allowance will apply as follows:

If the driver leaves at or before 7:00 a.m., the driver will be paid for breakfast, lunch, and dinner. If the driver leaves at or before 11:00 a.m., the driver will be paid for lunch and dinner. If the driver leaves at or before 6:00 p.m., the driver will be paid for dinner.

- (c) On overnight work, on the day the driver returns to the home terminal, meal allowances will apply as follows:

If the driver returns after 8:00 a.m., the driver will be paid for breakfast. If the driver returns after 1:00 p.m., the driver will be paid for breakfast and lunch. If the driver returns after 7:00 p.m., the driver will be paid for breakfast, lunch, and dinner.

- * (4) Narrated tours will be paid for in the following manner:
- o Five (5) hours or less \$12.69 extra
 - o More than five (5) hours \$21.29 extra
- (5) Baggage handling additional one (1) hour of pay per trip per day (applies only when dispatch calls for bags on a bus).
- * (6) Tire change: Eleven dollars (\$11.00) (any tire regardless of tire location).
- (7) Chains: Drivers required to install chains and remove same, will be paid in addition to all other compensation one (1) hour of pay for each installation and one (1) hour of pay for each removal.
- * These items will be subject to the CPI percentage adjustment outlined in Section 28 on August 1, 1983 and August 1, 1984.

MEMORANDUM OF AGREEMENT : PROBATIONARY PERIOD

The Company and the Union agree that, in reference to Section 4F of the Labor Agreement, Probationary Period, the Company may terminate employees during their probationary period for any reason, and probationary employees shall not have recourse to the Grievance Procedure, Section 20 of the Labor Agreement.

LETTER OF INTENT: DRIVER/TRAINERS, SECTION 28L a.

The Company and the Union agree that, pursuant to Section 28L a. of the Labor Agreement, Trainers Pay, Driving Instructors/Delegated Behind-the-Wheel Trainers shall be selected by using, but not limited to the following criteria:

1. Accident Record
2. Attendance
3. Good working knowledge of proper training procedures shall include but not be limited to; throttle control, check-outs, etc.
4. Be able to attend and be involved in workshops for improved training procedures
5. Shall comply with DDS's policies and procedures and training

If ability of applicants based on the above criteria is equal, then seniority shall prevail.

MEMORANDUM OF AGREEMENT SUBSTANCE ABUSE TESTING POLICY

INTRODUCTION:

Effective January 1, 1995, the parties signatory to this Agreement will comply with Department of Transportation (DOT) mandated regulations governing anti-drug and alcohol programs. By this policy, the parties intend to comply with regulations governing anti-drug and alcohol programs in the school bus industry.

Section 1 - Prohibited Substances: The presence, as evidenced by the results of a screen performed on an employee's urine of any of the following substances if prohibited for any employee assigned to a classification involving the operating of a passenger vehicle for the Company and/or performing safety sensitive duties:

- a) marijuana (cannabinoids);
- b) cocaine;
- c) opium or opiates;
- d) phencyclidine (PCP); and
- e) amphetamines or methamphetamines

Section 2 - Random Screening: Any employee assigned to a classification involving the operating of a passenger vehicle will be required to submit to a drug and/or alcohol screen as a result of a DOT approved random method of selection or for reasonable suspicion as defined in Section 3 of this Memorandum.

The total number conducted each year will be equal to at least 50% for drug and 25% for alcohol or as required by the Federal Highway Administration (FHWA). Some drivers may be tested more than once each year, some may not be tested at all depending on the random selection.

For the purposes of Alcohol only, random test will be conducted just before, during or just after an employee's performance of safety sensitive duties (i.e., driving).

The random method of selection shall be conducted by an organization outside of the Company, preferably the organization performing the drug and/or alcohol screen.

Section 3 - Reasonable Suspicion: For the purpose of this Article, reasonable suspicion shall be defined to include:

- a) Transfer - Any employee transferring into a drivers position or a position that requires a commercial drivers license (CDL) before performing such functions.
- b) Post Accident - The involvement by an employee in a motor vehicle accident while operating a Company vehicle, when such accident results in a fatality and/or his/her performance contributed to the accident as determined by a citation for a moving violation.
- c) Reasonable Suspicion - The observed conduct of an employee on Company time or property which the Company reasonably determines to be suspicious or extraordinary for that employee (e.g., physical symptoms including but not limited to slurred or other abnormal speech, irregular unsteady gait, flushed or agitated appearance, bloodshot eyes, dilated pupils, nonsensical or irrational behavior or the smell of alcohol or marijuana). Only management personnel trained in detecting the signs and symptoms of prohibited substance use shall make such determination.

Section 4 - Compliance with Screening Requirement: An employee required by the Company to submit to a drug and/or alcohol screening must proceed immediately to the designated facility to accomplish the urine specimen collection and/or EBT test. Such employee shall be paid for all time spent in submitting to such screening. An employee who refuses to submit to drug and/or alcohol screening as provided in Section 3 or random testing will be subject to discipline under Section 21B of the Collective Bargaining Agreement.

Section 5 - Specimen: Unless the Company and the employee agree otherwise, the normal screening methodology will be urinalysis.

Section 6 - Employee Status Pending Receipt of Results:

- a) An employee who is required to submit to a drug and/or alcohol screening as provided in Section 3 of this Article, shall not be assigned to operate a Company vehicle and/or perform safety sensitive functions pending the outcome of such screening. The Company may, at its option, assign such employee to available non-driving duties or place him/her on temporary suspension.

- b) An employee whose drug and/or alcohol screen produces a negative result, shall be promptly returned to his former work or while on suspension, as appropriate. Under no circumstances, will an employee be made whole for any lost wages on a negative result if he/she is suspended for any additional purposes concurrently with the waiting of the outcome of his/her results. However, an employee not suspended for additional purposes, in compliance with the Collective Bargaining Agreement, shall be made whole for any lost wages.
- c) An employee whose drug and alcohol screen produces a positive result shall not be made whole for any wages lost while assigned as provided in this Section and will be subject to discipline under Section 21B of the Collective Bargaining Agreement.

Section 7 - Witness: An employee required to submit to a drug and/or alcohol screening may request that a Union representative be allowed to accompany him/her throughout the process, except when a urine specimen is being provided.

Section 8 - Employee Privacy v. Security: Employees shall be required to comply with the procedures of the collection facility, unless such procedures violate the DOT testing laws.

Section 9 - Designated Medical Facility: The Company shall designate the medical facility to be used for the collection of the urine specimen; provided, however, that the designated facility shall possess all required licenses and permits and shall have a written procedure for ensuring employee privacy, health and safety and the security and chain-of-possession of fluid samples. Such written procedures shall be available to an affected employee, and the Company shall discontinue use of any facility it learns has materially violated its written procedures so that an employee's health is threatened or the accuracy of a screening compromised.

Section 10 - Designated Screening: The Company shall designate the laboratory to which collected fluid samples will be forwarded for drug and/or alcohol screening; provided, however, that such designated laboratory shall possess any required relevant licenses and permits and shall have a written procedure for ensuring the security and chain-of-possession of fluid samples, and the accuracy of its work and for the confidentiality of its records and results. Further, such designated screening laboratory must be approved by the Department of Health and Human Services (DHHS).

Section 11 - Screening Procedure:

- a) All positive results of initial screening shall be subjected to a GC/MS confirmatory test.
- b) Each urine specimen is subdivided into two (2) bottles labeled as "primary" and a "split" specimen. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has sent to another DHHS-certified laboratory for analysis, at the employee's expense.
- c) For alcohol purposes, an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA) must be used. Only if the alcohol concentration is 0.02 or greater, a second or confirmation test must be conducted.
- d) Only a result which is positive following both the initial and the confirmatory analyses shall be reported to the Company as a positive result.

Section 12 - Record of Negative Screen: An employee required to submit to a drug and/or alcohol screening as provided in this Agreement and whose screening results are negative shall have his/her personnel file documented to reflect the negative result.

Section 13 - Voluntary Rehabilitation: An employee who voluntarily admits to management of a drug/alcohol problem and wishes to submit to a Rehabilitation Program, must sign Section 21 of this Memorandum, and will be subject to the following:

- a) The employee shall be placed on medical leave until:
 - i) he/she presents evidence of his having enrolled in and successfully completed at his/her own expense a rehabilitation program approved by the Company, and;
 - ii) he/she submits to a fitness-for-duty drug and alcohol screening at his/her own expense which produces a negative result, and;
 - iii) he/she signs the Company's Post-Rehabilitation Return-to-Work Agreement which is attached to and expressly made a part of this Agreement.
- b) An employee placed on rehabilitation leave as provided in paragraph (a) of this Section must satisfy the provisions of sub-paragraphs (i), (ii), and (iii) of that paragraph not later than sixty (60) calendar days from the commencement of this personal leave. An employee failing to do so shall be deemed to have abandoned his/her job and he/she will be subject to discipline under Section 21B of the Collective Bargaining Agreement.

Section 14 - Return to Work Agreement: An employee who is returned to work as provided in Section 13 of this Article and who fails to comply with any of the terms of the Rehabilitation Return-to-Work will be subject to discipline under Section 21B of the Collective Bargaining Agreement.

Section 15 - Positive Drug Screen: An employee who is required to undergo a Return-to-Work drug screen and whose screening produces a positive result for prohibited substances as defined in Section 1 of this Article (not including alcohol), will be subject to discipline under Section 21B of the Collective Bargaining Agreement.

Section 16 - Alcohol Use: An employee who performs safety sensitive functions will be subject to discipline under Section 21B of the Collective Bargaining Agreement if he/she:

- a) Uses alcohol on the job;
- b) Uses during the four (4) hours before performing safety-sensitive function (If a driver is called to duty by the Company more than four hours before their regular sign-on time, they may indicate they are unable to perform a safety-sensitive function, and no disciplinary action shall result).;
- c) Has prohibited concentrations of alcohol in the system while performing safety-sensitive functions;
- d) Uses alcohol during the eight (8) hours following an accident if the employee's involvement has not been discounted as a contributing factor in the accident or until the employee has tested; and
- e) Refuses to take a required alcohol test.

Section 17 - Positive Alcohol Screen: An employee whose test result is less than 0.04 but greater than or equal to 0.02 shall be removed from duty for a period of twenty-four (24) hours and will be subject to discipline under Section 21B of the Collective Bargaining Agreement.

An employee whose test result is equal to or greater than 0.04 will be subject to discipline under Section 21B of this Agreement.

Section 18 - Joint Labor-Management Oversight Committee: A joint labor-management committee will be established with an equal number of members appointed by management and the Union. The Committee shall have the authority to make recommendations regarding the entire Substance Abuse Testing Program.

Section 19- Union Representation: The employee, and the Union if so authorized by the employee, upon written request, is entitled to obtain copies of any records pertaining to the employee's drug and alcohol testing. In all cases where an employee is ordered to submit to a drug or alcohol test, the employee will be afforded a reasonable opportunity at the time such order is issued to confer with the Union prior to testing, if possible, and if such delay will not adversely affect the integrity of the specimen.

Section 20 - Grievance and Arbitration Rights and Remedies: Any issues, excepting those provided by law, relating to the application, interpretation and enforcement of the Substance Abuse Testing Policy, including but not limited to any discipline shall be subject to grievance and arbitration as outlined in the Collective Bargaining Agreement.

SAMPLE -- DO NOT SIGN

Section 21 - POST REHABILITATION RETURN-TO-WORK AGREEMENT

- a) I understand that my previous job performance warrants close supervision for an extended period of time upon my return to work and I will accept such supervision as a constructive part of my recovery.
- b) I understand that upon return to First Student, I must meet all established standards of conduct and job performance and that I will be subject to the Company's disciplinary procedures for any failure to meet those standards.
- c) For a period of one (1) calendar year after the date of reinstatement to my position, I will be subject to random drug tests at the sole discretion of the Company. The Company shall pay the cost of such tests as well as all time spent by me in submitting to such examinations.
- d) I agree that I shall cooperate fully with any and all First Student requests to submit to any random drug tests. I further acknowledge and understand that if I fail to cooperate fully or to submit to such drug tests when requested, such failure will be cause for discipline under Section 21B of the Collective Bargaining Agreement.
- e) In the event that any of my drug tests indicate a positive reading which discloses that I have used any of the prohibited substances identified in Section 1 of this Policy, I will be subject to discipline under Section 21B of the Collective Bargaining Agreement.
- f) I understand that I will be subject to the stated rules and conditions for twelve (12) calendar months.

I UNDERSTAND AND AGREE THAT MY LEAVE OF ABSENCE, REINSTATEMENT, AND CONTINUED EMPLOYMENT ARE CONTINGENT UPON MY SATISFYING ALL OF THE ABOVE RULES AND CONDITIONS OF EMPLOYMENT AND THAT MY FAILURE TO DO SO SUBJECTS ME TO DISCIPLINE UNDER SECTION 21B OF THE COLLECTIVE BARGAINING AGREEMENT.

Signature

Date

Supervisor/Division Manager

SAMPLE -- DO NOT SIGN