

MEMORADUM OF UNDERSTANDING

BY AND BETWEEN

FIRST STUDENT, INC.

PORTLAND, OREGON

AND

AMALGAMATED TRANSIT UNION, LOCAL 757

This Memorandum of Understanding, hereinafter referred to as "Agreement" or is entered into by and between Amalgamated Transit Union, Local 757 (hereinafter referred to as the "Union") for and on behalf of all members of the bargaining unit represented by the Union, and First Student, Inc., Portland, Oregon (hereinafter referred to as "Company" or "Employer").

WHEREAS, the Union and Company are parties to a Collective Bargaining Agreement effective from September 1, 2016 to August 31, 2021, hereinafter referred to as "CBA";

WHEREAS, the Union and Company wish to revise the language in Appendix "A" of the CBA and extend the effective date of the CBA to August 31, 2022;

NOW, THEREFORE, the Union and the Company hereby enter into this Agreement to memorialize their agreement as follows:

1. The Parties agree that the revised language in Appendix "A" below became effective upon ratification, May 11, 2018.

**APPENDIX A
CLASSIFICATION AND WAGES**

The Company may change the start rate as needed during the term of this Agreement to meet changing business conditions.

Home to School Vehicle Operator

| | 9/1/2017 | 9/1/2018 | 9/1/2019 | 9/1/2020 | 9/1/2021 |
|----------------------|----------|----------|----------|----------|----------|
| 1 st Step | \$16.50 | \$18.25 | \$18.50 | \$19.15 | \$19.82 |
| 2 nd Step | \$16.70 | \$18.47 | \$18.74 | \$19.40 | \$20.07 |
| 3 rd Step | \$16.90 | \$18.70 | \$18.98 | \$19.64 | \$20.33 |
| 4 th Step | \$18.00 | \$20.22 | \$21.44 | \$22.19 | \$22.97 |
| 5 th Step | \$19.25 | \$21.63 | \$22.93 | \$23.73 | \$24.56 |
| Thereafter | \$20.20 | \$22.70 | \$24.06 | \$24.90 | \$25.77 |

Type 10 Vehicle Operator

| | 9/1/2017 | 9/1/2018 | 9/1/2019 | 9/1/2020 | 9/1/2021 |
|----------------------|----------|----------|----------|----------|----------|
| 1 st Step | \$16.50 | \$17.00 | \$17.50 | \$17.95 | \$18.40 |

Monitors

| | 9/1/2017 | 9/1/2018 | 9/1/2019 | 9/1/2020 | 9/1/2021 |
|----------------------|----------|----------|----------|----------|----------|
| 1 st Step | \$11.25 | \$14.00 | \$14.00 | \$14.00 | \$14.00 |
| 2 nd Step | | | \$14.25 | \$14.25 | \$14.25 |
| 3 rd Step | | | | \$14.50 | \$14.50 |
| 4 th Step | | | | | \$14.75 |

Effective the 2017-2018 school year, employees shall receive a one-time step increase beginning September 1 of each school year for the life of this Agreement. An employee must have worked at least one (1) day during the past regular school year (not including summer school) to advance to the next step. However, any employees having an anniversary step increase in the summer following the 2016-2017 school year will remain at that step and will proceed through the steps the following school year.

Company agrees to provide additional home to school wages of \$0.10 per hour for employees with 10 years of service, \$0.25 per hour for employees with 15 years of service and \$0.50 per hour for employees with 20 years of service.

The terms of Article 13 shall be applicable to all employees of the bargaining unit referenced in this Agreement. Notwithstanding the above, Section 5 of Article 13 shall not be applicable to Monitors. Non-revenue rate will be \$14.00 per hour for the life of the Agreement. The hourly wage rate for Bus Washing and Dispatching will be \$16.50 per hour for the life of the Agreement.

The hourly wage rate for Dedicated Charter Drivers will be the same as the 1st Step above for all work performed including work performed outside of their guarantee. Dedicated Charter Drivers will earn Home to School hourly wage rates, including the years of service bonus as specified above when driving Home to School routes.

The hourly wage rate for all other drivers performing Charter work, including extracurricular outside of PPS, will be the same as the 1st Step above.

The hourly wage rate for all drivers performing extracurricular work for Portland Public Schools will be the same as the 1st Step above.

Fueler rate will be \$16.50 per hour.

Payroll Notes

Payroll Note # 1 - Cover Driver: An employee assigned by the Company as a standby driver shall enjoy a guarantee of three-and-one-half (3 ½) hour shifts with a seven (7) hour daily cap. If more than one employee became a Cover Driver at the same time, the date of hire will be the deciding factor. Such cover driver shall receive a differential in addition to his base, straight-time hourly home-to-school rate of pay for all hours so assigned as follows:

Seventy-five cents (\$.75)

Payroll note #2 - Driver/Trainer: The Company may assign an employee who, in its honest

business judgment, is fully qualified, to the classification driver trainer and may similarly remove such employee from the classification; provided, however, that the Company shall select the senior employee whenever more than one employee is fully qualified and interested, and that such employee shall receive a differential in addition to his base, straight-time hourly rate of pay for all hours during which he is actually performing driver trainer activities. Trainers upgrading their skills in school shall receive the regular driver rate of pay when attending.

Seventy-five cents (\$.75)

Payroll Note #3 - Non-pyramiding: No employee shall receive both daily and weekly overtime for the same hours; nor shall a differential paid under this appendix be included as part of an employee's base, straight-time rate of pay when calculating overtime pay.

Payroll Note #4 - Minimum Rates Only: The rates shown in this appendix for each classification are minimum rates only. Nothing shall prevent the Company from paying an employee a rate higher than that shown in this appendix for his classification and length of service.

Payroll Note #5 - Overtime: All overtime will be paid according to State and Federal Wage and Hour Rules and Regulations.

Payroll Note #6 - Direct Deposit: The Company will provide direct deposit for drivers pursuant to Company Policy.

Payroll Note #7 - Attendance Bonus: The Company will continue the current Attendance Bonus program for the term of the agreement, with a flat rate of Fifty dollars (\$50.00) per pay period for eligible drivers. Union Officers may be exempt one day per month to attend to union business.

Payroll Note #8 - UA Testing and Physical Exams: The Company will pay the non-- revenue rate of pay for time spent traveling to and from, waiting for and undergoing an employer mandated drug test. The Company will not compensate the employee for pre- employment and DOT required drug test(s)

2. The Parties agree that the CBA shall continue in full force and effect through midnight August 31, 2022.

FOR THE UNION

Shirley Block 07/19/18
Date

Title:

Amalgamated Transit Union, Local 757

FOR THE EMPLOYER

Kim Worster 7/19/18
Date

Kim Worster
Senior Vice President, First Student, Inc.