

**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, 2019 to June 30, 2021**

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## **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) and substitute bus drivers 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 22.5 hours per week and “part time bus driver” shall include all other members of the bargaining unit.
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 and one-half (4.5) 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 and one-half (4.5) and the result shall be multiplied by the number of hours of route time which are in addition to four and one-half (4.5) hours per day. Such additional route time shall be calculated to the nearest quarter (.25) 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 and one-half (4.5) 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 (.25) hour.

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 (.25) 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.
5. Before a driver who was hired as a full time bus driver is moved into part time status, the driver will be given an opportunity for a route adjustment to preserve full-time benefits. One option for this adjustment is to give the driver a supplemental run.

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.

Minimum Daily Rate for a Full Time Driver (Based on a Minimum Four and One-Half (4.5) Hour Day)

Step placement in the below daily rate chart is based on years of service (both continuous and non-continuous) as a driver. Only and all service as a bus driver for NAFCS will be honored for placement on the daily rate chart. A driver must be in pay status for at least 120 days during a contract year to qualify for a year of service for that year.

| 2019-20 | Steps         | Daily rate |
|---------|---------------|------------|
|         | 0-5           | \$103.99   |
|         | 6-11          | \$105.01   |
|         | 12-25         | \$106.03   |
|         | 26 and beyond | \$107.06   |
| 2020-21 | 0-5           | \$105.80   |
|         | 6-11          | \$106.88   |
|         | 12-25         | \$107.91   |
|         | 26 and beyond | \$108.95   |

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 and One-Half (4.5) Hour Day

|         |               |            |
|---------|---------------|------------|
| 2019-20 | Steps         | Daily rate |
|         | 0-5           | \$103.99   |
|         | 6-11          | \$105.01   |
|         | 12-25         | \$106.03   |
|         | 26 and beyond | \$107.06   |
| 2020-21 | 0-5           | \$105.80   |
|         | 6-11          | \$106.88   |
|         | 12-25         | \$107.91   |
|         | 26 and beyond | \$108.95   |

3. Supplemental Runs: The term "supplemental run" means any run during the regular school year which is outside the regular a.m. and p.m. route (this does not include Prosser Runs, which are addressed below). An a.m. route ends when all students are delivered to their home school. A p.m. route begins when students are picked up from their home school and ends when students are delivered to the bus stop designated by the student's family. Supplemental runs shall be paid at the driver's regular hourly rate and a driver who completes only an a.m. or a p.m. portion of a supplemental route is paid for the portion completed.

4. Prosser 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: | 2019-20 | \$15.76 Each Way |
|                                 | 2020-21 | \$15.83 Each Way |
| To and From New Albany High:    | 2019-20 | \$12.20 Each Way |
|                                 | 2020-21 | \$12.26 Each Way |

5. 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.

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 (.25) 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.

|           |                        |
|-----------|------------------------|
| 2019-2020 | \$19.74 for first hour |
| 2020-2021 | \$19.74 for first hour |

|           |   |
|-----------|---|
| 2019-2020 | \$13.46 for second and subsequent hours on same trip. |
| 2020-2021 | \$13.46 for second and subsequent hours on same trip. |

6. 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 shall be paid for such additional route driving time to the nearest quarter (.25) hour.

7. Drivers will be compensated for one (1) day at the daily rate established in Art. II. for each of the following purposes:
  - a. Summer Safety Meeting and Annual Route Selection;
  - b. bus pick up and trial route;
  - c. bus return and cleaning day;
  - d. in-service
  - e. police inspection day;
  - f. Yellow Card day;

For informational purposes only (was not bargained), the drivers' work year is 186 days.

8. Alcohol/Controlled Substances Testing. Bus drivers will receive one (1) hour of pay at the driver's regular driver daily rate for alcohol/controlled substances testing requested by the School Corporation.
9. CDL Physical Examination Fees. The Board will pay the cost of the annual physical examination required for a commercial driver's license provided the examination is performed at a facility selected by the School Corporation.
10. Pays and Pay Dates shall be as established in Appendix A to this contract (entitled "Wage Payment Arrangement").
11. Training for the air brake restriction will be provided to a maximum of ten (10) drivers at no cost to the driver (if school finances, as determined by the Chief Financial Officer, permit, additional drivers may be included in this paragraph at administrative discretion). Drivers will be invited to volunteer for the training and if more than ten (10) drivers volunteer, the 10 most senior drivers will be selected for the training.

### Section C – Wage Related Fringe Benefits

1. Insurance – The Board shall make available, for full time bus drivers, health insurance, dental insurance, vision 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) per pay of the annual cost of the long term disability and life insurance.

As part of the transition to this premium payment, the Board will pay each full time bus driver a one-time stipend of fifty dollars (\$50) in the 2019-2020 school year.

- b) For all drivers the Board's contribution toward its employee group health insurance, dental insurance, and vision insurance premiums for eligible employees shall be equivalent to the contributions for certified staff:

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 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, 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. Part-time driver's and those who begin employment after the first day of the contract will have sick leave prorated based on a 4.5 hour day or the contract year, as applicable.
- b) Sick leave may be used in full or half day increments only.
- c) If in any one (1) 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.
- 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:

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



- 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.
  - i) Employees shall report the need for use of a sick leave day as early as possible to his/her supervisor or the supervisor's established designee.
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 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 purpose of the sick leave bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury or incapacitation sufficiently severe that it would make their presence at work inadvisable.

Participation in the sick leave bank shall be voluntary. For the purpose of the sick bank the school work year begins on July 1 and end on June 30 of each year.

- a) Employees who wish to participate must notify the Human Resources Office each year not later than October 1, unless they are continuing their membership from one (1) work year to the next as provided for in subsection e) below.

- b) In the first year of a bus driver's employment, a bus driver must work for a period of ninety (90) calendar days before becoming eligible for enrollment in the sick leave bank. Newly hired employees and newly eligible employees may enroll into the program when completing paperwork; however, they have until the end of their probationary period (ninety (90) days) to revoke their enrollment by submitting written notification to the department of human resources.
- c) The Board will not contribute any days to the sick leave bank. Only members' actual days may be contributed to create the bank. Each new member of the bank shall contribute one (1) day of his or her accumulated sick leave at the start of a school year, and in the event that the sick leave bank balance drops below 115% of the number of all sick leave bank members, each continuing member of the bank shall contribute at least one (1) day of his or her accumulated sick leave days to the bank up to the number of days necessary to restore the bank to the 115% level. For example if 100 employees are participating in the sick leave bank, an assessment of a day will be taken when the bank drops below 115 days. In the event an employee does not have a day available to contribute at the time of assessment of days, the employee will not be eligible to participate in the bank until the first day of school the following school year when they can contribute a day.
- d) Membership shall be on an annual basis, and the employee must be actively serving in his/her eligible position (full-time bus driver) at the time of enrollment to be eligible for membership, except as stated in subsection e), herein.
- e) An employee's enrollment in the sick leave bank shall continue from year to year, effective the first day of each work year, and one (1) day of sick leave shall be deducted from such employee's individual accumulation, when appropriate under subsection c), above, unless such employee notifies the Human Resources Office by May 15 of a work year, of his or her decision not to enroll in the sick leave bank for the succeeding work year. If an employee continues his or her enrollment, such employee member need not be actively serving in his or her position for sick leave bank enrollment to become effective at the beginning of a work year, provided such employee continues to be employed by the School Corporation and has a sick leave day available to donate to the bank.
- f) The sick leave bank may only be used for the illness of its members; no family privileges will be extended.
- g) An individual member may not use more of the bank's days during his/her work year than the total of his/her own individual cumulative sick leave at the time of enrollment for that work year, after deduction of the one (1) day of sick leave for enrollment in the sick leave bank.

- h) An individual member wishing to use the bank must wait at least three (3) working days without pay, before use of the bank will be authorized; these days are not reclaimable from the bank.
- i) Each use of the sick leave bank must be supported by a written request for its use from the member and medical certification substantiating the need for the absence from work.
- j) Subject to the limitation described in subsection g) herein and assuming the driver's medical condition continues to qualify, each driver who participates in the Sick Leave Bank shall have use of as many Sick Leave Bank days as needed to reach the 120 calendar-day elimination period for application to the Long Term Disability (LTD) policy. In no instance will a driver who qualifies for LTD be able to use more days than the equivalent of the number of his/her own sick days that existed at the beginning of the school year.
- k) The sick leave bank shall be administered by the Human Resources Office under the following guidelines:
  - 1) To apply for days from the sick leave bank, a participating member must complete the classified sick bank request form indicating the start and end dates of the leave request and an estimate of the days potentially needed.
  - 2) Subject to the conditions in this Contract, any participating member who has exhausted his or her accumulated sick leave is eligible to apply to the Human Resources Office for sick leave bank days to cover additional absences.
  - 3) The Human Resources Office may grant, deny, or suspend grants of sick leave bank days. Any grants will be retroactive except in cases of hospitalization, nursing home or similar confinement, in which case the Human Resources Office may grant days in advance when the need is supported by appropriate medical evidence. Each applicant automatically consents to submit to medical examination by a medical practitioner and/or review of his or her medical history, if it is deemed necessary by the Human Resources Office.
  - 4) Persons withdrawing sick leave bank days will not be required to replace these days.
  - 5) The Human Resource Office shall inform the President of the Association of all withdrawals from the Sick Leave Bank by bus drivers.

l) A joint sick leave bank committee shall be appointed under the guidelines set out below; this committee shall have authority only to hear and respond to any appeal by a sick leave bank member of a decision made by the Human Resources Office, including appeals for drivers who apply for, but are not approved for LTD, The committee shall be composed of:

One (1) representative for the Facilities Department

One (1) representative for the Bus Drivers (Selected by the NAFC Bus Drivers Association)

One (1) representative for the Operations Department

One (1) representative for Food Service Department

Two (2) representatives for the Administration

- 1) The Bus Driver representative shall be appointed by the President of the Bus Driver Association, the Facilities, Operations, and Food Services representatives will be appointed by a collective conversation with these employee groups, and the Administrative appointments shall be made by the Superintendent.
- 2) Each committee member shall be appointed for one (1) year, however such member may be re-appointed for additional terms without limit. The names of those appointed to the committee shall be transmitted to the Human Resources Office as soon as possible after the appointments are made.
- 3) Vacancies on the committee shall be filled as quickly as possible, in the same manner that the original member was selected. Should any member of this committee become unable or unwilling to fulfill his or her duties, the remaining committee members may declare his or her position vacant by majority vote.
- 4) The entire membership of the committee shall meet as soon after all members have been appointed as is feasible and shall elect one (1) of their number to act as chair for the remainder of the year. The committee shall meet as needed; the chair, an administrative appointee, or a majority of the committee may convene the committee. A majority of committee members will constitute a quorum for any official action of the committee.
- 5) The sick leave bank committee shall issue a written decision in responding to the appeal. The committee may confirm the decision of the Human Resources Office, or make any other decision that the Human Resources Office is empowered to make in responding to the

initial request for use of the bank. The decision of the sick leave bank committee on any appeal shall be final.

- 5) The Human Resources Office shall prepare a listing of the sick leave bank membership and provide that list to any of its members upon request and shall be provided directly to the Association at the beginning of each school year once the bank has been updated for the new school year (typically in October).

- 5. Attendance Bonus—Drivers will receive a five-hundred dollar (\$500) attendance bonus per semester provided he/she has no absences in that semester. The attendance bonus will be paid in January and July following the semester. Drivers who have only one (1) absence per semester shall receive a four-hundred (\$400) attendance bonus. Drivers with only two (2) absences per semester shall receive a three-hundred dollar (\$300) attendance bonus.

Bereavement leave and jury duty will not be considered an absence for purposes of this provision.

This language provision will be fully implemented for the 2020-21 school year. For the second semester of the 2019-20 contract year, drivers who qualify for the Attendance Bonus shall be paid under the Attendance Bonus language from either this master contract or the immediately preceding master contract, whichever one provides the larger bonus. All other contract provisions with financial impact shall be retroactive to July 1, 2019.

Longevity/Retention Bonus— Drivers will receive an annual longevity bonus the 2nd pay in November based on the following completed years of experience:

| Years of Experience | Bonus amount |
|---------------------|--------------|
| 0-5                 | \$200        |
| 6-11                | \$300        |
| 12-25               | \$400        |
| 26+                 | \$500        |

- 6. 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. Documentation of the death, such as an obituary, shall be provided upon request. 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.

7. 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:
    - 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 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 thirty dollars (\$30).
- 5) In addition, for bus driver employees who qualify for the retirement/severance benefit, the School Corporation shall pay one thousand six hundred and sixty-seven dollars (\$1,667.00) toward the individual annual employee premium for the medical insurance plan in which the employee is enrolled at the time of retirement from the School Corporation; such insurance supplement shall be paid for a maximum of three (3) years; or, until the month in which the employee reaches eligibility for Medicare; or, whichever comes first. To receive this benefit, an employee must maintain his or her enrollment throughout this period in the same medical insurance program in effect at the time of retirement. If an employee elects to receive this insurance supplement and fails to pay his or her portion of the premium when such payments are due, the employee's insurance will be canceled and no additional insurance supplements will be paid by the School Corporation. Any employee who retires at age sixty-five (65) or older is not eligible for this medical benefit.
- 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 each pay of the school year once a driver elects to participate in the plan 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% |

8. 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.
9. 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.

## **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 – Grievance Procedure**

1. Definitions
  - a. A "grievance" is a claim by one (1) or more bus drivers that the Board has misinterpreted or incorrectly applied one (1) or more provisions of this Contract. No other dispute between one (1) or more bus drivers and the Board shall constitute a grievance. Disputes arising prior to the ratification of this Contract will be processed as grievances when the

agreement on the specific Contract provision in dispute is made retroactive to the expiration date of the previous Contract. Notwithstanding the expiration of this Contract, any grievance arising during the life of this Contract may be processed through to resolution in accordance with the time limits established by this grievance procedure.

- b. A "group grievance" is a claim filed by two (2) or more bus drivers who claim that the Board has violated the terms of this Contract in a manner that affects each of the bus drivers filing the grievance in the same way. Upon request, the Association may file the group grievance on behalf of the affected bus drivers, provided that the group of bus drivers shall be sufficiently defined on the grievance form to permit the Board to determine which bus drivers are included in the identified group.
- c. A "day" for purposes of this grievance procedure shall mean a weekday and shall exclude Saturday and Sunday.

## 2. General Provisions

- a. The purpose of this grievance procedure is to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Contract and the application of such procedure shall be strictly limited to the provisions of this Contract.
- b. Nothing contained herein shall be construed to prevent any individual bus driver from presenting a grievance and having the grievance adjusted by the Board, if the adjustment is not inconsistent with the terms of this Contract and the Association has been given an opportunity to be present at such a hearing.
- c. All time limits contained herein or on the grievance form shall be strictly adhered to unless the Board and the Association agree in writing to an extension thereof.
- d. No grievance shall be used as a basis for punitive action of any kind or become part of the bus driver's personnel file.
- e. Grievance forms, attached hereto as Appendix B, shall be printed by the Administration and distributed by the Association.
- f. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation or become a part of the school employee's personnel file.

## 3. Level I

- a. Consistent with the intent of the parties that grievances be resolved at the lowest appropriate supervisory level, a Level I grievance shall be filed with the lowest appropriate administrator, normally the bus driver's immediate supervisor. If the

written grievance challenges a Corporation wide action or policy, the bus driver may initially file a Level II grievance form in the Personnel Office. If a grievance is initiated at Level II, the Level II time limits shall govern the hearing and answer.

- b. The bus driver filing the written grievance shall, at the initiation of the grievance, distribute copies of the completed and signed Level I grievance form in accordance with instructions contained thereon. The Association shall receive a copy of any grievance response, concurrently with the copy sent to the grievant.
  - c. A bus driver may initiate a grievance by filing a grievance form with his/her immediate supervisor within fourteen (14) days of the occurrence or within fourteen (14) days after the bus driver reasonably should have known of the occurrence, whichever is later.
  - d. If the grievance is filed against the bus driver's immediate supervisor, within ten (10) days of such filing, the immediate supervisor shall meet with the bus driver and the Association representative and within five (5) days of the meeting, shall answer the grievance in writing.
4. Level II

If the grievance is not settled at Level I, the bus driver may within seven (7) days of receipt of the immediate supervisor's answer, appeal to the Personnel Office by completing and signing a Level II grievance form and distributing copies of the completed form in accordance with instructions contained thereon. Within ten (10) days of receipt of the grievance form the Superintendent's designee shall meet with the grievant and the Association representative. The Superintendent's designee shall answer the grievance, in writing, within ten (10) days of the meeting.

#### Section D – Term of Master Contract

This Contract shall be effective on the 1<sup>st</sup> day of July 2019, and shall continue in effect through the 30th day of June, 2021, at which time it shall expire, without notice to or by either party.

REMAINDER OF PAGE LEFT DELIBERATELY BLANK.

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, 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

\_\_\_\_\_  
Elizabeth Galligan  
Board President

\_\_\_\_\_  
Betty Batliner  
President NA-FC Bus Driver Assoc.

\_\_\_\_\_  
Dr. Brad Snyder  
Superintendent

\_\_\_\_\_  
Tammie Naville  
Negotiation Team Member

\_\_\_\_\_  
Chris Street  
Chief Business Officer/Treasurer

\_\_\_\_\_  
Negotiation Team Member

\_\_\_\_\_  
Jeanine Corson  
Negotiation Team Member

\_\_\_\_\_  
Negotiation Team Member

**APPENDIX A to Bus Driver Master Contract  
Wage Payment Agreement**

Payroll for the 2019-2020 and 2020-2021 contract year shall occur according to the dates listed below. All bus drivers will be on a twenty-six (26) pay schedule.

**Payroll for the 2019-2020 work year**

|                               |                       |                       |
|-------------------------------|-----------------------|-----------------------|
| 1. August 30, 2019            | 2. September 13, 2019 | 3. September 27, 2019 |
| 4. October 11, 2019           | 5. October 25, 2019   | 6. November 8, 2019   |
| 7. November 22, 2019          | 8. December 6, 2019   | 9. December 20, 2019  |
| 10. January 3, 2020           | 11. January 17, 2020  | 12. January 31, 2020  |
| 13. February 14, 2020         | 14. February 28, 2020 | 15. March 13, 2020    |
| 16. March 27, 2020            | 17. April 10, 2020    | 18. April 24, 2020    |
| 19. May 8, 2020               | 20. May 22, 2020      | 21. June 5, 2020      |
| 22. June 19, 2020             | 23. July 3, 2020      | 24. July 17, 2020     |
| Final pay for retired drivers |                       |                       |
| 25. July 31, 2020             | 26. August 14, 2020   |                       |

**Payroll for the 2020-2021 work year**

|                               |                       |                       |
|-------------------------------|-----------------------|-----------------------|
| 1. August 28, 2020            | 2. September 11, 2020 | 3. September 25, 2020 |
| 4. October 9, 2020            | 5. October 23, 2020   | 6. November 6, 2020   |
| 7. November 20, 2020          | 8. December 4, 2020   | 9. December 18, 2020  |
| 10. January 4, 2021 (Monday)  | 11. January 15, 2021  | 12. January 29, 2021  |
| 13. February 12, 2021         | 14. February 26, 2021 | 15. March 12, 2021    |
| 16. March 26, 2021            | 17. April 9, 2021     | 18. April 23, 2021    |
| 19. May 7, 2021               | 20. May 21, 2021      | 21. June 4, 2021      |
| 22. June 18, 2021             | 23. July 2, 2021      | 24. July 16, 2021     |
| Final pay for retired drivers |                       |                       |
| 25. July 30, 2021             | 26. August 13, 2021   |                       |