



And

Teamsters Local 206

Fern Ridge, OR

COMPANY'S Third Last, Best, and Final Offer

Dated February 29, 2016

First Student("the Company" or "the Employer") reserves the right to add to, delete from, modify or alter its proposal(s) in any way at any time during negotiations or to correct inadvertent omissions or mistakes contained in its proposal(s).

Preamble: Update dates for new master agreement

Article 11 Discipline

Section 1.1 Receipt by the Employer from a revenue customer of a notice in writing to remove an employee from performing service in accordance with the revenue contract. **If the event giving rise to the removal letter does not meet the just cause standard, the employee will be subject to the customer removal language set forth in Article 11 of the Master.**

Article 12 Hours of work, Overtime and Minimum

Guarantees

Section 1. Minimum Guarantee. Employees shall be guaranteed a minimum of four (4) hours work when both the a.m. and p.m. portions of the route are worked, and a minimum of two (2) hours if only the a.m. or p.m. portion of the route is worked. Employees shall be guaranteed a minimum of two (2) hours for midday Kindergarten route. When a driver is being paid due to this guarantee, he/she may be assigned to any work under this Collective Bargaining Agreement, to include meetings and conferences.

Should a driver call in sick for any part of the scheduled shift, the Employer reserves the right to reassign the remainder of the day's work pursuant to the needs of the business, **factoring in seniority when feasible.** ~~without regard to seniority.~~

Article 13 Seniority, Trial Period and Layoff Procedures

Section 5. (b) ~~Kindergarten and After School Program Routes.~~

Section 7 Layoffs. The Employer shall give **at least two weeks** ~~as much written~~ notice as possible to affected employees and the Union of layoff. Layoffs shall be determined by seniority provided, however that such retained employees are competent and able to do the work. The employee with the least amount of seniority shall be laid off first. Recall of laid off employees shall be in reverse order of layoff. An employee duly notified by the Employer by registered letter to return to work from layoff must report to work within ten (10) working days of such notice or be considered terminated.

Article 14 Charter and Field Trips

Section 3. An employee will be ineligible for the remainder of the school year if the employee has refused more than three (3) offered charter or field trips in one school year period. **A refusal is defined as an employee declining an available trip opportunity after offered by the Company.** A refusal of a charter or field trip requiring snow travel

and/or over the mountain travel, due to the driver's inexperience will not be considered a refusal under this Section.

Article 26 Grievance and Arbitration Procedure

Throughout article, where it states "Working days of the act or alleged grievance" change to "Working days of the act, knowledge of, or alleged grievance"

Article 27 Safety Conditions of Employment

Section 3. Employee Reporting. Employees shall notify their supervisors of unsafe or unsanitary conditions at any work location. Unless an emergency exists, the report shall be made on a form supplied by the Company.

No reprisal of any kind shall be taken against an employee as a result of reporting an unsafe working condition.

Supervisors shall promptly investigate any report of unsafe or unsanitary conditions. The employee **and the Union** shall be provided notice of the finding of the investigation and of any proposed remedy. If the employee believes a safety or health problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the Company shall review the situation and any finding with the Union Representative in an attempt to resolve the issue.

If a Union member is attacked, assaulted, or menaced while in the course of performing his/her duties, it shall be the duty of the Union member to promptly report the incident to **dispatch** the Contract Manager prior to reporting to the appropriate law enforcement authorities, unless immediate emergency response is needed.

Article 28 Duration

This Agreement, Addenda and Letters of Understanding shall be effective from September 1, **2015** through August 31, **2018**, and from year to year thereafter, unless either party to this Agreement serves notice as provided herein. If either party wishes to modify or terminate this Agreement, it shall serve notice of such intention upon the other party at least sixty (60) calendar days prior to the expiration or subsequent anniversary date.

Article 19 – Wages

Section 1. The following shall be the minimum wage rates paid for the respective classifications. The wage scale shall be as follows for Home to School work:

Drivers	<u>Hourly Rates (Route Pay).</u>				
	<u>Effective</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
	<u>Step</u>				
	1	\$9.75	\$10.50	\$11.75	\$12.00
	2	\$10.40	\$10.75	\$12.00	\$12.25
	3	\$10.55	\$10.85	\$12.25	\$12.50
	4	\$10.80	\$11.00	\$12.50	\$12.75
	5	\$11.35	\$11.55	\$12.75	\$13.00
	6	\$11.45	\$11.65	\$13.00	\$13.25
	7	\$11.75	\$11.75	\$13.25	\$13.50
	8	\$13.90		\$13.50	\$14.00
	9		\$14.90	\$15.25	\$15.50

Drivers with 2 or more years in Step 8 move to Step 9. Drivers who moved into Step 8 in 2015/16 school year will remain at current rate of \$13.90, then move to Step 9 in 2016/17 school year

Grandfathered employee shall receive \$0.25 step increase each school year.

Section 2. Other Hourly Rates of Pay

<u>Effective</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Charters	Route Pay	Route Pay	Route Pay
Field Trips	Step 1	Step 1	Step 1
Field trips (weekends)	1.5 Times the	Field Trip Rate	
Safety Mtgs.		Route Pay	
Training & Other Mtgs.		Minimum Wage	
Utility/Maint./Lot		Minimum Wage	
Office/Clerical		Minimum Wage	

Section 3 Meal Per Diems

Delete “with receipts” and add “The Company will use its best effort to provide each employee his/her per diem prior to leaving for a trip.”

All other language remains the same

All employees employed as of the date of ratification will receive the 2015/2016 wage scale increase (excluding other hours rates of pay) retroactive to the beginning of the school year. Step 1 pay for Field Trips will begin on the date of ratification.