

MEMORANDUM OF AGREEMENT

**BY AND BETWEEN
THE OYSTER RIVER BUS DRIVER'S ASSOCIATION
AND
THE OYSTER RIVER COOPERATIVE SCHOOL BOARD**

July 2009 – June 2012

**Ratified by ORBDA January 13, 2009 and the
Oyster River Cooperative School District School Board on January 14, 2009
Approved by voters March 10, 2009**

1. INTRODUCTION

As prescribed by and in accordance with New Hampshire RSA 273-A, the Oyster River Cooperative School District Board and the Oyster River Bus Drivers' Association have agreed to the following procedures, pay schedules, and other economic benefits for school years 2009-2010, 2010-2011 and 2011-2012.

1.1 Seniority:

1.1.1. Seniority will be defined as length of actual employment within the district. A break of one (1) school year shall void prior seniority. This definition will apply to all bus drivers driving ten (10) runs per week or more and all spare drivers guaranteed a minimum of 20 hours per week. In the event an employee is unable to report for work due to a medical condition that employee's seniority rights will remain in tact until such time as that employee is allowed to return to full or light duty. The Transportation Supervisor will post the "seniority list" in the Transportation Office and send a copy to the Association President on or before July 1 of each year.

2. GRIEVANCE PROCEDURE

2.1. Definitions:

- 2.1.1. A "grievance" shall be defined as an alleged violation on the express provisions of this agreement.
- 2.1.1.a. An employee with more than one year of continuous service may grieve disciplinary actions taken by a supervisor, limited to letters of reprimand, suspensions with or without loss of pay, and terminations.
- 2.1.2. A "grievant" shall be defined as the employee or employees alleging the grievance.
- 2.1.3. "Days" shall mean work days, unless otherwise specifically referenced.
- 2.1.4. An "Aggrieved Person" is the person or persons making a complaint.

2.2. Initiation and Processing

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2.3. Level I – Supervisor

Any employee who has a grievance shall submit it in writing and discuss it first with the Transportation Supervisor to attempt to

resolve the matter informally at that level. The solution at this level will be given in writing. The employee must present the grievance within fifteen (15) calendar days of its occurrence or when the individual should reasonably have been aware of it.

2.4. Level II – Business Administrator

If, as a result of the discussion at Level I, the matter is not resolved to the satisfaction of the employee, within five (5) work days, the grievance shall be set forth in writing to the Business Administrator specifying: 1) the nature of the grievance and date it occurred; 2) the nature and extent of the injury, loss or inconvenience; 3) results of discussions; 4) the dissatisfaction with the decisions previously rendered. The Business Administrator shall communicate a decision to the employee in writing within five (5) work days of receipt of the written grievance.

2.5. Level III – Arbitration

If the decision of the Business Administrator does not resolve the grievance to the satisfaction of the grievant, and the grievant wishes review by a third party, the Association shall be notified within five (5) work days of receipt of the Business Administrator's decision. If the Association determines that the matter should be arbitrated it shall, in writing, so advise the Business Administrator through the Superintendent within ten (10) work days of the Business Administrator's decision.

2.6. Procedure for Securing the Service of an Arbitrator

- 2.6.1. A request shall be made to the American Arbitration Association to submit a roster of five (5) persons qualified to function as arbitrators in the dispute in question. The list shall include a full resume, including personal and professional background and experience, arbitration experience, and per diem expenses. The list shall be submitted to the parties within five (5) work days of the request.
- 2.6.2. If, within five (5) work days, after receipt of the list, the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of five (5) names within five (5) work days.
- 2.6.3. If the parties are unable to determine within fifteen (15) work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator within five (5) work days.
- 2.6.4. The selected arbitrator shall immediately contact the parties and arrange the details of the arbitration hearing.
- 2.6.5. Neither the Business Administrator nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.

- 2.6.6. The Business Administrator, the aggrieved, and the Association shall receive copies of the arbitrator's report, said report of findings and decisions to be accomplished within thirty (30) work days of the arbitrator's hearing.
- 2.6.7. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to nor subtract anything from the agreement between parties. The arbitrator's findings and decision shall be advisory only.
- 2.7. An aggrieved person may be represented at all stages of the grievance procedure by his/herself or at his/her option, by the Association or by a representative selected or approved by the Association.
- 2.8. When an employee is not represented by the Association in the processing of a grievance, the administration will insure that the Association has been notified at the time the grievance is submitted to the Business Administrator. Once the grievance is reduced to writing the Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance, and shall receive a copy of all decisions rendered.
- 2.9. The Business Administrator and the Association shall assure all parties freedom from restraint, interference, coercion, discrimination or reprisal in presenting their appeal with respect to their personal grievances.
- 2.10. Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs, which will be shared, by the two parties and such cost shall be shared equally.
- 2.11. All documents, communications, and records dealing with the processing of a grievance may be filed; however, such documents, communications, or records shall not be forwarded to any prospective employer unless it is requested by the employee. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. SALARIES AND ECONOMIC BENEFITS

- 3.1. Pay Schedules – Employees will be compensated in accordance with the wage schedule attached. It is acceptable to pay the employee's hourly rate for in-service training or at other times in which the Transportation Supervisor requests an employee work other than performing home-school student runs.

3.2. Sick Leave

Drivers will be advanced fifteen (15) sick days. Drivers may accumulate sick leave up to a limit of one-hundred twenty (120) days. At the end of each year, up to five (5) days of any unused sick leave

earned that year may be exchanged for pay at the employee's normal scheduled rate of pay per day.

Upon permanent separation from a position of at least two (2) runs per day, after eight (8) years of consecutive service with the district, the District agrees to pay the employee for all accumulated sick leave days at the rate of twenty (20) dollars per sick leave day.

3.2.1. Sick Leave Donation Bank

A Sick Leave Donation Bank may be established from which an employee may request to borrow up to thirty (30) days. Amount dispensed will be four (4) hours per day. A day will be two (2) runs or four (4) hours pay depending upon how the driver is paid. This Sick Leave Donation Bank shall be established beginning September 2000 by employees covered by the bargaining unit contributing sick leave days.

- 3.2.1.a. The Sick Leave Donation Bank shall be established by ORBDA, including how the bank shall be stocked and how many days shall be approved for its employees.
- 3.2.1.b. The Sick Leave Donation Bank is intended to serve an employee who, because of extended and serious illness, has exhausted her/his individual accumulated sick leave.
- 3.2.1.c. The District shall cooperate in the operation of the Bank in the following ways:
 - Tracking the balance of hours in the Bank
 - Deducting sick days from employees as reported by the Association.
 - Paying employees for days approved by the Association.
- 3.2.1.d. Contributing days to the Sick Leave Donation Bank balance will be done only in September and April.
- 3.2.1.e. The Sick Leave Donation Bank shall be limited to a maximum of one-thousand two-hundred (1200) hours.
- 3.2.1.f. The Association shall be responsible for employees who leave the District owing days to the Bank. The District will assist the Association with collection plans that have been established with a former employee. This assistance shall be limited to deducting money from wages earned as authorized by the employee or crediting the Bank from payments made by the Association.

- 3.3. The reimbursement rate for a driver's periodic D.O.T. physical will be the fee charged by a personal physician or a facility authorized by ORCSD, whichever is less.
- 3.4. Drivers will be paid three (3) working days in the event of death of his/her spouse, father, mother, father-in-law, mother-in-law, child, brother, sister, or grandparent.

3.5. HOLIDAYS

Paid Holidays during the life of this agreement will be:

- 3.5.1. Veteran's Day ~ 1Day
- 3.5.2. Thanksgiving ~ 2 days
- 3.5.3. Christmas ~ 3 days
- 3.5.4. New Year's ~ 1 days
- 3.5.5. Martin Luther King Day ~ 1 day
- 3.5.6. Presidents' Day ~ 1 day
- 3.5.7. Memorial Day ~ 1 day
- 3.5.8. Labor Day ~1 day during any year when school begins prior to the Labor Day Holiday.

INSURANCE

- 3.6. HEALTH INSURANCE~ Effective July 1, 1997 and for the life of this agreement, the District will pay 90% of a single membership and 80% of a two-person or family membership in the District's health insurance plan for drivers regularly assigned ten (10) or more runs per week.
- 3.7. TERM LIFE INSURANCE~ Effective July 1, 2006, drivers assigned a minimum of ten (10) runs per week will receive a group term life insurance policy, paid by the District, in the amount of three times earnings to a maximum of \$175,00 with a minimum of \$30,000.
- 3.8. DENTAL INSURANCE~ Effective July 1, 1997, and for the life of this agreement. The District shall pay the cost of the employee's membership in the District's dental insurance plan for drivers regularly assigned ten (10) or more runs per week.
- 3.9. DISABILITY INSURANCE ~ Effective July 1, 1997, and for the life of this agreement. The District shall pay the cost of the employee's membership in the District's long term disability insurance plan for drivers regularly assigned ten (10) or more runs per week.

3.10. OTHER PAYS

3.10.1 Cancelled Days - Pay for canceled days: In the event a driver has departed home, or begun pre-trip preparations for the purpose of making his/her first morning run before a school cancellation is announced, s/he shall receive pay for one (1) run that day.

3.10.2 SPED Route Cancellation - In the event a regularly scheduled SPED Transportation run has no riders or is cancelled without prior notice, the driver shall be compensated at the one hour rate provided no other students ride.

3.10.3 Jury Duty Pay: Bus drivers on jury duty will be entitled to pay differential and continued benefits while fulfilling such jury duty. Pay differential shall be calculated on the basis of half-days of jury

duty as assigned by appropriate court officials.

3.10.4 RETIREMENT~ Effective July 1, 2001 Oyster River Cooperative School District will pay up to 4.25%(not to exceed a district contribution of \$700.00 per annum) of an employee's annual wages by June 30 into an annuity account.

3.11. VACANCIES AND SUMMER WORK ~ As new positions or vacancies in existing bus routes occur, that route or vacancy will be posted in the Transportation Office with a written copy sent to the Association President. Interested employees may apply in writing to the Transportation Supervisor or his/her designee within five (5) working days of the date of posting. The President of the Association will be notified in writing of any vacancies occurring during the summer months. Filling of vacancies or positions, including summer driving schedules, will be determined primarily on the basis of ability and performance, but shall be governed by seniority when equal qualifications exist. Such positions shall be filled with the most qualified applicant in the judgment of the employer. All other things being equal, preference shall be given to current employees when filling such positions.

3.12. HOURLY RATE ~ Employees will be paid their hourly wage rate for in-service training or at other times in which the Transportation Supervisor requests any employee work other than for performing their runs and routine service maintenance.

3.13. ASSOCIATION DUES – In the event the Oyster River Bus Driver's Association initiates the collection of dues from its membership, it is agreed that:

3.13.1 Dues payment will be on an entirely voluntary basis,

3.13.2 Any dues collected will be used to support the maintenance and endeavors of the Association, and

3.13.3 The District shall cooperate in the collection of any dues in the following ways:

- Providing the necessary salary reduction forms.
- Deducting dues from member's paychecks and reporting said deductions to ORBDA.
- Sending dues collected via EFT or AP Check to the bank account established by ORBDA for said purpose.

4. SIDE BAR DISCUSSIONS: The ORCSD and ORBDA will work on the following issues -

4.4. Seniority with regard to reductions-in-force and/or consolidation of routes.

4.5. Route run times and the use of the electronic time-clock system.

- 4.6. Student possession of skateboards on ORCSD school buses with regard to safety.
- 4.7. Rest facilities for drivers at the bus parking yard.

5. AUTHENTICATION

THIS AGREEMENT will become effective July 1, 2009, and terminate June 30, 2012. In witness thereto the parties have caused this agreement to be signed by their respective Chairperson and Witness.

Oyster River Bus Drivers' Association

Oyster River Cooperative School Board



Chairperson - ORSB



President - ORBDA

7/1/09

Date

07/01/09

Date



Witness



Witness

Step	2009-2010		2010-2011		2011-2012	
	Hourly	Run	Hourly	Run	Hourly	Run
PROBATION	\$10.76	\$21.52	\$10.98	\$21.95	\$11.20	\$22.39
1	\$10.87	\$21.75	\$11.09	\$22.18	\$11.31	\$22.62
2	\$11.11	\$22.22	\$11.33	\$22.66	\$11.56	\$23.11
3	\$11.31	\$22.62	\$11.54	\$23.08	\$11.77	\$23.54
4	\$11.80	\$23.60	\$12.04	\$24.07	\$12.28	\$24.56
5	\$12.13	\$24.26	\$12.37	\$24.74	\$12.62	\$25.24
6	\$12.63	\$25.26	\$12.88	\$25.76	\$13.14	\$26.28
7	\$13.12	\$26.23	\$13.38	\$26.76	\$13.65	\$27.29
8	\$13.61	\$27.21	\$13.88	\$27.76	\$14.16	\$28.31
9	\$14.09	\$28.17	\$14.37	\$28.74	\$14.66	\$29.31
10	\$14.58	\$29.15	\$14.87	\$29.73	\$15.16	\$30.33
11	\$15.06	\$30.11	\$15.36	\$30.71	\$15.66	\$31.33
12	\$15.16	\$30.31	\$15.46	\$30.92	\$15.77	\$31.54
13	\$15.28	\$30.56	\$15.59	\$31.17	\$15.90	\$31.79
14	\$15.39	\$30.78	\$15.70	\$31.40	\$16.01	\$32.03
15	\$15.50	\$31.01	\$15.81	\$31.63	\$16.13	\$32.26
16	\$15.65	\$31.29	\$15.96	\$31.92	\$16.28	\$32.56
17	\$15.76	\$31.52	\$16.07	\$32.15	\$16.40	\$32.79
18	\$15.87	\$31.74	\$16.19	\$32.38	\$16.51	\$33.02
19	\$15.98	\$31.97	\$16.30	\$32.61	\$16.63	\$33.26
20	\$16.11	\$32.21	\$16.43	\$32.86	\$16.76	\$33.51
21	\$16.82	\$33.64	\$17.16	\$34.31	\$17.50	\$35.00
22	\$16.94	\$33.88	\$17.28	\$34.56	\$17.63	\$35.25
23	\$17.01	\$34.03	\$17.35	\$34.71	\$17.70	\$35.40
24	\$17.15	\$34.29	\$17.49	\$34.98	\$17.84	\$35.68
25	\$17.27	\$34.54	\$17.61	\$35.23	\$17.97	\$35.93
26	\$17.40	\$34.80	\$17.75	\$35.50	\$18.10	\$36.21
27	\$17.50	\$35.01	\$17.85	\$35.71	\$18.21	\$36.42
28	\$17.61	\$35.21	\$17.96	\$35.91	\$18.32	\$36.63
29	\$17.73	\$35.46	\$18.08	\$36.16	\$18.44	\$36.89
30+	\$17.86	\$35.72	\$18.22	\$36.43	\$18.58	\$37.16