MEMORANDUM OF AGREEMENT

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

July 2015 – June 2018

Ratified by ORBDA and the Oyster River Cooperative School Board: October 15, 2014
Signed by ORBDA and the Oyster River School Board: March 30, 2015

Approved by voters: March 10, 2015

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 2015-16, 2016-17, and 2017-18.

1.1 Seniority:

1.1.1. Seniority will be defined as length of actual employment as a bus driver within the district. A break of one (1) school year shall void prior seniority. This definition will apply to regular bus drivers working twenty (20) hours or ten (10) runs per week or more and all spare drivers 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 intact 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 Chair on or before July 1 of each year.

1.1.2. New Employees – New employees will be subjected to a ninety (90) day probationary period.

1.1.3. Substitute Driver

- 1.1.3.a Is a temporary employee for a regular driver;
- 1.1.3.b Will be used for fill-in work;
- 1.1.3.c ORBDA salaried schedule will be used;
- 1.1.3.d Receives no benefits;
- 1.1.3.e Has no seniority
- 1.1.3.f Shall be paid based on years of driving experience and use ORBDA pay schedule.

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. As of July 1, 2015 there are two pay scales; one for those hired prior to July 1, 2015 and one for those hired July 1, 2015 and thereafter. It is acceptable to pay the employee's hourly rate for work performed with exception of home runs which are based on two (2) hours minimum these include – AM High School/Middle School/Elementary Run, Kindergarten Run, and PM High School/Middle School/Elementary Run.

Regular runs are compensated hourly and include vocational, late runs and mail runs.

3.2. Sick Leave

3.2.1 Drivers will earn twelve (12) sick days per year at the rate of 1.2 days per month. Drivers may accumulate sick leave up to a limit of one-hundred twenty (120) days. Drivers will be paid their hourly rate of pay for the hours they would normally work based upon their home runs & regular runs for the covered day up to 8 hours.

3.2.2 Sick Leave Payback- Upon permanent separation from a position of at least two (2) runs per day-twenty hours per week as a bus driver in the District, 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.

3.2.3 Drivers will be provided three (3) non-accumulative personal days per year. Drivers will be paid their hourly rate of pay for the hours they would normally work based upon their home runs and regular runs for the covered day up to 8 hours. Personal days are to be used for business that cannot be done during the regular workday. Personal days may not be used for vacation days.

3.3. Sick Leave Donation Bank

3.3.1 A Sick Leave 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-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.

3.3.1.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.

3.3.1.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.

3.3.1.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.

3.3.1.d. Contributing days to the Sick Leave Donation Bank balance will be done only in September and June.

3.3.1.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.

3.4. 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.

3.5. 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, grandparent or significant other living in household.

3.6. HOLIDAYS

Paid Holidays during the life of this agreement will be:

3.6.1.	Columbus Day	~ 1day
3.6.2.	Veteran's Day	~ 1 day
3.6.3.	Thanksgiving	~ 2 days
3.6.4.	Christmas	~ 3 days
3.6.5.	New Year's	~ 1 day
3.6.6.	Martin Luther King Day	~ 1 day
3.6.7.	Memorial Day	~ 1 day
3.6.8.	Labor Day	~ 1 day during any year when school begins prior to the Labor Day Holiday.

Drivers will be paid their hourly rate of pay for the hours they would normally work based upon their home runs and regular runs for the covered day up to 8 hours.

3.7. HEALTH INSURANCE~

3.7.1 Effective July 1, 2012 for all regular and spare drivers assigned twenty (20) hours, or ten (10) or more runs per week, hired prior to July 1, 2015, the District will contribute the amount equal to ninety percent (90%) of the Matthew Thornton HMO Plan towards the cost of a current employee's health insurance coverage for a single, two (2) person or family plan. The prescription drug program will be the Caremark 10/20/45 plan (mail order pharmacy 3-months' supply), Rx 10/20/45 (out of pocket prescription cost when purchased at pharmacy). Current drivers participating in Comp 100 or BC/BC

Blue Choice Three-Tier plans are able to, during open enrollment, choose a less expensive plan, with the understanding that they will not be allowed to change back to their previous plan.

3.7.2 New Employee – Effective July 1, 2012, Matthew Thornton HMO will be the only medical plan offered to new drivers. For all regular and spare drivers assigned twenty (20) hours, or ten (10) or more runs per week, the District will contribute the amount equal to ninety percent (90%) of the Matthew Thornton HMO Plan for single, two (2) person and family coverage for all regular and spare drivers assigned twenty (20) hours or ten (10) or more runs per week. The prescription drug program will be the Caremark 10/20/45 plan (mail order pharmacy 3-months supply), Rx 10/20/45 (out of pocket prescription cost when purchased at pharmacy).

3.7.3 Drivers who decline Health insurance provided under agreement shall be entitled to a pay back. Dental Insurance if declined receives no payback. Payback amounts:

- Family – Three thousand two hundred dollars ($3200) per year, fixed
- Two (2) Person – Two thousand five hundred dollars ($2500) per year, fixed
- Single – One thousand two hundred fifty dollars ($1250) per year, fixed

3.7.3.a Married or significant other living in household:

3.7.3.a.1 When both work in the District and decline health insurance each are eligible for payback at the single payback rate.

3.7.3.a.2 If one chooses insurance for either two (2) person or family, the spouse or significant other living in household is not eligible for any payback.

3.7.3.a.3 If either the spouse or significant other living in household does elect Single Insurance and the other does not, then the employee electing not to take the insurance is eligible for payback at the Single Payback rate.

3.7.4 Any new employee as of July 1, 2012, who declines health insurance or dental insurance provided under agreement shall not be entitled to any payback.

3.7.5 The District may seek out and select as an alternative to any or all of the existing health plans one or more cost effective insurance plan(s) (hereinafter referred to as "alternative insurance plan(s).") Such alternative health insurance plan(s) shall provide comprehensive core protection and services that are fundamentally equivalent to the existing health plan(s). The District shall notify the Association when seeking and selecting such plan(s) and provide the Association with input to the selection process. The District may also provide additional plans or options to employees on a voluntary basis.

3.7.6. Notwithstanding the language in 3.7.5. and in accordance with the

Affordable Care Act, the District is given the authority to add to the health care plan options, a low cost health care plan. Drivers will be given the option of participating in said plan but will not be required to do so.

3.8. **TERM LIFE INSURANCE**~ Effective July 1, 2006, drivers assigned a minimum of twenty (20) hours or 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.

3.9. **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 twenty (20) hours/ten (10) or more runs per week.

3.10. **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 twenty (20) hours/ten (10) or more runs per week.

3.11. **OTHER PAYS**

3.11.1 Cancelled Days - Pay for canceled days: In the event a driver has 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.

3.11.2 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.

3.11. 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.

3.11.4 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.

3.12. **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 Chair. 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 Chair 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.

3.13. 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.

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

3.14.1 Dues payment will be on an entirely voluntary basis,

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

3.14.3 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. AUTHENTICATION

THIS AGREEMENT will become effective July 1, 2015 and terminate June 30, 2018. In witness thereto the parties have caused this agreement to be signed by their respective Chairperson and Witness.

Oyster River Bus Drivers' Association

Jodi Vincourt
President - ORBDA

March 30, 2015
Date

William Brown
Witness

Oyster River Cooperative School Board

Thomas Newhall
Chairperson - ORCSB

3/30/2015
Date

Wendy L. DeFuscio
Witness

PAY SCHEDULE
Oyster River School Bus Drivers' Association 7/1/2015-6/30/2018

Current Employees hired **PRIOR** to July 1, 2015

2015-2016		2016-2017		2017-2018	
Years	Hourly	Years	Hourly	Years	Hourly
Probation	$11.30	Probation	$11.40	Probation	$11.50
Years	Hourly	Years	Hourly	Years	Hourly
1	$14.40	1	$14.65	1	$14.90
2	$14.65	2	$14.90	2	$15.15
3	$14.90	3	$15.15	3	$15.40
4	$15.15	4	$15.40	4	$15.65
5	$15.40	5	$15.65	5	$15.90
6	$15.65	6	$15.90	6	$16.15
7	$15.90	7	$16.15	7	$16.40
8	$16.15	8	$16.40	8	$16.65
9	$16.40	9	$16.65	9	$16.90
10	$16.65	10	$16.90	10	$17.15
11	$16.90	11	$17.15	11	$17.40
12	$17.15	12	$17.40	12	$17.65
13	$17.40	13	$17.65	13	$17.90
14	$17.65	14	$17.90	14	$18.15
15	$17.90	15	$18.15	15	$18.40
16	$18.15	16	$18.40	16	$18.65
17	$18.40	17	$18.65	17	$18.90
18	$18.65	18	$18.90	18	$19.15
19	$18.90	19	$19.15	19	$19.40
20	$19.15	20	$19.40	20	$19.65
*21	$19.40	21	$19.65	21	$19.90
*Drivers on step 21 and beyond will receive an additional $250					

Breakdown of Placement on Steps
Step 1-4 move to Step 1
Step 5 Move to Step 3
Step 6 move to Step 4
Step 7 move to Step 5
Step 8 move to Step 6
Step 9 move to Step 7
Step 10 move to Step 8
Step 11 move to 11, 12 to 12, etc.
Step 22 and beyond move to Step 21

PAY SCHEDULE
Oyster River School Bus Drivers' Association 7/1/2015-6/30/2018

EMPLOYEES HIRED JULY 1, 2015 FORWARD

2015-2016		2016-2017		2017-2018	
Years	Hourly	Years	Hourly	Years	Hourly
Probation	$11.30	Probation	$11.40	Probation	$11.50
Years	Hourly	Years	Hourly	Years	Hourly
1	$14.75	1	$15.00	1	$15.25
2	$15.10	2	$15.35	2	$15.60
3	$15.45	3	$15.70	3	$15.95
4	$15.80	4	$16.05	4	$16.30
5	$16.15	5	$16.40	5	$16.65
6	$16.50	6	$16.75	6	$17.00
7	$16.85	7	$17.10	7	$17.35
8	$17.20	8	$17.45	8	$17.70
9	$17.55	9	$17.80	9	$18.05
10	$17.90	10	$18.15	10	$18.40

Current drivers can move to new hire scale/health benefits before June 30, 2015 – One time option.

Breakdown of Placement on Steps
Drivers on current scale with 1 - 5 years will go to step 1
Drivers with 6 - 8 years will go to Step 2
Drivers with 9 - 11 years will go to Step 4
Drivers with 12 – 14 years will go to Step 6
Drivers with 15 - 17 years will go to Step 8
Drivers with 18 – 30 years will go to Step 10