AGREEMENT

BETWEEN

THE OYSTER RIVER BUS DRIVERS ASSOCIATION
affiliated with
LOCAL 877 OF THE INTERNATION UNION OF OPERATING ENGINEERS

AND

THE OYSTER RIVER COOPERATIVE SCHOOL BOARD

July 1, 2018 through June 30, 2021
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PREAMBLE

As prescribed by and in accordance with New Hampshire RSA 273-A, the Oyster River Cooperative School District Board (hereinafter referred to as the “Board”, “District”, or the “Employer”) and the Oyster River Bus Drivers Association affiliated with the International Union of Operating Engineers, Local 877, AFL-CIO (hereinafter referred to as the “Union”) have agreed to the following procedures, pay schedules, economic benefits, and other working conditions for school years 2018-2019, 2019-2020, and 2020-2021.

ARTICLE 1
RECOGNITION

The Board recognizes the Union as the exclusive bargaining agent in respect to wages, hours, and terms and conditions of employment for all regular School Bus Drivers employed by the Board, as defined by the State of New Hampshire Public Employees Labor Relations Board Case No. E-0208-1 Decision No. 2017-096.

The definition of a Regular driver is a driver that actually works either a four (4), five (5), or six (6) hour day.

ARTICLE 2
PARTICIPATION IN UNIONS

2.1 The Board recognizes the right of any employee in the bargaining unit to become a member of the Union, and will not discourage, discriminate, or in any other way interfere with the right of any employee to become and remain a member of the Union.

(a) No employee employed in the bargaining unit shall be required to join the Union, but it shall be a condition of employment that all present employees, 30 days from the execution of this Agreement, and all future employees, 30 days after their employment, who voluntarily choose to become a member of the Union, shall remain such during the term of this Agreement. Employees who do not wish to become Union members, however, shall pay a monthly fee for services to the Union, in lieu of dues, fees, and assessments. Such fee for services shall be equal to the monthly membership dues.

(b) The Union hereby agrees to relieve the Board and its agents and representatives of any liability for any adverse action taken against any employee pursuant to this section which may later prove to have been improperly taken.

ARTICLE 3
VOLUNTARY DEDUCTION FROM WAGES

3.1 During the life of this Agreement, in accordance with the terms of the form of authorization of check-off hereinafter set forth as Appendix A, the Board agrees to deduct Union membership dues, levied in accordance with the Constitution and By-Laws of the Union, or non-member service fee from the pay of each employee who executes or has executed such a form and remit the aggregate amount to the Union, along with a list of employees who have had said deductions made.
3.2 The Union agrees to hold the District harmless and indemnify the District from any claims made against it concerning dues deduction.

ARTICLE 4
SENIORITY

4.1 Seniority will be defined as the 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. In the event that an employee is unable to report to work due to medical condition that employee’s seniority rights will remain intact until an employee is able to return to full or light duty. The Transportation Director 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.

4.2 New employees shall be subject to a ninety (90) day probationary period. During this probationary period, the employee may be discharged by the Board for any reason. Such discharge shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

4.3 Substitute Driver:
   (a) is a temporary employee for a regular driver;
   (b) will be used for fill-in work;
   (c) shall be paid based on years of driving experience and use the ORBDA pay schedule
   (d) receives no benefits
   (e) has no seniority

4.4 Seniority shall accumulate while on short term sick leave, short term leave of absence, or for absence caused by an on-the-job accident. Seniority will not accumulate while on long term unpaid leaves of absence of more than eighty-eight (88) days inclusive of accrued sick time. Upon return from such a leave, seniority shall begin to accrue again from the same point as when the employee went on leave.

4.5 Seniority shall terminate when an employee:
   (a) voluntarily terminates his/her employment;
   (b) is discharged in accordance with the procedure of this agreement;
   (c) exceeds an official leave of absence;
   (d) is laid off for a period of 12 consecutive months.
   (e) has a break in service as a bus driver exceeding one (1) school year;
   (f) retires

4.6 In the event a reduction in force or layoff is required, employees shall be laid off in ascending order of seniority. Recall rights shall be in reverse order based on seniority, provided that the individual recalled is qualified to perform the available work. Example of qualification include specialized training in behavioral health, special needs or disabilities, holding a CDL license, late night runs, or other specialized professional development. Recall rights shall expire after one (1) year of continuous layoff. Should the employer institute a reduction in force for the upcoming school year, it shall make efforts to notify affected employees before the end of the year.

4.7 The Board shall furnish to the Union, in October of each year, a list of all employees in the bargaining unit, showing name, address, date of birth, length of service, classification, and rate of pay.
4.8 Vacancies and Summer Work: As new positions or vacancies in existing bus routes occur, the route or vacancy shall be posted in the Transportation Office with a written copy sent to the Shop Steward. Interested employees may apply in writing to the Transportation Director or his or her designee within five (5) working days of the date of posting. The Shop Steward shall be notified of any vacancies 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.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Definitions:

(a) A “grievance” shall be defined as an alleged violation of any express provisions of this Agreement.
(b) A “grievant” shall be defined as the employee or employees alleging the grievance.
(c) “Days” shall mean work days, unless otherwise specifically referenced.
(d) An “aggrieved person” is the person or persons making a complaint.

Nothing in the above shall limit the Union from filing a grievance on the behalf of an employee or employees in the bargaining unit.

5.2 Initiation and Processing:

Failure by the Board at any step of the procedure laid out in this Article to communicate the decision on a grievance within the specified time frames shall permit the Union to proceed to the next step of the procedure. Failure at any step by the aggrieved person or Union to appeal a grievance to the next step of the procedure shall result in the grievance being considered waived.

5.3 Grievance and Arbitration Procedure:

STEP 1: Supervisor

Any employee, or the Union on the behalf of an employee, shall submit it in writing and discuss it first with the Transportation Director to attempt to resolve the matter informally at that level. The answer at this level shall be given in writing. The employee or Union must present the grievance within fifteen (15) calendar days of its occurrence or when the individual or Union should have reasonably been aware of the issue giving rise to the grievance. The Supervisor shall meet with the individual and the Shop Steward if requested within five (5) days of receiving the grievance. The supervisor shall provide a response to the grievance within five (5) days of the meeting.

STEP 2: Business Administrator

If, as a result of the discussion at Level 1, the grievant and the Union are dissatisfied with Step 1 answer, within five (5) days the grievance shall be appealed in writing by the Union and sent the Business Administrator. The grievance shall specify: (1) the nature of the grievance and the date it occurred (2) a
short description of the events giving rise to the grievance (3) the remedy proposed by the Union. The Business Administrator, the grievant, and the Business Agent of the Union shall meet within five (5) days to discuss the grievance and attempt to reach a resolution. Both parties may include other individuals not specified here at the Step 2 grievance hearing. The Business Administrator shall provide decision in writing to the Union and the grievant within five (5) days of the meeting.

STEP 3: Superintendent

If as a result of the discussion at Level II, 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 superintendent specifying: (1) the nature of the grievance and the date it occurred (2) a short description of the events giving rise to the grievance (3) the remedy proposed by the Union. Within five days of the receipt of the grievance the Superintendent, Union Business Agent, and grievant shall meet to discuss the grievance. The Superintendent shall communicate a decision to the employee and Union within five (5) work days of the meeting.

STEP 4: Arbitration

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the Union, it may refer the matter to an impartial arbitrator whose decision shall be final and binding on the Employer, the Employees, and the Union. The Union shall submit its arbitration demand to the American Arbitration Association within ten (10) days of the Business Administrator’s Step 2 decision.

5.4 Procedure for Securing the Service of an Arbitrator

5.4.1. A request shall be made to the American Arbitration Association (AAA) 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 within five (5) work days of the request.

5.4.2. If within five (5) work days, after the 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.

5.4.3. 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.

5.4.4. The selected arbitrator shall immediately contract the parties and arrange the details of the arbitration hearing. Briefs shall be submitted to the arbitrator within thirty (30) calendar days after the hearing.

5.4.5. Neither the Business Administrator or the Union shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
5.4.6. The Business Administrator, the aggrieved, and the Union shall be notified of the Arbitrators ruling within thirty (30) calendar days. The ruling shall include the findings and decisions of the arbitrator and shall be binding to the parties per section 5.4.7.

5.4.7. 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 is final and binding to the parties on issues that do not deal with wages, benefits or other cost issues.

5.5 The aggrieved may be represented at Step 1 of the grievance procedure by him/herself or at his or her option the Union or a representative selected and approved by the Union. At all other Steps the grievant shall be represented by the Union and/or its approved representative.

5.6 Then an employee is not represented by the Union in the processing of a grievance, the administration will insure that the Union is notified of the grievance. The Union shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

5.7 The Business Administration and the Union shall assure all parties freedom from restraint, interference, coercion, and discrimination or reprisal in presenting their appeal with respect to their personal grievances.

5.8 Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the parties and such costs shall be shared equally.

5.9 All documents, communications, and records dealing with the processing of grievances 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.

5.10 The time frames set forth in this Article may be extended upon the mutual agreement of the Board and the Union. Any agreement to mutually extend the agreed timelines must be placed in writing and signed by both parties.

ARTICLE 6
HOURS OF WORK AND OVERTIME

6.1 Each driver will be asked in April of each year, or at time of hire, whether they wish to be a twenty hour per week (four hour per day), twenty-five hour per week (five hour per day), or thirty hour per week (six hours per day). Drivers who choose more than twenty hours will be required to work twenty-five or thirty hours to do snow duty, fill-ins, snow removals, pre and post preparation, yard work, vocational runs, pre-school, trips, late-runs, mail runs, cleaning buses, cleaning the garage, and any other reasonable assignment other than those requiring a special licensure such as electrical or plumbing work, that the Transportation Director so deems necessary in order to complete the twenty-five or thirty hour minimum. Hours exceeding the twenty-five or thirty hours can only be in the capacity of driving. The only exception will be for trainers approved by the Transportation Director. The Transportation Director will inform each driver what their start and end time range will be.
6.2 Overtime will accrue after forty (40) hours exclusive of Sick, Holidays, and Snow Days.

6.3 Extra Runs: Extra Runs shall be offered equally among employees within the bargaining unit. When the employer offers extra runs it shall be done on a rotating basis to employees within the job classification primarily responsible for the required work. The employer shall start with the most senior employee at the beginning of each school year, and offer available work to each driver in descending seniority order until the work is accepted. The next time extra runs are offered the list shall resume where it left off. The employer shall record the amount of hours offered and worked by employees on a cumulative summary. Should a question arise, the shop steward may ask and be granted to view the Director’s log related to who was provided extra runs. In the event that no employees volunteer for available extra runs, and there are no spare drivers willing to accept such work, then the available, qualified employee with the lowest seniority shall be required to work the shift.

6.4 The Board shall continue the current practice in regards to the allocation of runs for a school year. Provided, however, if there are any changes to an employee’s runs or routes the employer will endeavor to notify the employee with as much advance notice as is reasonable under the circumstance. An employee may request a meeting with the Director to discuss proposed changes.

ARTICLE 7
WAGES

7.1 Employees will be compensated in accordance with the wage schedule attached in Appendix B. As of July 1, 2018, there shall be one pay scale. Each year the rates of pay shall be adjusted in accordance with the increases in Appendix B. The three-hour minimum shall include the run assigned and other work as well as described in Article 6.1.

7.2 Employees will be paid their hourly wage rate for in-service training or at other times in which the Transportation Director requires any employee work.

7.3 Activity Runs: When Activity Runs exceed the 6-hour day, the driver shall be compensated at their hourly rate for time spent beyond two hours to the next quarter hour.

ARTICLE 8
SICK LEAVE

8.1 Perfect attendance each school year from August through December will result in $500 being paid to a driver in the second pay period of December. Perfect attendance from December through June will result in an additional $500 being paid to a driver in the last pay period in June. If a driver misses two (2) days for any reason between August and December, the amount paid will be $400. If a driver misses two (2) days for any reason between January and June the driver will be paid $400. Any additional absences will result in no semi-annual payment during the aforementioned 2-time periods.

Regarding this article 8.1 only, a partial day out will count as a full day.

8.2 Drivers will earn fifteen (15) sick days per year, at a rate of 1.5 days per month. Drivers may accumulate sick leave up to one-hundred thirty-five (135) days. Drivers will be paid their hourly rate of pay for the hours they would normally work based on whether they chose a four (4), five (5) or six (6) hour work day in September.
8.3 Sick Leave Payback: Upon permanent separation from a position at least four or six hours per day as a bus driver in the District, after eight (8) years of consecutive service with the district, the Employer agrees to pay the employee for all accumulated sick leave days at a rate of twenty (20) dollars per sick leave day.

8.4 Sick Leave Donation Bank: A sick leave bank may be established from which an employee may request to borrow up to thirty (30) days. The amount dispensed will be based on whether they chose a twenty-hour per week (4 hour per day driver), twenty-five hours per week (five hour per day driver), or thirty hours per week (6 hour per day driver.) This sick leave bank shall be established beginning September 2000 by employees covered by the Agreement contributing sick leave days.

(a) The Sick Leave Donation Bank shall be established by ORBDA-IUOE Local 877, including how the bank shall be stocked and how many days shall be approved for its employees.
(b) The Sick Leave Donation Bank is intended to serve an employee who, because of extended or serious illness has exhausted her/his accumulated sick leave.
(c) The Employer shall cooperate in the operation of the Bank in the following ways:
   i. Tracking the balance of hours in the Bank
   ii. Deducting sick days from employees as reported by the Union
   iii. Pay employees for days approved by the Union
(d) Contributing days to the Sick Leave Bank balance will be done only in September and June of each year.
(e) The Sick Leave Donation Bank shall be limited to a maximum of one-thousand two-hundred (1200) hours.

8.5 The employer may request an employee provide documentation from a health care provider when an employee takes one or more days before or after a vacation or holiday.

ARTICLE 9
DOT PHYSICALS

9.1 The reimbursement rate for a driver’s periodic physical will be the current fee charged by a facility authorized by ORCSD. If the driver chooses to see a personal physician the reimbursement shall not exceed $100.00.

ARTICLE 10
LEAVES OF ABSENCE

10.1 Bereavement Leave: Drivers will be paid three (3) working days in the event of a death of his/her spouse, father, mother, father-in-law, mother-in-law, child, brother, sister, grandparent, or significant other living in the household. Employees may use up to 5 sick days per year to extend a bereavement leave with the approval of the Transportation Director, such approval shall not be unreasonably denied.

10.2 Jury Duty: Employees shall be paid the difference between their regular week’s pay and the compensation they receive for jury duty, or for time that they are required to report to court as a witness for proceedings that they did not initiate and are related to their employment in ORCSD (such as instances involving red light violations), provided they report for work on each regularly scheduled
working day when excused from such duty. A certificate setting forth the amount received by the employee for jury duty shall be required prior to such payment. Employees shall be entitled to any applicable differentials and continued benefits while serving jury duty.

10.3 Other Leaves: A leave of absence may be granted in accordance with the existing and applicable Personnel Rules and Regulations of the Board. The employee shall make the request to the Superintendent citing the reasons for the request. The Superintendent may grant the leave of absence without compensation. Employees granted an unpaid leave of absence shall not be eligible for any contract benefits. Such employees shall be responsible for 100% of the premiums associated with participation in the plan.

ARTICLE 11
HOLIDAYS

11.1 The paid holidays for the life of this agreement shall be:

- Columbus Day/Indigenous Peoples Day - 1 day
- Veteran’s Day - 1 day
- Thanksgiving - 2 days
- Christmas - 3 days
- New Year’s - 1 day
- MLK Jr. Day - 1 day
- Memorial Day - 1 day
- Labor Day - 1 day (In any school year in which school begins prior to the Labor Day Holiday. In years where school begins after Labor Day it this holiday shall be converted into a Floating Holiday)

11.2 Drivers will be paid at their hourly rate of pay for the hours they would normally work based on whether they chose a twenty hour per week (4 hour per day driver), twenty-five hours per week (five hour per day driver), or thirty hours per week (6 hour per day driver.)

11.3 Drivers who work on a holiday shall be paid for all hours working in addition the holiday pay provided in 11.1.

ARTICLE 12
INSURANCE

12.1 Effective July 1, 2012 for all regular drivers who work four (4), five (5) or six (6) hours per day, hired prior to July 1, 2015, the District will contribute the amount equal to ninety percent (90%) of Access Blue New England (ABNE) Plan towards the cost of a current employee’s health insurance coverage for a single, two-person, or family plan. The prescription drug program will be the CVS Caremark 10/20/45 plan. Current drivers participating in BC/BS Blue Choice are able to, during open enrollment, choose a less expensive plan, with the understanding that they will not be able to change back to the previous plan.

12.2 New Employee- Effective July 1, 2012, Access Blue New England will be the only medical plan offered to new drivers. For all regular drivers who work four (4), five (5) or six (6) hours per day, the
district will contribute the amount equal to ninety percent (90%) of the ABNE Plan for single, two
person, and family coverage. The prescription drug program will be the CVS Caremark 10/20/45 plan.
Drivers hired July 1, 2015 and thereafter will be offered the following health insurance benefits: 90% of
single subscriber, 75% of two person, or 60% of family.

12.3 Drivers hired prior to July 1, 2012, who decline Health Insurance provided under the 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

12.4 Employees hired after July 1, 2012 who decline health insurance or dental insurance provided
under agreement shall not be entitled to a payback.

12.5 The District may seek out and select as an alternative to any or all existing health plans or more
cost-effective insurance plans (hereinafter referred to as “alternative insurance plans”). Such alternative
health insurance plans shall provide core protection and services that are fundamentally equivalent to
the existing health plans. The district shall notify the Union when seeking and selecting such plans and
provide the Union input to such process. The District may also provide additional plans or options to
employees on a voluntary basis.

12.6 Notwithstanding the language in Section 12.5 in accordance with the Affordable Care Act, the
District is given the authority to add 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.

12.7 Term Life Insurance: Effective July 1, 2006, drivers who work four (4), five (5) or six (6) hours per
day will receive a group term life insurance policy, paid by the District, in the amount of three times
earnings to a maximum of $175,000. Earnings shall be defined by the Employee’s prior year earnings, as
reported on their W-2.

12.8 Dental Insurance: Effective July 1, 1997, and for all 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 who work
four (4), five (5) or six (6) hours per day.

12.9 Disability insurance: Effective July 1, 1997, and for all 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 who work four (4), five (5) or six (6) hours per day. Employees who are out 90 days on sick leave
will be required to apply for and accept if approved for long-term disability insurance.

12.10 Further, both parties agree to re-open this contract for health insurance only if the Affordable
Care Act would result in an excise tax with the intent of choosing a health care plan that would result
in no excise tax. The intent of this re-opener is to insure that neither the management or ORBDA
ends up paying the excise tax.
ARTICLE 13
RETIREMENT

13.1 Effective July 1, 2018 Oyster River Cooperative School District will contribute $800 annually into an annuity account that is established by the employee, or at the employee's option to the Union's Annuity Fund.

ARTICLE 14
UNION ACCESS AND COMMUNICATIONS; SHOP STEWARDS

14.1 Representatives of the Union shall be permitted to confer with employees within the bargaining unit at reasonable times during working hours for the purpose of discussing, investigating, and processing grievances, provided that such activities do not interfere with the performance of the employees' duties and provided that prior approval is given by the Transportation Director, whose approval shall not be unreasonably withheld but shall be final.

14.2 The Board shall recognize one Chief Steward and one Alternate Steward to be designated by the Union and whose names shall be given to the Transportation Director.

14.3 The Board shall provide space in a conspicuous place in the Garage to be used as a place for posting Union notices. No such notice, except meeting notices signed by the Chief Steward, shall be posted unless it has been approved by the signature of the Transportation Director, which approval shall not be unreasonably withheld.

ARTICLE 15
DISCIPLINE AND DISCHARGE

15.1 The Employer reserves the right to discipline or discharge any employee. Said discipline or discharge shall not be arbitrary or capricious. Progressive disciplinary action (i.e. those violations which do not warrant immediate discharge) will be administered as follows:

   First Offense: Verbal/Oral Reprimand
   Second Offense: Written Warning
   Third Offense: Discharge

15.2 Whenever a discipline notice is issued by the Employer, a copy of such notice shall be sent promptly to the Union Business Agent.

15.3 All official disciplinary warnings against an employee's record shall be in writing, and a copy thereof shall be given to the Union. A written record will be kept of a verbal reprimand.

15.4 The employer will post all policies on the website. The union will be notified of new policies.
ARTICLE 16
STABILITY OF AGREEMENT

16.1 If any provision of this agreement, or any application of this agreement to any employee or groups of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

16.2 It is understood that both parties have had an opportunity to make proposals during negotiations and that this Agreement represents the total of all understandings between the parties for the contract term, subject to exceptions of law.

ARTICLE 17
RESOLUTION OF ISSUES BY PEACEFUL MEANS

17.1 The Union and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered, it will not authorize, instigate, sanction, or condone any work stoppage or delay or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement. Recognizing that the foregoing is the stated public policy of the State, it is understood and specifically agreed that any employee who engages in such activity shall be suspended or terminated at the option of the Board, and the suspension or termination shall not be the subject of arbitration, except to determine whether the employee actually engaged in the prohibited job action as per RSA 273:A.

17.2 The Board shall not engage in a lockout of employees while this Agreement is in effect.

ARTICLE 18
LONGEVITY

18.1 A longevity payment of $250 will be paid to employees who were receiving it in the 2017-18 school year. Longevity will not be offered to anyone not receiving it in 2017-18 and beyond.

The Board agrees to memorialize the $250 longevity payment to those currently receiving it.

ARTICLE 19
LABOR MANAGEMENT MEETINGS

19.1 A Labor Management Committee will be established. Meetings will be held at least semiannually, unless cancelled by mutual agreement. The Labor Management Committee may meet more frequently by mutual consent.

ARTICLE 20
OTHER PAYS

20.1 Cancelled Days: Pay for cancelled 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 two (2) hours. The Transportation Director will provide each driver their official approved start time at the beginning of the school year. The two hours stated above will be based upon a driver’s start time.

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

20.3 Workshops Days: When workshop days are planned, drivers must attend and will be paid at their hourly rate for the hours of the workshop that they attended.

ARTICLE 21
MANAGEMENT RIGHTS

21.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees and to suspend, demote, discharge, or take any other disciplinary action against the employee consistent with the procedures in this agreement; (d) to maintain the efficiency of government operations; (e) to relieve employees from duties because of lack of work or for other legitimate reasons; (f) to determine the methods, means and personnel by which operations are to be conducted; (g) to contract with companies or agencies, including services that otherwise might be performed by bargaining unit employees after having provided notice and discussed with the Union; and (h) to take action as may be necessary to carry out the mission of the District in emergencies.

21.2 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of power or authority of either.

ARTICLE 22
TRAINING

22.1 Employees who are used as trainers shall receive a stipend of $1,000 annually at the end of the school year.

22.2 The District shall reimburse employees asked to be trainers by the Transportation Director for pre-approved classes required for that employee to become trainers. Hours exceeding the mandatory four (4), five (5) or six (6) hours work per day can only be in the capacity of driving. The only exception will be for the trainers approved by the Transportation Director.
ARTICLE 23
DURATION OF AGREEMENT

23.1 This agreement shall be effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2021.

23.2 No change, rescission, alteration, or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Union and endorsed in writing. If changes are made on case-by-case basis, some changes may require ratification by the Board and Union, and/or approval of the voters.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year written above.

FOR OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

Thomas Newkirk
School Board Chair

Date: 3/28/2018

FOR OYSTER RIVER BUS DRIVERS ASSOCIATION AFFILIATED WITH INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 877, AFL-CIO

Brian T. Christo
Business Manager and President

Date: 5-14-2018

WITNESS

Patrick Daly, BA

Date: 5-14-18
APPENDIX A
DUES AUTHORIZATION

International Union of Operating Engineers
Local Union No. 877
Affiliated with the AFL-CIO
89 Access Road, Unit #4, Norwood, MA 02062

Employer

I hereby authorize and direct you to deduct from my earnings each month the amount of initiation or registration fee if owed by me as stated on back of this card. Also, deduct each pay period the standard and uniform dues and/or service fees required for me to maintain my membership as provided for in the By-Laws of Local 877. These amounts shall be forwarded to Local 877 I.U.O.E. as provided for in the current collective bargaining agreement.

DATE ___________ SIGNATURE ___________

Deduct for:
Initiation — Registration Fee

The Amount of $ ___________
APPENDIX B
WAGES

Pay Schedule- Bus Drivers
7-1-2018 through 6-30-2021

<table>
<thead>
<tr>
<th>Step</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
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<tr>
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<td>$20.85</td>
<td>$21.30</td>
<td>$21.80</td>
</tr>
</tbody>
</table>

Drivers hired after July 1, 2015 shall be placed on the new salary schedule at their current step for year 1.

Breakdown of Placement on Steps hired before July 1, 2015

- Step 1 & 2 move to Step 1
- Step 3 & 4 move to Step 2
- Step 5 move to Step 3
- Step 6 & 7 move to Step 4
- Step 8 move to Step 5
- Step 9 move to Step 6
- Step 10 & 11 move to Step 7
- Step 12 move to Step 8
- Step 13 & 14 move to Step 9
- Step 15 move to Step 10
- Step 16 move to Step 11
- Step 17 move to Step 12
- Step 18 & 19 move to Step 13
- Step 20 & 21 move to Step 14