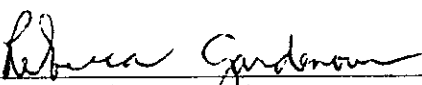


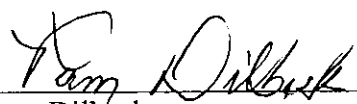
This Contract is made and entered into this 8<sup>th</sup> day of June, 2015, by and between the Board of School Trustees of the New Albany-Floyd County Consolidated School Corporation, heretofore called the "Board" and the New Albany-Floyd County Bus Drivers Association, heretofore called the "Association" in witness whereof the parties have caused this Contract to be signed by their respective representatives.


IN WITNESS WHEREOF, the parties hereto attest as follows:

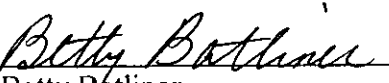
Board of School Trustees of  
The New Albany-Floyd County  
Consolidated School Corporation

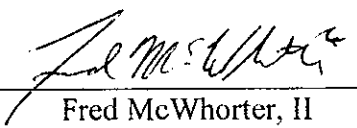
New Albany-Floyd County  
Bus Drivers Association

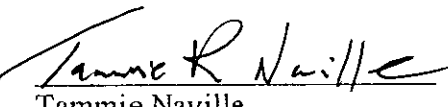
  
Rebecca Gardenour  
Board President

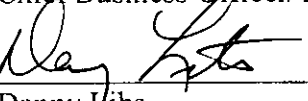
  
Pam Dilbeck  
UniServe Director

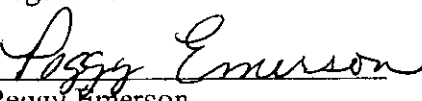
  
Dr. Bruce Hibbard  
Superintendent

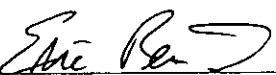
  
Betty Batliner  
President NA-FC Bus Driver Assoc.


  
Fred McWhorter, II  
Chief Business Officer/Treasurer

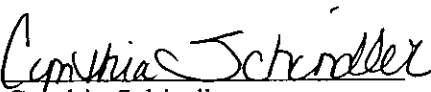
  
Tammie Naville  
Negotiation Team Member

  
Danny Libs  
Negotiation Team Member

  
Peggy Emerson  
Negotiation Team Member

  
Eric Read  
Negotiation Team Member

  
Sherry Gardner  
Negotiation Team Member

  
Cynthia Schindler  
Negotiation Team Member

## ARTICLE III GENERAL

### Section A – Master Contract

This Contract cancels and supersedes all previous agreements, verbal, written, or based on alleged past practices, between the School Corporation and the Association, and it constitutes the entire agreement between the parties.

Nothing contained in this Contract shall be construed or in any manner interpreted to restrict or otherwise limit the Board's authority to establish and maintain routes for the transportation of students to and from school, using private contract drivers who are not employee bus drivers, as defined in Article I, Section A. Such private contract drivers shall not be represented by the New Albany-Floyd County Bus Drivers Association and shall not be covered by the terms of the Master Contract.

The Association recognizes and agrees that the Board reserves all of its authority under Indiana law to manage and direct the operations of the School Corporation except to the extent that such authority is limited by specific terms of this Master Contract.

### Section B – Negotiations

The School Corporation and the Association, for the life of this Master Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter covered by this Contract unless the parties, by supplemental written agreement hereto, mutually agree to conduct additional bargaining on said matters.

### Section C – Term of Master Contract

This Contract shall be effective on the 1<sup>st</sup> day of July 2015, and shall continue in effect through the 30th day of June, 2017, at which time it shall expire, without notice to or by either party.

- b) For drivers hired after June 30, 2007, the Board will make a matching contribution of 1.5% of the bus driver's annual salary. The School Corporation's contribution will be placed into a 401(a) account in a lump sum amount at the end of each and every school year until the bus driver retires provided the bus driver also makes an annual contribution of at least 1.5%. Bus driver contributions shall be deducted through payroll into a 403(b) from an approved employer listing. The bus driver will be fully vested after five (5) years of participation in the plan.

403(b)	401(a)
Employee contribution 1.5%	Employer contribution 1.5%

9. Retirement Program – Eligible bus drivers shall become members of the Public Employees' Retirement Fund (PERF) upon hire. The Board will pay each employee's obligation (not to exceed three per cent [3%] of gross salary) to the Public Employees' Retirement fund, when such payments are due.
10. National Guard and Military Reservist Duty Leave – Each bus driver who is a member of a recognized reserve component of the armed forces of the United States or the Indiana National Guard shall be entitled to a leave of absence for required active duty training. The bus driver shall be entitled to fifteen (15) calendar days per calendar year without loss of time, or pay and benefits for such time as the members of the National Guard are in military service on training duties required active duty training. The bus driver shall be entitled to fifteen (15) calendar days per calendar year without loss of time, or pay and benefits for such time as the members of the national guard are in military service on training duties of the State of Indiana under order of the governor as Commander-In-Chief or as members of any reserve component under the order of the component authority. If such military training duty extends beyond fifteen (15) calendar days per school year, the bus driver, upon his/her request, shall be entitled to unpaid leave. Such bus driver shall give the Board, whenever possible, two (2) weeks prior notice.

- a. Have been employed by the Board as a school employee for a minimum of four (4) hours each day and for a minimum of nine (9) months each work year.
  - b. Be a minimum of fifty (50) years of age and have been employed by the Board as a school employee for a minimum of fifteen (15) years or be a minimum of sixty (60) years of age and have been employed by the Board for a minimum of ten (10) years immediately preceding his or her retirement.
  - c. Submit a letter to the Superintendent's office, by July 1<sup>st</sup> of the year preceding the last work year, stating that the driver is retiring, effective the end of the next work year.
- 2) A driver's failure to submit a written notice of retirement by July 1<sup>st</sup> of the year preceding the last work year, as specified above shall not void or reduce the retirement/severance benefit for a driver who is otherwise eligible for such benefit; however, such failure may result in a delayed payment of the benefit to the driver, but in no event later than the second July 1<sup>st</sup> following the driver's last work year.
  - 3) In the event a driver dies or is forced to retire because of poor health and such driver has fulfilled all of the requirements to receive the retirement/severance benefit, except notice, the driver, or the driver's beneficiary or estate shall receive the benefit. In such instances, the Superintendent may also waive the minimum age requirement set out above.
  - 4) The retirement/severance benefit will be calculated in accordance with the following formula:
    - a. The driver shall receive one (1) day of pay, based on the driver's wage schedule for his last year of service, multiplied by the number of years of service that the driver has as a school employee to a maximum of thirty-five (35) years of such service.
    - b. To the amount arrived at immediately above, add the amount resulting from the multiplication of the driver's total accumulation of unused sick leave days and unused personal business days by \$30.

during any work year, a prorated portion of an hour of personal leave shall be deducted for each work day of the individual bus driver's work year not worked. If a bus driver has used more personal leave than has been earned, based on earning a prorated portion of an hour of personal leave for each day worked, the School Corporation shall deduct from the bus driver's last paycheck an amount equal to the excess hours of personal leave multiplied by the bus driver's hourly rate.

4. Sick Leave Bank – The Sick Leave Bank Policy adopted by the Board on November 14, 1978, shall remain in effect for bus drivers for the duration of this contract.
5. Attendance Bonus—Drivers will receive a \$350 attendance bonus per semester provided he/she has not used any sick, personal, and no more than 3 approved unpaid days. The attendance bonus will be paid in January and July following the semester.
6. Longevity Bonus— Drivers will receive an annual longevity bonus the 2nd pay in November based on the following completed years of experience: two to nine year \$100; ten to fifteen years \$250; sixteen to twenty years \$325; twenty-one plus years \$400.
7. Bereavement Leave – A bus driver shall be entitled to be absent from work without loss of compensation for a period not to exceed five (5) consecutive work days due to the death of a member of the bus driver's immediate family, provided such days are used within twenty-one (21) days of such death. No deductions from sick leave shall be made for such absence. For purposes of this Section, immediate family is defined as a spouse, significant other, life partner, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law, grandchild, son, daughter, stepchild, stepmother, stepfather, or another family member who is dependent upon the bus driver. A bus driver shall be entitled to be absent from work without loss of compensation for a period not to exceed one (1) work day, under the limitations set out herein, due to the death of the bus driver's aunt, uncle, cousin, niece, or nephew.
8. Retirement Benefit
  - a) For drivers hired before July 1, 2007, the Board shall provide a retirement/severance benefit for bus drivers calculated on the basis of the formula set out, below, provided the driver meets all of the criteria contained herein. However, drivers may choose to elect into the new plan described in section b) but may not switch back after that election.
    - 1) To be eligible for such retirement/severance benefit, a bus driver must:

3. Personal Leave – Following a ninety (90) calendar day orientation period after initial active employment, each full time bus driver shall be entitled to three (3) days of personal leave without loss of pay for the transaction of personal business, during regular daily duty time, during each regular work year. Part-time bus drivers shall receive personal leave on a prorated basis.
- a) A personal leave form supplied by the Board must be completed by the bus driver and received by the Transportation Center prior to such absence.
  - b) The following reasons will be sufficient and are the only acceptable ones for use of a personal leave day:
    - 1) Routine medical and dental appointments which could not be scheduled outside the work day.
    - 2) Illness or injury other than bus driver or immediate family.
    - 3) Civic affairs which could not be conducted outside the work day.
    - 4) Personal business which cannot be scheduled outside the work day.
  - c) If the reason for the absence arises between the end of a work day and the beginning of the work day on which the absence is to occur, the notice of intent to be absent and the reason for such absence may be given to the Transportation Center verbally; however, in such cases the form must be completed and submitted to the Transportation Center on the day the driver returns to work.
  - d) Personal leave time may be used in increments of one full or one-half work day only. A driver may use no more than three (3) personal leave days at any one time. No more than one (1) day per work year may be used when student instruction is cancelled due to weather or other emergency. Personal leave shall not be used on a day immediately before or after a holiday, vacation period, recess days or during the first or last week of the individual driver's work year or of the school year, unless such use is approved in advance by the Transportation Center and the Director of Human Resources.
  - e) Personal leave time not used during a bus driver's individual work year shall accumulate to a maximum of seven (7) days. Unused personal leave beyond seven (7) days shall accumulate as sick leave, provided however, that such accumulation may not increase the maximum sick leave accumulation referred to in the sick leave Policy.
  - f) Following a ninety (90) calendar day orientation period after initial active employment, personal leave time shall be credited annually to each bus driver on the first day of his or her individual work year. If a bus driver resigns or otherwise ceases to actively serve as a bus driver in the School Corporation

mother, father, grandparent, grandchild, son, daughter, stepchild, sibling, or another family member who is dependent upon the bus driver.

- a) Sick leave shall be credited annually to each bus driver on the first day of his or her work year in an amount equal to ten (10) days. For eligible employees hired after July 1, 2012 the annual sick leave credited shall be 5 days. Part-time driver's days will be prorated.
- b) Sick leave may be used in full or half day increments only.
- c) If in any one work year, the bus driver is absent because of personal illness or illness in the immediate family for fewer than the number of sick leave days allocated for that work year, the remaining days will be accumulated to a maximum of one hundred seventy-eight (178) days. For eligible employees hired after July 1, 2012 the maximum accumulation of sick leave will be ninety-five (95) days.
- d) If a bus driver is initially employed after the beginning of a work year, the allocation of sick leave shall be prorated for that work year in accordance with the following formula:

$$\frac{\text{Total Days Worked}}{\text{Total Days in Work Year}} \quad X \quad \begin{array}{l} \text{Total Hours Sick} \\ \text{Leave Granted for} \\ \text{Full Work Year} \end{array}$$

- e) Following a ninety (90) calendar day orientation period after initial active employment, sick leave shall be available for use by the bus driver immediately upon entering his or her individual work year, however, if a bus driver resigns or otherwise ceases to actively serve as a bus driver in the School Corporation during any work year, sick leave hours credited for the work year shall be deducted on the basis of the formula set out in subsection d), immediately above; this amount shall be prorated for part-time bus drivers.
- f) If a bus driver who resigns or otherwise ceases to serve as a bus driver has used more sick leave in his or her last work year than he or she has earned on the basis of the formula set out in subsection d) above, the School Corporation shall deduct the appropriate amount from the bus driver's last pay installment, unless the bus driver had sufficient accumulation of sick leave from previous work years to cover the sick leave usage in the last year of employment.
- g) No additional sick leave shall be credited to, or accumulated by any bus driver during any leave of absence.
- h) A physician's statement based upon a medical examination may be required, at any time, at the discretion of the Superintendent, or designee, for use of sick leave.

Section C – Wage Related Fringe Benefits

1. Insurance – The Board shall make available, for full time bus drivers, following a ninety (90) calendar day wait after initial active employment, health insurance, dental insurance, long term disability coverage, and fifty thousand dollars (\$50,000) in term life insurance coverage with a fifty thousand dollar (\$50,000) accidental death provision, for the bus driver only.
  - a) The Board shall pay all except one dollar (\$1.00) of the annual cost of the long term disability and life insurance.
  - b) For all drivers the Board’s contribution toward its employee group health insurance premiums for eligible employees shall be no more than:  
  
\$507.91 per month toward single coverage; or  
\$956.57 per month toward employee/spouse coverage; or  
\$812.66 per month toward employee/child coverage; or  
\$1,113.14 per month toward family coverage  
  
If the School Board increases health insurance contributions for certified staff during the term of this contract these contributions will be increased the same amount.
  - c). The Board’s contribution toward its employee group dental insurance premiums for eligible employees shall be no more than one hundred fifty dollars (\$150.00) per year.
  - d). The Board shall maintain a Section 125 (IRS) Plan for bus drivers and other employees, which provides for before-tax payroll deduction of employees designated amounts for Internal Revenue Service approved benefits. Enrollment in this Plan shall be voluntary. The administration cost/fees for Generation I benefits and any Generation II benefits elected by a bus driver participating in the Section 125 Plan shall not cause such bus driver’s PERF contributions to be reduced.
2. Sick Leave Days- Following a ninety (90) calendar day orientation period after initial active employment, full time bus drivers will be paid for absence during regular work time on account of personal illness, injury or treatment of a chronic condition, subject to the limitations and conditions set out below. Sick leave may also be used by a bus driver in the event that serious illness or hospitalization of an immediate family member makes the bus driver’s absence from work imperative. For purpose of this provision, immediate family is defined as spouse,



Extra Curricular runs will be paid on the regular pay date. Time for the driver on such tours shall be calculated to the nearest quarter (1/4) hour, except that each driver on an educational tour will receive a minimum of two (2) hours of pay (one [1] first hour and one [1] second hour); shuttles will be counted as one (1) tour, however the driver will receive two (2) first hours of tour pay.

The hourly rates for educational tours are set out below.

2015-2016 \$19.74 for first hour  
2016-2017 \$19.74 for first hour

2015-2016 \$13.46 for second and subsequent hours on same trip.  
2016-2017 \$13.46 for second and subsequent hours on same trip.

5. Summer School Regular and/or Intercession And Special Education Routes: The term "summer school regular route" and/or "Intercession" means a regularly assigned, scheduled route during the summer session(s) of student pickup at home and/or bus stops and delivery to identified school(s) in the a.m. and vice-versa in the p.m. The term "summer school special education route" means a regularly assigned, scheduled route during the summer session(s) of student pickup at home and/or bus stops and delivery to identified school(s) in the a.m. and vice-versa in the p.m. in which students have been assigned and designated to be transported on a bus suitable to their specific need (i.e.: wheelchair transport or additional bus personnel).

Drivers employed by the Board for summer school routes shall receive two (2) summer school days of sick leave. Such sick leave shall not accumulate for any purpose and may only be used during the summer school session for which it is provided.

Personal leave shall not be used during the summer school session.

A summer school driver who is absent more than a total of four (4) work days on a paid or unpaid basis during any summer school session may be replaced by the Director of Transportation.

Drivers employed for the summer school session shall be paid an hourly rate based upon their regular daily rate during the immediately preceding school year, with a minimum of two (2) hours of pay for each summer school work day. Drivers on summer school routes that constantly require the driver to drive in excess of two (2) hours per day, using the description of route time specified in Article II, Section 2-1, shall be paid for such additional route driving time to the nearest quarter (1/4) hour.

6. Alcohol/Controlled Substances Testing. Bus drivers will receive one hour of pay at the driver's regular driver daily rate for alcohol/controlled substances testing requested by the School Corporation.

transportation, etc.

Supplemental runs shall be credited and paid based on the schedule for each type of run:

a) Prosser/RFL/New Day Runs

Drivers assigned to deliver and/or pick up students at the C.A. Prosser School of Technology shall be paid on a quarterly basis for actual days driven according to the daily rates set out below.

To and From Floyd Central High:	2015-2016	\$15.60 Each Way
	2016-2017	\$15.60 Each Way
To and From New Albany High:	2015-2016	\$12.08 Each Way
	2016-2017	\$12.08 Each Way

b) Extended After School Transportation (EAST)

Driver assigned to EAST shall record actual driving time on a time card and turn in to the transportation office bi-weekly. The time for the driver on such runs shall be calculated to the nearest one quarter (1/4) hour.

2015-2016	\$20.58 for first hour
2016-2017	\$20.58 for first hour
2015-2016	\$14.02 for second and subsequent hours on same run.
2016-2017	\$14.02 for second and subsequent hour on same run

c) Gifted and Talented Route

Bus drivers will receive one (1) hour of pay at the driver's regular daily rate for a supplemental Gifted and Talented route.

d) Period Zero Route

Bus Drivers will receive additional pay at their driver's regular daily rate for a period zero route as follows:

NAHS to Hazelwood:	0.25 hour
NAHS to Scribner:	0.50 hour
FCBS to HHMS:	0.50 hour

4. Extra Curricular Runs: Extra curricular runs will be assigned by the Director of Transportation in accordance with the procedure developed by the Transportation Office. The procedure shall be printed and distributed to all drivers.

3. When a bus driver is required to make an unscheduled (emergency) midday run, in addition to his morning and afternoon runs, the driver shall be paid for the actual additional route driving time on any such day. Such additional route driving time, as defined in subsection 1 above, shall be calculated to the nearest quarter (1/4) hour.
4. Bus drivers shall receive credit for a year of work experience, for purposes of the wage scale, at the beginning of each work year, provided that a bus driver must have been employed as a full time bus driver by January 31 of a work year in order to receive a year of experience for the following work year.

Section B --Route Classifications

1. Regular Education Routes: The term "regular route" means a regularly assigned, scheduled route during the regular school year of student pickup at home and/or bus stops and delivery to identified school(s) in the a.m. and vice-versa in the p.m.

Daily Rate Based on  
a Four (4) Hour Day

2015-2016	\$88.40
2016-2017	\$88.40

2. Special Education Routes: The term "special education route" means a regularly assigned scheduled route during the regular school year of student pickup at home and/or bus stops and delivery to identified school(s) and/or other location in the a.m. and as needed throughout the school day and vice-versa in the p.m. in which students have been assigned and designated to be transported on a bus suitable to their specific need (i.e.: wheelchair transport or additional bus personnel)

Daily Rate Based on  
a Four (4) Hour Day

2015-2016	\$88.40
2016-2017	\$88.40

3. Supplemental Runs: The term "supplemental run" means any run during the regular school year which normally transports students to, from and/or between schools or other locations between the a.m. and p.m. route; or any route which normally transports students from a school collecting point to an identified school(s) and vice versa; or any route which transports students after the p.m. ending time of a regular route (which could include home delivery). The term "supplemental run" includes, but is not limited to, runs made up of one or more of the following: Prosser, Ready For Life, New Day, ESL, extended after school

## **ARTICLE I COLLECTIVE BARGAINING**

### Section A – Recognition of the Association

The Board of School Trustees of the New Albany-Floyd County Consolidated School Corporation (hereinafter “Board”) hereby recognizes the New Albany-Floyd County Bus Drivers Association (hereinafter “Association”) as the sole and exclusive representative for all School Corporation bus drivers, except private contract drivers (those drivers owning or leasing their equipment, i.e., bus or chassis or body) solely for the purpose of collective bargaining on wages and wage-related fringe benefits. The Board reserves its rights to rescind its recognition of the Association upon expiration of this contract.

### Section B – Definitions

1. The terms “full time bus driver” shall include all members of the bargaining unit whose regular schedule is at least 20 hours per week.
2. The terms “School Corporation” and “Corporation” shall refer to the New Albany-Floyd County Consolidated School Corporation of the County of Floyd of the State of Indiana.
3. The terms “Board” and “Association” shall include officers, representatives and agents.
4. A “Day” shall mean a calendar day, unless otherwise specifically designated in the individual usage within this Contract.

## **ARTICLE II WAGES AND WAGE RELATED FRINGE BENEFITS**

### Section A – General Compensation Guidelines (see route classifications for specific compensation)

1. The rate of compensation for bus drivers on routes that require the driver to drive in excess of four (4) hours per day, excluding all time between the last morning drop-off and the first afternoon pick-up, shall be increased as follows: the applicable daily rate shall be divided by four (4) and the result shall be multiplied by the number of hours of route time which are in addition to four (4) hours per day. Such additional route time shall be calculated to the nearest quarter (1/4) hour.
2. When a bus driver is required to make a scheduled midday run (as set out in the school year calendar adopted by the Board of School Trustees), in addition to his morning and afternoon runs, the driver shall be paid for the actual additional route driving time, above four (4) hours of actual route driving time, on any such day. Such additional route driving time, as defined in subsection 1 above, shall be calculated to the nearest quarter (1/4) hour.

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(11)

**MASTER CONTRACT**

**BETWEEN THE**

**BOARD OF SCHOOL TRUSTEES**

**OF THE**

**NEW ALBANY-FLOYD COUNTY CONSOLIDATED SCHOOL  
CORPORATION**

**AND THE**

**NEW ALBANY-FLOYD COUNTY  
BUS DRIVERS ASSOCIATION**

**July 1, 2015 to June 30, 2017**