

AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES

OF THE

EAST ALLEN COUNTY SCHOOLS

AND THE

EAST ALLEN COUNTY SCHOOLS

TRANSPORTATION ASSOCIATION

JANUARY 1, 2015 THROUGH DECEMBER 31, 2016

**2015-2016
EAST ALLEN COUNTY SCHOOLS
TRANSPORTATION ASSOCIATION**

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AGREEMENT

This Agreement made this 5th day of May 2015, by and between the BOARD OF TRUSTEES of the EAST ALLEN COUNTY SCHOOL CORPORATION, hereinafter referred to as the "Board," and the EAST ALLEN COUNTY SCHOOLS TRANSPORTATION ASSOCIATION, hereinafter referred to as the "Association."

WHEREAS, it is the intent and purpose of this Agreement to promote and improve Employee relations between the Board and its Employees; aid toward the economical and efficient operation of the schools; make reasonable provisions for the safety and health of the Employees; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the Agreement covering rates of pay, hours of work and certain other conditions of employment to be observed between the parties to this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

Recognition

Section 1. The Board recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and those conditions of employment provided for in this Agreement for all contracted Bus Drivers and Bus Technicians excluding, however, all other professional, administrative, or supervisory Employees with the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other Employees, or to responsibly direct them or to adjust their grievances or effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not a merely routine or clerical nature but requires the use of independent judgment. References to a specific gender shall include the other gender.

Section 2. Except to the extent expressly abridged by a specific provision of this Agreement, or by law, the Association recognizes and agrees that the Board reserves and retains, solely and exclusively, all of its common law rights to manage the affairs of the Corporation, as such rights existed prior to the execution of this or any other previous Agreement with the Association. The rights of management, which are not abridged by this Agreement shall include, but are not limited to, the right to:

1. Establish or continue policies, practices and procedures for the conduct of the business of the Corporation and its individual schools and from time to time change or abolish such policies, practices, or procedures.
2. Determine the principal location, relocation and types of its operation and the methods, processes and material to be employed.
3. Determine the number of hours per day or week operation must be carried on.

4. Determine qualifications for work, and to assign work to such Employees in accordance with the requirements determined by the Board.
5. To hire, transfer, promote, demote, lay-off, discipline, suspend or discharge for just cause.
6. Make and enforce reasonable rules.
7. Take such measures as the Board may determine to be necessary for the orderly, safe and efficient operation of the School Corporation and its schools.
8. Establish standards and methods.
9. To subcontract work.
10. To transfer work or otherwise perform work.
11. Take what other actions that may be necessary to carry out the mission of the public schools and the School Corporation as provided by law.
12. All of the rights, functions and prerogatives of the Board and its designated management which are not expressly and specifically restricted or modified by one or more explicit provisions of the Agreement, are reserved and retained exclusively to the Board and shall not be subject to arbitration.
13. In no event shall any rights, functions or prerogatives of the Board and its designated management ever be deemed or construed to have been modified, diminished, or impaired by any past practice or course of conduct, or otherwise than by any explicit provision of the Agreement.

ARTICLE II ASSOCIATION RIGHTS

Section 1. The Employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining other than working hours. There shall be no discrimination because of race, color, religion, sex, and national origin, age and association membership or association activities as limited by Article IV Work Interruption.

Section 2. The Board will bargain with no other bargaining representative with respect to this Bargaining Unit during the term of this Agreement and further agrees not to enter into any other Agreements or contracts with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 3. The Association shall be provided access to school buildings for the purpose of holding general meetings. All dates, times and facilities to be used must be scheduled through the building principal. School facilities will not be used for Association meetings during the regular school day.

Section 4. The Association shall be provided use of one (1) bulletin board assigned by the Building Administrator in each building drivers' lounge and garage to carry on their responsibilities as exclusive representatives.

Section 5. The Association shall be provided use of the courier mail service during the year to carry on their responsibilities as exclusive representative.

Section 6. The Board shall deduct the sum of the regular membership dues of the Association in twenty (20) equal deductions for each check in accordance with the established pay schedule of East Allen County School Corporation, provided the Association provides the Board with written authorization to make such deductions not later than two (2) weeks prior to the first deduction of each applicable year. The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the Employee to the Association and the Board. Additionally, any adjustment in the Association dues total in subsequent years for Employees having already signed the designated form will be supplied by the Association not later than two (2) weeks prior to the first deduction of each applicable year. Additionally, the Board agrees to accept additional dues deduction forms submitted after the two (2) weeks prior to the first regular deduction of Association membership dues in accordance with the twenty (20) deductions and the pay schedule of East Allen County School Corporation and to deduct the Association membership dues equally over the Employee's number of pays remaining within the twenty (20) deduction pay schedule of East Allen County School Corporation. The deductions shall be remitted not less frequently than monthly to the Association. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Board in complying with the provisions of this Section.

Section 7. The Board shall maintain one (1) personnel file per Employee. An Employee shall be informed prior to material of a derogatory nature being placed in his/her personnel file and shall receive a copy. The material shall be signed and dated by the Employee to indicate that he/she has seen it; however, such signature does not indicate Agreement with its contents. The Employee has the right to respond in writing. If he/she chooses to do so, he/she shall respond within thirty (30) calendar days and his/her written response shall be attached to the material and placed in his/her personnel file. Failure of the Employee to respond in writing to any derogatory material shall not be construed to indicate Agreement with its contents. The content of the material shall not be subject to the grievance procedure; however, in the event of a suspension or termination, the content of the material and the written response may be introduced into evidence by either party. Derogatory material shall be removed from the Employee's personnel file if such material has been on file for two (2) years and there has been no recurrence of circumstances similar to those which prompted the inclusion of such derogatory material; however, this does not apply to formal evaluations.

An Employee shall also have the right to be informed of, receive a copy of, and respond in writing to any formal evaluation. The evaluation shall be signed and dated by the Employee to indicate that he/she has seen it; however, such signature does not indicate Agreement with its contents. Failure of the Employee to respond in writing to any derogatory material contained in the formal evaluation shall not be construed to indicate Agreement with the derogatory material. The evaluation and the Employee's written

response to the evaluation shall be placed in the Employee's personnel file. The content of the evaluation shall not be subject to the grievance procedure; however, in the event of a suspension or termination, the formal evaluation and written response may be introduced into evidence by either party.

Section 8. When an Employee is given a written reprimand that specifically indicates that future suspension and/or termination is possible, the form in Appendix A shall be used. The Employee shall be informed prior to such written reprimand being placed in his/her personnel file and shall be given a copy. The written reprimand shall be signed and dated by the Employee to indicate that he/she has seen it; however, such signature does not indicate Agreement with its contents. The Employee has the right to respond in writing, if he/she chooses to do so. His/her written response shall be attached to the material and placed in his/her personnel file. Failure of the Employee to respond in writing to any written reprimand shall not be construed to indicate Agreement with its contents. After receiving a written reprimand that specifically indicates that future suspension and/or termination are possible, the Employee may request a meeting with the Director of Transportation or designee to discuss the matter. The Employee may have a representative(s) of the Association present at this meeting. Following the meeting with the Director of Transportation or designee, the Employee may request a meeting with the Director of Human Resources to discuss the matter. The Director of Transportation or designee may be present at this meeting. The Employee may have a representative(s) of the Association present at this meeting. In the event the Director of Transportation or designee and/or the Director of Human Resources schedules a meeting with the Employee to discuss the matter, the Employee may have a representative(s) of the Association present at this meeting(s). The meeting(s) specified within this paragraph should not be held during the normal working hours of the Employee. The parties involved shall arrange, by mutual Agreement, the meeting time(s).

The content of the written reprimand that specifically indicates that future suspension and/or termination are possible shall not be subject to the grievance procedure; however, in the event of a suspension or termination, the content of the materials and the written response may be introduced into evidence by either party.

Section 9. Employees shall be permitted to see their personnel file and may duplicate any information in the file except information secured in the course of employing the Employee.

Section 10. The Board shall supply the Association with a copy of each job description covered by this Agreement.

Section 11. The Board shall provide the Association president the names of all driver applicants for route vacancies within fourteen (14) calendar days following the Director of Human Resources's disposition concerning the filling of a vacancy (ies).

Section 12. The Board shall supply the Association, upon request from its president, a current seniority list of all Employees in the Bargaining Unit. Seniority lists shall include names and seniority dates of each Employee. Alleged errors appearing on the seniority list shall be brought to the attention of the Board as promptly as possible. Seniority lists shall be posted by October 1 of any year.

Section 13. The Board shall provide the Association president, within fourteen (14) calendar days after the applicable action, with the following:

- A. Names of all newly hired Employees;
- B. Names of Employees whose employment relationships have been terminated (unless the Employee requests his/her name not be provided).

Section 14. The parties agree that the Board will not implement the subcontracting of work performed by Bargaining Unit Employees covered by this Agreement which would result in a layoff and/or a reduction in normal work hours without adhering to the following schedule and provisions:

- A. Notify the Association President, in writing, if the specific work Areas being considered for subcontracting a minimum of 90 calendar days prior to the date of the Board decision to subcontract.
- B. Submit to the Association President, the written specifications being supplied and required of potential subcontractors for the specific work area(s) being considered for subcontracting. These specifications to be provided within 30 calendar days from the date of notification in "A" above.

If the Board fails to comply with any of the provisions specified above (A or B), the Board shall refrain from subcontracting such work until the Board complies with all of the provisions (A and B), commencing with the notification specified in "A" above.

Subcontracting in this Section only covers work that is now performed by Bargaining Unit Employees.

Section 15. A copy of all district wide policy changes pertaining to transportation not specified within this Agreement shall be sent to the Association President upon adoption by the Board.

Section 16. The Transportation Director shall provide the current route report to the Association President, in writing, within one week after the start of school, the winter break and within two weeks of the meeting that is to take place within 30 days of the end of the school year.

ARTICLE III CONFLICT WITH LAW

If any Article or Section of this Agreement shall be held invalid by operation of law or by any agency of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such agency pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In either of the events set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If, at any time thereafter, such provision in question is no longer in conflict with the law, then such provision of the Agreement, as originally

embodied herein, shall be restored in full force and effect, as if it has never been in controversy or violation.

ARTICLE IV WORK INTERRUPTION

Section 1. During the period of this Agreement, the Association, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an Employee take part in any work interruption, slow down, stoppage of work including mass sick calls, boycott, picketing or other interruption or interference with the operation of the School Corporation or School Properties. Failure or refusal on the part of any Employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the Board, and the Board shall have the right to take such disciplinary action in addition to all other rights and remedies which the Board may have or to which it is entitled, both at law and in equity.

Section 2. The Board agrees to no lockouts. A layoff due to the closing of schools or legitimate breakdown beyond the control of the Board requiring a shutdown of an individual school facility shall not be construed to mean a lockout.

ARTICLE V GRIEVANCE PROCEDURE

Section 1. A claim by an Employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, may be processed as a grievance as herein provided.

Section 2. In the event that an Employee believes there is a basis for a grievance, this procedure shall be initiated in the following manner:

Step 1

Informal Grievance: Within thirty (30) calendar days after the Employee believes there is a basis for a grievance, the Employee shall approach the Director of Transportation or designee and discuss the matter in his/her own behalf, either personally or accompanied by an Association Representative(s). A written confirmation of the date of such informal meeting and its general topic shall be completed by both parties on the informal step grievance form attached as Appendix C. The Employee, either personally or accompanied by an Association Representative(s), must file an informal grievance before filing a formal grievance as specified in Step 2.

Step 2

Formal Grievance: If as a result of the informal discussion with the Director of Transportation or his/her designee, a grievance still exists, the Employee may within twenty-one (21) calendar days of the informal discussion invoke the formal grievance procedure only through the Association by submitting a written grievance to the Director of Transportation or his/her designee indicating the specific Article(s) and Section(s) violated and the remedy sought, dated and signed by the Employee and/or Association Representative. Within ten (10) calendar days of receipt of the grievance, the Director of Transportation or his/her designee shall meet with the grievant and the Association

Representative(s) in an effort to resolve the grievance. The Director of Transportation or his/her designee shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the grievant and the Association president or his/her designee.

Step 3

If the grievance is not settled to the Employee's satisfaction at Step 2, the Association may submit the grievance to the Director of Human Resources within fifteen (15) calendar days of receipt of the disposition given in Step 2. Within ten (10) calendar days, the Director of Human Resources shall meet with the Association Representative(s) on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the grievant and the Association president or designee.

Step 4

If the Association is not satisfied with the disposition of the grievance by the Director of Human Resources, the Association may submit the grievance to binding arbitration, before an impartial Arbitrator selected through the American Arbitration Association. The Association shall submit its intent to arbitrate the grievance to the Director of Human Resources within thirty (30) calendar days of receipt of the answer given in Step 3. The parties shall meet and decide within ten (10) calendar days if the hearing will be conducted under the American Arbitration Association Expedited Arbitration Rules, with the exception of the hearing notification which the parties agree that such American Arbitration Association notification shall be at least fourteen (14) calendar days prior to the hearing. The Association shall file for arbitration with the American Arbitration Association within forty-five (45) calendar days of receipt of the answer given in Step 3.

- A. The arbitration hearing shall be conducted under the rules of the American Arbitration Association. If both parties (Association and Board) agree, the hearing may use the American Arbitration Association Expedited Arbitration Rules.
- B. If the American Arbitration Association Expedited Arbitration Rules are not used, the American Arbitration Association shall be asked to submit a panel of at least seven (7) impartial persons, all of which are members of the National Academy of Arbitrators. Selections from this panel shall be made by the Board striking one name and the Association striking another until one name remains. The person whose name remains shall become the Arbitrator selected by the parties.
- C. It shall be the responsibility of the parties, when applicable, to insure that an Arbitrator is selected within twenty (20) calendar days of the date of the receipt of the panel from the American Arbitration Association.
- D. Either party may request, no less than twenty (20) calendar days prior to the arbitration hearing, a conference which shall be scheduled by agreement of the parties no less than ten (10) calendar days prior to the arbitration hearing. The purpose of which shall be:
 1. To stipulate to as many facts as possible;
 2. To identify which facts and/or issues remain unresolved.
 3. To exchange lists of witnesses, the nature of their testimony and exhibits.

4. To resolve the grievance, if possible, at this conference.

The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not disclosed to the other party at this conference.

- E. Jurisdiction of the Arbitrator shall be only in regard to the particular dispute before him/her, and he/she shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement or to write any new clause, change an existing clause, or write a new Agreement, nor shall he/she establish wage scales, change any wages or rates of pay. The Arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the Board or its designated management as provided for in Article I, Section 2.
- F. Awards of the Arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement.
- G. Each party shall bear the cost of presenting their case before the Arbitrator.
- H. The expenses and fees of the Arbitrator and filing fee shall be shared jointly by the Board and the Association.

Section 3. The time limits provided in this Article shall be strictly observed but may be extended by mutual consent of the parties. If the Board or its agents fail to meet the specified time limits as stated in this Article, the remedy sought by the grievant shall be construed as granted. If the grievant or Association fails to meet the specified time limits as stated in this Article, said grievance shall be deemed abandoned. In the event a grievance is filed after May 15, the timelines established in Section 2 of this Article shall be met even though the official school year may have ended. All written grievances shall be presented and discussed during non-working hours; however, if the employer or Arbitrator schedules a meeting or hearing at Step 4 during the working hours of an Employee where testimony is necessary to the presentation of the grievance, the Employee shall suffer no loss in pay. The Building Administrator shall provide the Association Representative a suitable space to discuss a current grievance.

Section 4. Notwithstanding the expiration of this contract, any claim or grievance arising there under may be processed through the grievance procedure through resolution.

Section 5. If the Director of Transportation or designee indicates in writing at Step 1 that the alleged grievance is not within his/her jurisdiction, the Association shall have the right to bypass Step 2 within twenty-one (21) calendar days of such written indication, submit such in writing to the Director of Human Resources directly and the processing of such grievance shall be commenced at Step 3 of the formal grievance procedure.

Section 6. If the grievance concerns an Employee's dismissal the Association may submit the grievance to binding arbitration in accordance with Step 4. The Association shall submit its intent to arbitrate the grievance to the Director of Human Resources within thirty (30) calendar days of receipt of the Board of School Trustees' action concerning said Employee's dismissal. The Association shall file for arbitration with the American Arbitration Association within forty-five (45) calendar days of receipt of the

Board of School Trustees' action and the processing of such grievance shall be commenced at Step 4 of the grievance procedure.

Section 7. Any aggrieved Employee may elect to accompany the Association Representative(s) at any step of the grievance procedure.

Section 8. Only the Association shall have the right to prosecute a grievance under this Agreement, and only the Association shall have the right to take to arbitration any grievance which is otherwise arbitral under this Agreement. If the Association refuses to prosecute a grievance on behalf of any Employee hereunder, the Employee who has filed such grievance shall be conclusively bound thereby and the Association shall thereafter be stopped to revive or further prosecute said grievance.

Section 9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and no grievance shall be used as a basis for punitive action.

Section 10. All meetings and hearings under this procedure shall be closed to the public and shall include only the interested parties, representatives and any necessary witnesses except by Agreement of the parties.

ARTICLE VI DEFINITIONS

Section 1. The term "Bargaining Unit" when used in this Agreement shall refer to all contracted Bus Drivers and Bus Technicians not excluded in Article I Recognition, Section 1.

Section 2. The term "Employee(s)" when used in this Agreement shall refer to all contracted Bus Drivers and Bus Technicians within the Bargaining Unit not excluded in Article I Recognition, Section 1.

Section 3. The term "Bus Driver(s)" when used in this Agreement shall refer to all contracted Bus Drivers within the Bargaining Unit not excluded in Article I Recognition, Section 1.

Section 4. The term "Bus Technician(s)" when used in this Agreement shall refer to all Bus Technicians within the Bargaining Unit not excluded in Article I Recognition, Section 1.

Section 5. The term "Bus Driver Seniority" when used in this Agreement shall be defined as the length of service as a Bus Driver, commencing with the first actual driving day as a Bus Driver, provided the continuous service within the Bargaining Unit, has not been broken. An Employee may hold Bus Driver Seniority and Bus Technician Seniority, but may only accumulate one type of seniority (Bus Driver Seniority or Bus Technician Seniority) at a time. Present Bus Drivers as of July 6, 1987 shall keep their present seniority. If two (2) or more Bus Drivers hired after July 6, 1987 have the same amount of time, a one-time random draw will determine the most senior. Bus Driver Seniority shall not apply to a particular vehicle or the assigning of a vehicle.

Section 6. The term "Bus Technician Seniority" when used in this agreement shall be defined as the length of service as a Bus Technician, commencing with the first work

day as a Bus Technician, provided that continuous service within the Bargaining Unit has not been broken. Commencing on the ratification date of this Agreement, Bus Technicians will be credited with one (1) day Bus Technician Seniority for each day of service. An Employee may hold Bus Driver Seniority and Bus Technician Seniority, but may only accumulate one type of seniority (Bus Driver Seniority or Bus Technician Seniority) at a time. Additionally, Bus Technicians employed on ratification day of this Agreement shall have their former custodial/maintenance unit seniority credited to their Bus Technician Seniority. If two (2) or more Bus Technicians have the same length of Bus Technician Seniority, a one-time random draw will determine the most senior.

Section 7. The term “Transportation Seniority” when used in this agreement shall be defined as the length of service as a Bus Driver and/or Bus Technician, commencing with the first work day as a Bus Driver and/or Bus Technician, provided that continuous service within the Bargaining Unit has not been broken. An Employee may hold Bus Driver Seniority and Bus Technician Seniority, and for the calculation of Transportation Seniority the continuous service years are accumulated together.

Section 8. The term “area” when used in this Agreement shall be defined as a general area which includes specific schools, see Appendix B, which certain Employees have transportation assignments or the type of bus which the Bus Drivers are assigned, i.e., mini-bus. These “Areas” shall be as follows:

- | | |
|-------------|--------------|
| A. Harding | D. Mini-Bus |
| B. Heritage | E. New Haven |
| C. Leo | F. Woodlan |

Section 9. The term “scheduled driving days” when used in this Agreement excluding Article V Grievance Procedure, shall be defined as days when students are to attend school and bus routes are scheduled to be run in accordance with the work year as specified in Section 1 of Article XI Bus Driver Compensation.

Section 10. The term “actual driving days” when used in this Agreement excluding Article V - Grievance Procedure, shall be defined as those scheduled driving days when students attend school and bus routes are run.

Section 11. The term “applicable hourly rate” when used in this Agreement shall be defined as the Bus Drivers hourly rate in accordance with the rates specified in Section 2 of Article XI Compensation or the Bus Technician’s hourly rate in accordance with the rates specified in Section 1 of Article XIII Bus Technician Compensation/Hours of Work and Overtime.

Section 12. The term “applicable daily rate of pay” when used in this Agreement shall be defined as the sum total of the Bus Driver’s regular route, and if applicable, any supplemental route(s), wheelchair and incentive pay(s).

Section 13. New Bus Drivers and those hired after a break in continuity of service shall be regarded as “probationary” Bus Drivers for the first thirty (30) actual driving days and shall receive no continuous service credit or fringe benefits except as provided in Articles XI Bus Driver Compensation, XIX Retirement Benefits, and XXII Bus Driver Worker’s Compensation during such probationary period. Probationary Bus Drivers retained by the Board subsequent to their first thirty (30) actual driving days shall receive full continuous service credit from their date of last hire and shall become eligible for all fringe benefits commencing with their thirty-first (31st) actual driving day.

Probationary Bus Drivers may be laid-off, transferred, disciplined, suspended or discharged as exclusively determined by the Board and shall have no recourse to the grievance procedure of this Agreement.

Section 14. New Bus Technicians and those hired after a break in unit seniority shall be regarded as probationary Bus Technicians for their first thirty (30) days of actual work and shall receive no continuous service credit or fringe benefits except as provided in Articles XIII Bus Technician Compensation, Hours of Work and Overtime, XIX Retirement Benefits, and XXIII Bus Technician Worker’s Compensation during such probationary period. Probationary Bus Technicians retained by the Board subsequent to their first thirty (30) days of actual work shall receive full continuous service credit from their date of last hire and shall become eligible for all fringe benefits commencing their thirty-first (31st) day of actual work.

Probationary Bus Technicians may be laid-off, transferred, disciplined, suspended and/or discharged as exclusively determined by the Board and shall have no recourse to the grievance procedure of this Agreement.

ARTICLE VII BUS DRIVER REDUCTION IN FORCE/BUMPING/RECALL

Section 1. Regular Routes. In the event of a reduction in force involving regular routes, Bus Drivers shall be entitled to the following rights:

A. Elimination of Regular Route.

In the event an entire regular route is eliminated, the affected Bus Driver shall have the following rights:

1. To bump the regular route Bus Driver with the least Bus Driver Seniority; or
2. To go on layoff.

A Bus Driver exercising his/her bumping rights shall not experience a reduction in regular route compensation for the remainder of the current work year.

Any Bus Driver bumped in accordance with 1 shall be laid off.

B. Combining of Regular Routes.

1. When two (2) or more regular routes are combined, the combined regular routes(s) shall be offered to the affected Bus Drivers in order of greatest Bus Driver Seniority. If an affected Bus Driver(s) elects not to accept the combined regular route(s) and/or is eliminated because of seniority, such affected Bus Driver(s) (if more than one Bus Driver in reverse order of Bus Driver Seniority) shall have the following rights:
 - A. To bump the regular route Bus Driver with the least Bus Driver seniority; or
 - B. To go on layoff.
 2. In the event any combined regular route(s) remains vacant due to rejections by the affected Bus Driver(s), such combined regular route(s) shall be posted and awarded in accordance with Article VIII, Bus Driver Vacancies, Section 3.
 3. A Bus Driver exercising his/her bumping rights shall not experience a reduction in regular route compensation for the remainder of the current work year.
- C. Recall. After posting as specified in Article VIII, Bus Driver Vacancies, Section 3, Bus Driver(s) on layoff shall be recalled in order of greatest Bus Driver Seniority to any vacant regular route. In the event there are more than one vacant regular route remaining after posting, the Bus Driver(s) on layoff in order of greatest Bus Driver Seniority, shall have his/her choice of the aforementioned vacant regular routes. In the event the Bus Driver on layoff rejects recall, his/her continuous service shall be broken and employment relationship terminated. No persons(s) shall be hired for a position within the Bargaining Unit if there is any Bus Driver(s) with recall rights.
- D. Continuous Service shall be broken and employment relationship terminated only when an Bus Driver:
1. Submits a written resignation;
 2. Is discharged for just cause;
 3. Fails to give written acceptance to the Director of Transportation within fourteen (14) calendar days, or fails to report to work within five (5) scheduled driving days, whichever is shorter, after receipt of a written notice of recall to work after a layoff, in accordance and as limited by Section C of this Article given by the Board by registered or certified mail or telegram and addressed to the Employee at his/her last address appearing on the records of the Board. The Board's letter shall be considered as received if it is returned and marked "no forwarding address." A copy of each recall notice shall be sent to the Association president or designee.
 4. Laid off in excess of three (3) years or laid off in excess of the Bus Driver's length of Bus Driver Seniority, whichever is greater;

5. Fails to return to work on schedule following a vacation or authorized leave of absence without a reasonable and acceptable excuse.
 6. If for any reason is absent from work for a period of three (3) consecutive actual driving days without notifying the Director of Transportation or his/her designee with a reasonable and acceptable excuse.
- E. A Bus Driver, during the period of Bargaining Unit layoff, shall be entitled to continue participation in insurance coverage to which he/she was entitled before he/she was laid off, provided that the Bus Driver assume the full cost of said premiums for the duration of layoff.
 - F. Bus Driver Seniority shall not accumulate during a period of Bargaining Unit layoff, but shall be retained and restored to the Employee upon the Bus Driver's first day of Bargaining Unit work following acceptance of recall from layoff.
 - G. Accumulated sick leave days to which the Bus Driver was entitled at the time layoff commenced shall be retained and restored to him/her upon recall and return from layoff.
 - H. Bus Drivers on layoff shall have the option to be on the substitute list. The rejection of substitute work by a laid off Bus Driver(s) shall not jeopardize said Bus Driver's other rights afforded in the Agreement.
 - I. Bus Drivers on layoff shall be given a preference over substitute drivers for temporary driving assignments and extracurricular trips which a Bus Driver cannot take. It is the responsibility of the Bus Driver, however, to inform the Director of Transportation that he/she is available for such assignments.

Section 2. Supplemental Routes

- A. In the event of a reduction in force involving supplemental routes and for the purposes of this Section only, supplemental routes shall be divided into three (3) categories:
 1. Supplemental routes occurring prior to the a.m. starting time of a regular route;
 2. Supplemental routes normally occurring between the hours of 9:00 a.m. and 2:00 p.m.;
 3. Supplemental routes occurring after the p.m. ending time of a regular route.
- B. In the event of a reduction in force involving supplemental routes, prior to May 15, of any school year, Bus Drivers of supplemental routes shall be entitled to the following rights:
 1. Elimination of an entire supplemental route. The affected Bus Driver shall have the right to bump the Bus Driver with the least Bus Driver Seniority as specified in 3 below, whose supplemental route is compatible to the affected Bus Driver's regular route.

2. Combining of supplemental routes within any of the above-mentioned categories.

When two (2) or more supplemental routes within the same category are combined, the combined supplemental route(s) shall be offered to the affected Bus Drivers in order of greatest Bus Driver Seniority. If the Bus Driver(s) affected elects not to accept the combined supplemental route(s) and/or is eliminated because of seniority, such affected Bus Driver(s) (if more than one Employee in reverse order of Bus Driver Seniority) shall have the right to bump the Bus Driver with the least Bus Driver Seniority as specified in 3 below, whose supplemental route is compatible to the affected Bus Driver's regular route. In the event any combined supplemental route(s) remains vacant due to rejection by the affected Bus Driver(s), such supplemental route shall be posted

and awarded in accordance with Article VIII, Bus Driver Vacancies, Section 4.

3. A Bus Driver's bumping rights specified in 1 and 2 above shall be in the following order of priority:
 - a. Within the category in which the supplemental route was eliminated or combined,
 - b. In the event the Bus Driver is unable to bump within the category of the eliminated route or combined route(s) due to seniority and/or compatibility, within each of the other two (2) categories in accordance with 1 and 2 above.

- C. In the event of a reduction in force involving supplemental routes occurs on May 15 or later of any school year, Bus Drivers of supplemental routes shall not be entitled to the bumping rights.
- D. If a Bus Driver having a supplemental route is off work because of personal illness or other excused absence for twenty (20) or more scheduled driving days, his/her supplemental route shall be offered, in order of greatest Bus Driver Seniority, to Bus Drivers not having a supplemental route and whose driving schedules do not conflict with the time frame required for the supplemental route. Such assignment shall be for the period of absence of the absent Bus Driver. If established as a major illness/injury, such assignment shall be made within three (3) actual driving days. If the absent Bus Driver terminates his/her employment with the Board, such vacancy shall be posted and awarded in accordance with Article VIII, Bus Driver Vacancies, Section 4.
- E. Any additional supplemental route categories not identified above shall be determined in accordance with Article VIII, Bus Driver Vacancies, Section 7.

ARTICLE VIII

Bus Driver Vacancies

Section 1. Regular Route. The term “regular route” means a regularly assigned scheduled route during the regular school year of the 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.

Section 2. Supplemental Route.

- A. The term “supplemental route” means, but not limited to, any route during the regular school year which transports students to school from designated pickup points prior to the a.m. starting time of a regular route; any route which normally transports students to school, from school, and/or between schools between the hours of 9:00 a.m. and 2:00 p.m.; or any route which transports students after the p.m. ending time of a regular route.
- B. A supplemental route shall not exceed two (2) hours (with students on board); however, the two (2) hours (with students on board) does not include dead head time to and from, but such dead head time to and from shall be considered pay time.

Section 3. Regular Route Vacancies

All new and/or vacant regular routes occurring after the annual bidding day(s) and prior to the last ten (10) actual driving days of the regular school year shall be posted individually on the bulletin board in the Transportation Center for three (3) actual driving days during the regular school year, emailed directly to drivers that have a valid email address on file with the Transportation Department and available via the East Allen network. A notification of the posting shall be given to each Bus Driver the day of the posting via the East Allen automated calling system. The posting shall bear the date of posting, a description of the regular route, and approximate work time. Each Bus Driver electing to apply must make application in writing on the form(s) designated by the Director of Transportation or designee within the three (3) actual driving day posting period. All posted regular routes shall be awarded to the Bus Driver applicant with the greatest Transportation Seniority. The awarding and accepting process shall not take longer than two (2) actual driving days after the posting period. In the event the most senior driver does not respond or is unavailable within one and one half (1 ½) actual driving days after the end of the posting, the route will be awarded to them by default.

The above process will be repeated a maximum of 3 times, if necessary, before any awarded driver will start on the awarded route.

The Director of Transportation shall provide the Association president the names of all Bus Driver applicants within five (5) actual working days following the awarding of a regular route vacancy (ies).

In the event addition(s) are made to regular routes following the annual bidding day(s), the addition(s) shall first be offered in order of greatest Bus Driver Seniority to those Bus Drivers whose regular route is compatible with the addition(s). In the event none of the Bus Drivers accept the addition(s), the Director of Transportation shall assign the addition(s) to the Bus Driver(s) with the least Bus Driver Seniority whose regular route is compatible with the addition(s).

- A. The vacating of all routes every year has been eliminated. Beginning with the 2015-2016 school year regular routes shall be a bid/no bid cycle of four years with the cycle starting over whenever all routes are vacated and the associated bidding occurs. The summer of 2015 for the 2015-16 school year shall be a bid year.

The Association President and the Transportation Director shall meet each year within 30 days of the end of the school year to discuss route changes resulting from School Board Actions or legal requirements. If there is no agreement reached, then either party can appeal to the Transportation Appeals Board which will be created upon inception of this contract to the Transportation Appeals Board which will be created upon inception of this contract. The committee will be comprised of three (3) administrators to be appointed by the Superintendent, three (3) members of the Transportation Association to be appointed by the Association President, and one (1) School Board member. All decisions made by the Transportation Appeals Board are final and decisions are not subject to Article V.

Regular routes that are vacant at the end of the regular school year, as defined in Article XI, Bus Driver Compensation Section 1, and shall be posted and awarded at the bidding day(s). The awarding of regular routes to Bus Drivers during the bidding day(s) shall be governed by greatest Bus Driver Seniority. If a Bus Driver is on a Leave of Absence, the driver is allowed to bid on the routes based on seniority. Regular route vacancies remaining at the end of the bidding day(s) shall be filled at the discretion of the Director of Transportation within the time period set forth in this Section.

- B. The bidding day(s) will be held each year within fourteen (14) calendar days of the first scheduled actual driving day of the school year. All Bus Drivers shall be notified of the exact date no later than the last actual driving day of the previous regular school year. Open routes shall be posted a minimum of seven (7) calendar days on the Transportation Center's bulletin board prior to the bidding day(s). The parties shall mutually agree on the bidding period and the posting/bidding procedure prior to such process commencing.
- C. New and/or vacant regular routes may be filled on a temporary basis up to a maximum of fifteen (15) scheduled driving days which shall include the required posting period.
- D. New and/or vacant regular routes occurring the last ten (10) actual driving days of the regular school year may be filled on a temporary basis through the end of the school year.

Section 4. Supplemental Route Vacancies

- A. All new and/or vacant supplemental routes occurring after the annual supplemental route bidding day(s) and prior to the last ten (10) actual driving days of the regular school year shall be posted individually on the bulletin board in the Transportation Center for four (4) actual driving days during the regular school year and a copy of said posting shall be given to each Bus Driver the day of the posting; however, if a Bus Driver is absent, the posting shall be mailed to him/her. The posting shall bear the date of posting, a description of the supplemental route, and approximate work time. Each Bus Driver electing to apply must make application in writing on the form(s) designated by the Director of Transportation or designee within the four (4) actual driving day posting period.

All posted supplemental routes shall be awarded and governed by greatest Bus Driver Seniority and regular route compatibility. The Director of Transportation shall provide the Association president the names of all Bus Driver applicants within five (5) actual working days following the awarding of a supplemental route vacancy (ies).

- B. All supplemental routes shall be declared vacant at the end of the regular school year, as defined in Article XI, Bus Driver Compensation Section 1, and shall be posted and awarded at the annual supplemental route bidding day(s). The awarding of supplemental routes to Bus Drivers during the annual supplemental route bidding day(s) shall be governed by greatest Bus Driver Seniority. Supplemental route vacancies remaining at the end of the annual supplemental route bidding day(s) shall be filled at the discretion of the Director of Transportation within the time period set forth in this Section.
- C. The annual supplemental route bidding day(s) will be held each year no later than the last pay of September based on seniority. Supplemental routes at the start of the school year shall be assigned on a temporary basis based on seniority. All supplemental routes shall be posted a minimum of seven (7) driving calendar days on the Transportation Center's bulletin board prior to the annual supplemental route bidding day(s).

The parties shall mutually agree on the bidding period and the posting/bidding procedure prior to such process commencing.

- D. A Bus Driver shall have the right to bid on any supplemental route which is compatible with his/her regular route. Posted supplemental routes specified in (A) of this Section and all of the supplemental routes open for bidding during the annual supplemental route bidding day(s) specified in B of this Section shall be awarded in accordance with this subsection and governed by greatest Bus Driver Seniority and regular route compatibility. In the event a Bus Driver is awarded a supplemental route which is incompatible with another supplemental route(s) previously awarded to the Bus Driver, then such Bus Driver must forfeit his/her previously awarded incompatible supplemental route(s). A Bus Driver shall not be required to forfeit a regular route. All posted supplemental routes shall be bid by Bus Driver Seniority.

- E. No Bus Driver shall hold more than one (1) supplemental route of any type unless there are no Bus Driver applicants without a supplemental route.
- F. In the event a Bus Driver disagrees with the decision of the Director of Transportation on the compatibility/incompatibility of a supplemental route, said Bus Driver must file a written complaint with the Director of Transportation within three (3) actual driving days after the Bus Driver becomes aware of the decision. Within three (3) actual driving days after receipt of the written complaint, the Director of Transportation will meet with the president of the Association to review the complaint. If the Director of Transportation and the president of the Association cannot reach a mutual understanding regarding the compatibility/incompatibility of a supplemental route, then the Bus Driver and the Association shall have the right to file a written grievance commencing at Step Four of the grievance procedure contained in this Agreement.

The Association shall submit its intent to arbitrate to the Director of Human Resources or his/her designee within thirty (30) calendar days after the meeting with the Director of Transportation and shall file for arbitration with the American Arbitration Association, using the Expedited Arbitration Rules, within forty-five (45) calendar days after the meeting with the Director of Transportation.

- G. New and/or vacant supplemental routes may be filled on a temporary basis up to a maximum of fifteen (15) scheduled driving days which shall include the required posting period.
- H. If a Bus Driver is off work because of an established major illness/injury and is the successful bidder on a supplemental route that is posted while off work, the Bus Driver will not receive pay for their newly awarded supplemental until the Bus Driver returns to their normal duties.

Section 5. Any route, regular or supplemental, specified in this Article shall be declared a vacancy and shall be posted and awarded in accordance with this Article upon:

- A. the effective date of the newly created route, or
- B. the death of the Bus Driver previously holding the route, or
- C. the effective resignation date of the Bus Driver previously holding the route, or
- D. the discharge for just cause of the Bus Driver previously holding the route, or
- E. the Bus Driver previously holding the route accepting another route which is incompatible with the route previously held, or
- F. the three hundred sixty-sixth (366th) calendar day of an unpaid leave of absence granted by the Board in accordance with Article XXXII Leave of Absence.

Section 6. Bus Driver Ineligibility. A Bus Driver who is not on an unpaid leave of absence and who has not passed the required commercial driver's license

physical prior to the bidding day (s), shall be ineligible to bid on a regular route and any supplemental route(s). In the event such Bus Driver is able to pass the required commercial driver's license physical, the Bus Driver shall have the right to bump the regular route Bus Driver with the least Bus Driver Seniority or to accept any regular route vacancy which has remained opened after postings.

Section 7. New Positions. The Director of Transportation reserves the right to establish new driving positions. If the Director of Transportation establishes a new driving position not specifically addressed in this Agreement, the Director of Transportation shall initially have the right to determine 1) whether the new driving position is a regular route or supplemental route as defined within this Agreement and 2) the pay rate for the new driving position. The Director of Transportation will meet with the Association to discuss the new driving position and the pay rate established for said new driving position. If the Association disagrees with the determination of the Director of Transportation, the Association shall have the right to file a written grievance commencing at Step Four of the grievance procedure contained in this Agreement. The Association shall submit its intent to arbitrate to the Director of Human Resources or his/her designee within thirty (30) calendar days after the meeting with the Director of Transportation and shall file for arbitration with the American Arbitration Association within forty-five (45) calendar days after the meeting with the Director of Transportation. The Arbitrator shall review the regular route and supplemental route positions as defined in the Agreement and the pay rates agreed upon by the parties for other driving positions specified in this Agreement and the Arbitrator shall make his/her decision using the regular route and supplemental route definitions in this Agreement and the negotiated pay rates for other driving positions specified in this Agreement as guidelines for establishing whether the new driving position is a regular route or a supplemental route and the pay rate for the new driving position. The new driving position shall be posted/awarded pursuant to the terms of this Agreement.

**ARTICLE IX
BUS DRIVER COMPENSATION**

Section 1. Work Year. Bus Drivers' pay shall be based upon the number of student attendance days plus five (5). The five additional days are defined as:

- 1 Safety Meeting Day
- 1 In-service Day
- 3 Non Driving Days

A scheduled eLearning day whereby regular bus routes do not occur for the transport of students, is not considered a student attendance day. For each eLearning Day which occurs because of inclement weather, EACS shall have a corresponding in-service day with a guarantee of three (3) hours.

Bus Drivers transporting pupils daily to a Fort Wayne Community School facility will be paid for any additional scheduled driving days.

In addition to the work year, each Bus Driver shall be paid two (2) hours at his/her applicable hourly rate for being in attendance at the annual bidding day for the purpose of selecting his/her route(s) for the upcoming school year.

Section 2. Compensation for the Regular Routes and Supplemental Routes shall be as follows:

Regular Routes/Supplemental Routes:

Years of Seniority	<u>1/1/2015</u> Hourly Rate
0 (New Hire Rate)	\$ 17.11
1st Anniversary Date	\$ 19.46

The Bus Driver's applicable daily rate of pay as determined by the hourly rate chart above shall be calculated to the nearest minute. The Bus Driver's daily rate shall be determined by adding the total time, beginning either at East Allen County Schools parking location(s) or at the Bus Driver's home (if bus is kept at the Bus Driver's home) and ending either at the East Allen County Schools parking location(s) or at the Bus Driver's home (if the bus is kept at the Bus Driver's home) for both the a.m. and p.m. portions of the Bus Driver's regular route plus seven and one-half (7 ½) minutes of pre-trip time for each a.m. regular route, p.m. regular route, and supplemental route(s).

For any supplemental route which is not separated by more than one (1) hour from a Bus Driver's other supplemental route(s) and/or regular route, such time shall be considered engaged to wait time and shall be paid at the Bus Driver's applicable hourly rate.

A Bus Driver shall be entitled to the appropriate hourly rate of pay effective on the Bus Driver's applicable anniversary date.

All regular routes will be guaranteed a minimum of three (3) hours pay for each day within the work year specified in Section 1 of this Article.

All supplemental routes will be guaranteed a minimum of one (1) hour pay per day. Any paid engaged wait time shall be counted toward the guaranteed minimum of one (1) hour pay per day. In the event a Bus Driver is absent from his/her assigned supplemental route(s) only, he/she may use one-half (1/2) paid leave day as specified in Articles XXIV Bus Driver Sick Leave, XXVI Personal Leave, and XXVII Bereavement Leave or the absence will be without pay and such absences shall not be counted against the Bus Driver's annual total of unpaid absences.

In addition to the hourly rate specified above, each qualifying Bus Driver shall be paid the additional amounts

A. Wheelchair Student

	<u>1/1/2015</u>
Regular Route	\$ 2.35/day
Supplemental Route	\$ 1.17/day

B. Incentive Pay

	1/1/2015
<u>Years of Service</u>	<u>Amount per Day</u>
4-9	\$ 1.44
10-14	\$ 1.73
15-19	\$ 2.02
20-24	\$ 2.31
25-29	\$ 2.59
30 and over	\$ 2.89

Daily incentive pay shall be granted to each qualifying Bus Driver on the Bus Driver's applicable anniversary date.

Section 3. School Closings. When a school(s) is closed on any scheduled driving day(s), and the Bus Driver(s) does not drive a regular route, the Bus Driver(s) shall not receive their applicable regular route, supplemental route, wheelchair, or incentive pay as defined in Section 2 of this Article for this cancelled driving day. Paid leave days may not be taken on days when school(s) are closed.

Section 4. Bus Breakdown or Unforeseen Delay. If a bus breakdown or unforeseen delay affects a part of a regular route or supplemental route and the Director of Transportation requests or assigns another Bus Driver to the route, the regular Bus Driver will receive his/her full daily pay as defined in Section 2 of this Article. The other Bus Driver will be compensated at the applicable hourly rate as defined in Section 2 of this Article for the additional time required.

Section 5. Substitutes. In the event an employee is unable to run his/her route, he/she shall arrange for a substitute from the roster of qualified substitute drivers and shall notify the Director of Transportation or his/her office of his/her inability to run the route and the name of the substitute obtained. A driver's inability to obtain a substitute will be without jeopardy. When an emergency arises, he/she may call the Director of Transportation or his/her office to obtain a substitute. The Director of Transportation or his/her designee shall maintain a dedicated phone line containing a list of available substitute drivers. This list will be updated nightly.

Section 6. Safety Meeting Day. All Bus Drivers shall receive a minimum of three (3) hours pay at the Bus Driver's applicable hourly rate as specified in Section 2 of this Article or the actual amount of time required, whichever is greater, for attending one (1) state safety meeting day.

Section 7. In-service Day. All Bus Drivers shall receive a minimum of three (3) hours pay at the Bus Driver's applicable hourly rate as specified in Section 2 of this Article or the actual amount of time required, whichever is greater, for attending an in-service program. This in-service shall be scheduled on a weekday.

Section 8. Extracurricular Trips.

Compensation for the Extracurricular Trips, beginning January 1, 2015 shall be \$10.65/hour.

Guaranteed minimum hours of pay for trips shall be as follows:

<u>Trip Type</u>	<u>Guaranteed Minimum Hours</u>
School Day	2 hours
Non School Day	3 hours

The Bus Driver's extracurricular pay shall be determined by adding the total time, calculated to the nearest minute, beginning at either the East Allen County Schools parking location(s) or at the Bus Driver's home (if the bus is kept at the Bus Driver's home) and ending at either the East Allen County Schools parking location(s) or at the Bus Driver's home (if the bus is kept at the Bus Driver's home). For any extracurricular trip which is not separated by more than one (1) hour from a Bus Driver's regular route and/or other supplemental route(s), such time shall be considered engaged to wait time and shall be paid at the extracurricular hourly rate. The non-driving time on an extracurricular trip shall be considered as time worked and paid according to the extracurricular trip hourly rate.

In addition to the hourly rate or the guaranteed minimum, whichever is applicable, a Bus Driver on an extracurricular trip shall be paid thirty (30) minutes for pre-trip and clean-up time based on the hourly rate. Exceptions to the thirty (30) minute pre-trip and clean-up time shall be made in cases of emergency, as determined by the Bus Driver and approved by the Transportation Director.

Pay for all overnight and extracurricular trips shall be paid in accordance with the hourly rate specified in this Section, and shall be based upon the total hours minus eight (8) hours for each overnight stay.

If a Bus Driver is scheduled to drive an extracurricular trip on a day when school is in session and such trip is canceled and the Bus Driver is not notified prior to the time that the Bus Driver is scheduled to arrive at the designated location to load, he/she shall receive the guaranteed minimum of two (2) hours pay, plus thirty (30) minutes for pre-trip and clean-up time. If the trip is scheduled on a day when school is not in session and the Bus Driver is not notified at least two (2) hours prior to the time that the Bus Driver is scheduled to arrive at the designated location to load, he/she shall receive the guaranteed minimum of three (3) hours pay, plus thirty (30) minutes for pre-trip and clean-up time.

Extracurricular trip sign-up sheets will be available on Bid Day for Bus Drivers to sign indicating their desire and willingness to drive extracurricular trips. The following sign-up sheets shall be available:

- A. Extracurricular trips occurring between the morning and afternoon regular route times.
- B. Extracurricular trips occurring on a school day, including make-up days, after the afternoon regular route time.
- C. Extracurricular trips occurring on a non-school days.
- D. Master List – (days, nights, non-school days) indicating a willingness to drive on any day and in any area.

Extracurricular trips in each school shall be offered by the principal or his/her designee or the Association Area Coordinator on a rotating basis, in order of Bus Driver Seniority, in accordance with the following order of priority:

- A. To Bus Drivers from the area and who have signed the applicable list.
- B. To Bus Drivers from the other Areas who have signed the applicable list.

Those Bus Drivers who are assigned summer school driving positions, in accordance with Section 10 of this Article, shall be ineligible for summer recess period extracurricular trips (not connected to summer school) which occur during their applicable assigned summer school session(s).

Any Bus Driver who is offered an extracurricular trip in accordance with this Section must accept and drive the trip or reject. A rejection shall count as time served.

Any Bus Driver taking an extracurricular trip, which was not specified as a one-way trip at the time of offering, shall be paid an amount equaling the full round trip for said extracurricular trip or the guaranteed minimum, whichever is greater. Extracurricular trips connected to summer school shall be offered first to the Bus Drivers and substitutes assigned a summer school route, second to Bus Drivers not assigned a summer school route, and third to substitutes not assigned a summer school route.

An extracurricular trip which is specified as a one-way trip at the time of offering shall be paid the extracurricular trip hourly rate for actual time on said trip or the guaranteed minimum, whichever is greater.

Substitute Bus Drivers shall not be offered, and/or assigned, any type of extracurricular trip if a Bus Driver is available. Bus Drivers' regularly scheduled routes shall take priority over extracurricular trips. Exceptions may be granted by the Director of Transportation.

Section 9. Extracurricular Trip Coordinators

- A. Bus Drivers serving as Association Area Extracurricular Trip Coordinators shall be paid an additional \$1.00/hours above and beyond the Bus Driver's regular route hourly rate established under Article XI, Section 2.
- B. Management reserves the right to limit the number of Bus Drivers that may be designated for this additional compensation to one (1) Bus Driver per designated area.

Nothing in this agreement should be construed as obligating Management to continue the practice of utilizing Bus Drivers as Extracurricular Trip Coordinators.

Section 10. Summer School/Jump Start:

- A. All summer school driving positions shall be posted during the month of May of each school year and shall be posted for four (4) actual driving days prior to the last day which written application shall be accepted by the Director of Transportation. In the event there is more than one (1) summer school session, each summer school session shall be posted separately. Each posting shall list the commencing and ending dates, the number of actual driving days, the schools involved and approximate

hours per day and shall be given to each Bus Driver the day of posting. Summer school driving positions shall be awarded to the Bus Driver applicant(s) within the Bargaining Unit with the greatest seniority. The rate of pay shall be each Bus Driver(s) applicable hourly rate (0-new hire rate or the first (1st) anniversary date rate)-calculated to the nearest minute with a guaranteed minimum of two (2) hours pay per day.

- B. Jump Start driving positions shall be posted by June 30 for the upcoming school year. Postings for Jump Start only will close at 4:00 p.m., fourteen (14) calendar days after the first day of the postings of the Jump Start Program. Each posting shall list the commencing and ending dates, the number of actual driving days, the schools involved and approximate hours per day and shall be mailed to each Bus Driver the day of posting. Jump Start driving positions shall be awarded to the Bus Driver applicant(s) within the Bargaining Unit with the greatest Bus Driver Seniority. The rate of pay shall be each Bus Driver(s) applicable hourly rate (0-new hire rate or the first (1st) anniversary date rate)-calculated to the nearest minute with a guaranteed minimum of two (2) hours pay per day.
- C. Bus Drivers driving the first summer session or state inspection are ineligible for Jump Start session. In the event the employer is not able to fill all Jump Start sessions, drivers who were considered ineligible shall be declared eligible on the basis of most Bus Driver Seniority.
- D. The bumping rights as stated in Article VII Bus Driver Reduction in Force/Bumping/Recall, Section 1, A will become effective if the route bid on is eliminated within four (4) days of commencement of this program.

In the event there is a second summer school session and if there are more Bus Driver applicants than positions, the Bus Driver(s) who drove the first summer school session shall be declared ineligible for the second summer school session. In the event there are not enough Bus Driver applicants for the second session that did not drive the first session, the Bus Drivers who drove the first session shall be declared eligible on the basis of greatest Bus Driver Seniority.

A Bus Driver who is not on an unpaid leave of absence and who has not passed the required commercial driver's license physical prior to the posting of summer school or jump-start positions, shall be ineligible to bid on a summer school or jump-start position. In the event such Bus Driver is able to pass the required commercial driver's license physical prior to the start of the summer school or jump-start session, the Bus Driver shall have the right to bump the Bus Driver with the least Bus Driver Seniority holding a summer school or jump-start position.

Section 11. State Inspection. If the state inspection of buses is held during the summer recess, the number of hours required for state inspection of buses shall be divided equally, or as near as possible, among a minimum of four (4) Bus Drivers. The number of Bus Drivers needed shall be determined by the Director of Transportation, provided, however, that there be a minimum of four (4) and that the hours be divided equally among the Bus Drivers. The number of Bus Drivers needed, dates, and the approximate hours shall be posted by the Director of Transportation and a copy of such

posting shall be given to each Bus Driver the day of the posting. The posting shall be made during the month of May of each school year and shall be posted for four (4) actual driving days prior to the last day which written application shall be accepted by the Director of Transportation. The number of Bus Drivers needed shall be awarded to Bus Driver applicants within the Bargaining Unit in order of greatest seniority. The rate of pay shall be each Bus Driver(s) applicable hourly rate (0-new hire rate or the first (1st) anniversary date rate)-calculated to the nearest minute with a guaranteed minimum of two (2) hours pay per day.

If there are more Bus Driver applicants than positions, the Bus Drivers who accept summer school driving positions shall be ineligible for summer state inspection of buses positions

If held during the school year of the adopted school calendar, all Bus Drivers participating in the state inspection of buses shall be paid their applicable hourly rate.

Section 12. Weather Related Delay Days. On days when the starting of school is delayed and/or when school is dismissed early because of weather a Bus Driver who has proof of a legitimate reason, e.g., a doctor/dentist appointment, court appearance, or business appointment, which cannot be rescheduled, may elect and shall be allowed to take such portion of the day off without pay or penalty. The Bus Driver shall either 1) arrange for a substitute from the roster of qualified substitute drivers and shall notify the Director of Transportation or his/her office of his/her inability to run the route and the name of the substitute obtained or 2) if unable to obtain a substitute, he/she may call the Director of Transportation or his/her office to obtain a substitute.

Section 13. Section 125 Provisions. The benefits provided to Employees by the provisions of Section 125 of the U.S. Revenue Code (Flexible Benefit Plan), Generation I and Generation II, shall be made available by the Board to all Bus Drivers. The monthly administrative costs/fees shall be paid by the Board.

The amount paid to the Public Employees Retirement Fund for each Employee covered by the Public Employees Retirement Fund and who participates in Section 125 shall be based on the Employee's gross earnings before the Section 125 deductions are made and shall not cause such Employee's PERF contributions to be reduced as a result of participation in Section 125

Section 14. Employees shall be required to meet the minimum licensing requirement as established by the Indiana Bureau of Motor Vehicles. The Employee, if applicable, shall have the option if an intrastate commercial driver's license or an interstate commercial driver's license.

Section 15. Alcohol/Controlled Substances Testing. All Bus Drivers required to hold and maintain a Commercial Driver's License (hereinafter CDL) shall be subject to and controlled by the provisions of the Omnibus Transportation Employee Testing Act of 1991 (hereinafter OTETA). The cost of any and all tests for alcohol and controlled substances (drugs) and/or testing equipment referenced within and covered under the OTETA shall be borne by the school employer, e.g., pre-employment screening, return to duty tests (with a negative result), follow-up testing (for a minimum of six (6) tests within the first twelve months.) Any controlled substance confirmation test which proves "positive" shall be the sole financial responsibility of the Bus Driver.

All such drug testing under the OTETA shall be conducted by urine specimen analysis. Each specimen shall be subdivided into a "primary" and a "split" specimen. Both specimens are to be sent to a Department of Health and Human Services (hereinafter DHHS) certified laboratory for analysis. Only the "primary" is opened and used for urinalysis, the "split" remains sealed. If the "primary" specimen is positive, the Bus Driver, following notification of such positive result, has seventy-two (72) hours to request the "split" specimen to be sent to another DHHS certified laboratory for analysis.

Section 16. Pay Periods. All Employees shall be paid not less frequently than every two (2) weeks for days completed to eight (8) calendar days before payday.

Section 17. Bus Driver Work Week/Overtime.

- A. The Bus Driver work week shall be from 12:01 a.m. Wednesday through 12:00 midnight on the following Tuesday.
- B. When an Bus Driver exceeds forty (40) hours per work week, the Bus Driver shall be paid overtime in accordance with the following:
 1. Combine all the Bus Driver's actual time required for regular route(s), supplemental route(s), summer school route(s), extracurricular trips and in-service training. The driver shall be paid at one and one-half (1 ½) times for all time above forty (40) hours per work week in accordance with the Fair Labor Standards Act (FLSA).
 2. Overtime shall be computed by dividing the Bus Driver's total work week's pay by the number of actual hours worked to determine the average hourly rate of pay. The average hourly rate shall be multiplied by .5 to determine the overtime rate. The overtime rate shall be multiplied by the number of hours in excess of forty (40) per work week to determine the Bus Driver's overtime compensation.

Section 18. Time Off Without Pay. A Bus Driver may take up to a maximum of five (5) working days off without pay per school year with the approval of the Director of Transportation. Unpaid days may be taken in half day or full day units, separately or consecutively.

A request for unpaid days beyond five (5) may be processed through the Director of Transportation to the Director of Human Resources. The Director of Human Resources, at his/her discretion, may grant or deny such request upon his/her determination that extenuating circumstances exist and that no substantial or material disruption will occur in school operations as a result of such extended unpaid leave.

Section 19. Training. All Bus Drivers shall be required to attend and participate in training as scheduled from time to time by the Director of Transportation or his/her designee. Training sessions shall be held Monday through Friday during the school year and shall not be held on a paid holiday or during fall, Christmas and spring breaks. The Director of Transportation may provide each Bus Driver an opportunity to attend and participate in a minimum of two (2) hours of training. The following guidelines shall apply to such training:

- A. Each Bus Driver shall be required to attend and participate in the training as scheduled for the Transportation department.

- B. Training sessions will be scheduled at the discretion of the Director of Transportation during the period commencing seven (7) calendar days before regular school starts and ending seven (7) calendar days after regular school ends.
- C. Each Bus Driver shall be given at least fourteen (14) calendar days notice of any training session the Bus Driver must attend.
- D. Attendance shall be mandatory, with exceptions being: verified personal illness/injury, verified family illness, verified bereavement, Transportation department work schedule conflict and any pre-approved/arranged absence.
- E. Mentor Training for new drivers that is required by EACS shall be paid the extracurricular trip hourly rate of pay.
- F. Bus Drivers shall be paid the extracurricular trip hourly rate of pay for time spent in training, with a guaranteed minimum of two and one-half (2½) hours of extracurricular trip pay.
- G. The training requirements herein are in addition to (1) the in-service day specified in the work year, (2) state mandated workshop(s) for Bus Drivers as scheduled by the Department of Education and, (3) time spent in school bus inspection by Indiana State Police.

Section 20. The following days shall be considered compensated non-driving days:

1. Map Meeting Day
2. Bus Pick-up Day
3. Bus Return Day

For each non-driving day specified in this sub Section, a Bus Driver shall receive a minimum of three (3) hours pay at the Bus Driver's applicable hourly rate, specified in Section 2 of this Article, or the actual amount of time required, whichever is greater.

To be compensated for the map meeting day and the bus pickup day, a Bus Driver shall drive his/her first scheduled day immediately following. To be compensated for the bus return day, a Bus Driver shall drive his/her last scheduled day immediately before. Exceptions to the above requirements shall be legal leave, bereavement leave, and illness in which case a physician's statement may be required.

Section 21. Stipend Compensation

A one-time stipend shall be made to Bus Drivers that are actively employed by East Allen County Schools on July 1, 2016. The amount of the stipend shall be \$300 for drivers whose hire date is prior to June 30, 2015 and \$200 to drivers that were hired after June 30, 2015. The amounts of \$300 and \$200 are prior to taxes being taken/applied. The payment shall be made through EACS's payroll system and be considered taxable wages. This stipend (i.e. compensation) is in lieu of an increase in hourly rates for calendar year 2016. The stipend shall occur in July 2016.

Section 22. Student Discipline Meetings – Required Attendance

Required attendance at Student Discipline Meetings held outside of their assigned times will be compensated at the regular route hourly rate.

**ARTICLE X
BUS DRIVER WORKING CONDITIONS**

The Association president or designee shall be furnished with a copy of any new or revised rules, policies, and/or regulations affecting the Association and the Bus Drivers covered by this Agreement at least ten (10) scheduled driving days in advance of the effective date of such new or revised rules, policies and/or regulations.

**Article XI
Bus Driver Insurance**

Section 1.

The Board shall provide a plan of Group Insurance for Bus Drivers and their dependents. The plan shall consist of:

- A. A Comprehensive Hospital/Medical Program
- B. A Prescription Program
- C. A Group Life Insurance Program.

Section 2.

The insurance contracts are considered a part of this Agreement

Section 3.

The manner in which these benefits will be provided shall be a matter of Board discretion, i.e., an insurance carrier of its choice, self-insuring, or any other manner deemed appropriate. Any changes in benefits shall be bargained with the Association.:

Section 4.

Effective July 1, 2015 for Bus Drivers hired after June 30, 2015. The maximum annual contribution for Group Health Insurance (i.e. hospital/medial, prescription coverage) for a School Bus Driver by the School District shall be \$5,950 regardless of coverage level selected by the Bus Driver. The Board shall continue to contribute 73% of the cost for life insurance premium for Bus Drivers.

Effective January 1, 2012, if higher deductible plans are offered, individual employees within the Transportation group are allowed to choose their group health insurance plan on a yearly basis. If EACS is required to utilize the Indiana State Employee Plan, then the Association agrees to the plan requirements.

For Bus Drivers hired prior to July 1, 2015, the Board shall have the discretion to establish the Board payments toward premiums for Bus Driver health insurance in calendar year 2013 and beyond, provided that those payments shall not be less than the payments made in calendar year 2009 and further provided that the payment amounts shall be at least ninety-five per cent (95%) of the amount of the calendar year 2010 Board subsidy for Administrators' group health plan (i.e. hospital/medical, dental, vision, and prescription coverage for the selected coverage level). The Board shall contribute 73% of the cost for life insurance premium for Bus Drivers.

Section 5.

If a Bus Driver leaves the employ of the Board to other full-time employment, he/she may continue the insurance program in which he/she is presently enrolled for an additional ninety (90) calendar days from the last day of the month his/her employment ends, by paying the full applicable premium.

Section 6.

When a Bus Driver is granted a leave of absence by the Board, for reasons other than medical, he/she shall have the right to participate in insurance coverage which he/she was enrolled in at the time said leave of absence commenced provided that the employee assumes the full cost of the insurance premium(s) for the duration of said leave. When a Bus Driver is granted a leave of absence by the Board, for medical reasons (including childbearing leave), the Board shall continue, for the first twelve (12) months, to pay the dollar amounts as specified in Section 4 of this Article toward the insurance coverage which the Bus Driver was enrolled in at the time said leave of absence commenced. However, if the Board extends a medical leave of absence beyond a twelve (12) month period upon the recommendation of a physician licensed to practice in Indiana, commencing with the thirteenth (13th) month of said leave, the Bus Driver shall have the right to participate in the insurance coverage(s) during the remaining duration of said leave provided that the Bus Driver assumes the full cost of the insurance premium(s) for the duration of said extended leave.

Section 7.

A Bus Driver may take the life only portion of the insurance program.

Section 8.

Those Bus Drivers leaving the employment of East Allen County Schools because of retirement, may remain a part of the group plan, which includes A and B of Section 1 of this Article, by paying the full applicable premium. A retired Bus Driver may also remain part of the Group Life Insurance Program until age 65 by paying the full applicable premium. At age 65, the Group Life Insurance Program may be converted to an individual policy in accordance with the carrier's conversion policy.

Section 9.

The Group Life Insurance Program shall provide each enrolled Bus Driver with the following benefit amounts:

- A. \$15,000 life insurance through age sixty-nine (69);

- B. \$9,750 life insurance commencing at age seventy (70) and continuing through age seventy-four (74);
- C. \$6,750 life insurance commencing at age seventy-five (75) and continuing thereafter.

Section 10. Spousal Carve-Out.

Effective September 1, 2015, all Bus Drivers on the EACS group health insurance plan will be under the spousal carve-out requirements. If an employee has a spouse working elsewhere who is eligible for group health benefits at their place of employment, he/she must take the group health insurance at their place of employment, unless their cost for the single plan is greater than two (2) times the employee’s cost for the single plan at East Allen County Schools. If the spouse takes their employer’s group health insurance, the spouse may enroll in East Allen County School’s Group Health Insurance Plan, but the plan will pay only on a secondary basis.

**ARTICLE XII
Bus Driver Severance/ 403(b) Annuity Plan**

The Board shall contribute, for all Bus Drivers employed on for before December 31, 2005, to a 403 (b) as described in the Internal Revenue Code, that amount as calculated for all such Bus Drivers in accordance with this Article. New Bus Drivers initially employed on January 1, 2006 and after shall be ineligible for the provisions of this Article.

The Association shall have the authority to select the vendor for the 403 (b) plan for all Bus Drivers covered by this Agreement.

Section 1. Any Bus Driver, who qualifies in accordance with one of the following:

1. A minimum of ten (10) years of service as an East Allen non-management and non-teaching Employee and who has attained at least age 62, or
2. Has a minimum of fifteen(15) years of service as an East Allen non-management and non-teaching Employee and who has attained at least age 50, or
3. Is eligible and has applied for retirement benefits under the Public Employees Retirement Fund (at least 50 years of age and 15 years of creditable service in PERF),

Shall receive, at the time of severance, a lump sum severance payment credited to his/her 403 (b) account equal to the Bus Driver’s applicable daily incentive pay as defined in Article XI, Section 2b, at the time of severance, plus 75% of the first anniversary date hourly rate specified in Article XI – Section 2 multiplied by 200.

Additionally, any such qualifying severed Bus Driver, as specified in the preceding paragraph, shall have added to his/her 403 (b) account at the time of severance an amount equal to the following:

1. The number of days in his/her Supplemental Retirement Account times twenty dollars (\$20.00),and

2. The number of days above seventy (70) in his/her sick leave accumulation including any unused sick days from his/her last year's allotment times twenty dollars (\$20.00).

Section 2. Any bus driver with a minimum of fifteen years of service as an East Allen non-management and non-teaching Employee who severs regardless of age, because of physical reasons shall be eligible at the time of severance for the 403 (b) payment provided for in this Article.

Section 3. Application for Severance/403 (b) Annuity benefits must be made in writing at least twelve (12) months prior to severance date for the Bus Driver to receive his/her 403 (b) payment at the time of severance. Failure to apply in writing at least twelve (12) months prior shall not void or reduce the Bus Drivers's, who is otherwise eligible, 403 (b) payments; however, failure to apply at least twelve (12) months prior to severance may result in the following:

1. If the Bus Driver presents written application between July 15 and December 31, inclusive, of any given year of his/her intent to sever prior to the following July 15, said 403 (b) payment shall be made to the Bus Driver's 403 (b) as soon as feasible, but in no event later than the second January following notification
2. If the Bus Driver presents written application between January 1 and July 14, inclusive, of any given year of his/her intent to sever prior to the following July 15, said 403 (b) payment shall be paid as soon as feasible, but in no event later than the first January following application or at the end of the Bus Driver's last year of employment, whichever is later.

Any Bus Driver whose severance is mandated because of a physical or mental disability occurring during the school year shall be eligible for the 403 (b) payment at the end of his/her last year of employment.

Section 4. In the event of death of a Bus Driver who had otherwise met one of the requirements as specified in Section 1 of this Article, the application requirement shall be waived and the 403 (b) payment as specified in this Article shall be paid at the earliest possible date in accordance with the following order:

1. To Widow(er)
2. To dependent(s)
3. To the executor, administrator, or personal representative, if an executor, administrator or personal representative has been designated by the court.

Section 5. Beginning January 1, 2010, the supplemental retirement plan set forth in Sections 1 through 4 shall be discontinued and replaced by the supplemental retirement plan set forth in Section 6.

Section 6. Beginning January 1, 2010, the Board shall contribute to a 403(b) plan the amount(s) as calculated in accordance with this Section. The School Corporation shall have the authority to select the vendor for the 403(b) plan for all employees covered by this Section of the Agreement. The employee accounts established under this Section

shall be initially funded with an initial deposit based on the following formula: $(\$150 \times \text{EACS years of Service}) + (\text{Supplemental Retirement Account Days} \times 2 \times \text{hourly rate})$. The initial deposit required under this Article shall be made no later than February 1, 2010. Once this initial deposit is made, the School Corporation shall have no further liability to any employee under Sections 1 through 4 of this Article. Beginning February 1, 2010, and on each February 1 thereafter, the Board shall make an annual contribution of \$600 to each active employee account established under this Section. If an Employee works less than a full work year in the prior year, the contribution shall be pro-rated. To be eligible for the annual contribution, the Employee must be employed by the School Corporation on February 1 on which the deposit is scheduled to be made. In addition to the \$600 annual contribution, the Board shall also deposit an amount equal to $2 \times \text{the Employee's hourly rate} \times \text{the number of days added to the eligible employee's Supplemental Retirement Account under Article XXIV, Section 6}$ during the prior calendar year. Employees shall vest in their accounts established under this Section after five (5) years of service with the School Corporation. Upon the Employee's final separation from employment, the Board shall make an additional deposit into the Employee's account equal to the number of days above seventy (70) in his/her sick leave accumulation including any unused sick days from his/her last year's allotment times two (2) hours of pay based upon his/her present hourly rate at the time of retirement/severance.

This "vesting" requirement shall be waived in the event of a covered Employee's death or total disability prior to separation from employment. Upon death or total disability prior to separation from employment, a participant shall be deemed 100% vested in the employee's account. Nothing in this Agreement should be interpreted to require forfeiture of a covered Employee's account if the Employee dies or becomes totally disabled prior to separation from employment.

ARTICLE XIII

Bus Driver - Worker's Compensation

In the event a Bus Driver is drawing temporary total disability benefits under the Indiana Worker's Compensation statute, he/she shall receive the difference in total amount between such temporary total disability benefits and the Bus Driver's regular daily rate of pay (for each day he/she receives such benefits up to a maximum of thirty (30) scheduled driving days and such amount shall not cause the Bus Driver's regularly accumulated sick leave to be reduced.

If the Bus Driver continues beyond the aforementioned thirty (30) scheduled driving days to qualify for benefits under the Indiana Worker's Compensation statute, commencing with the thirty-first (31st) scheduled driving day the Bus Driver may elect to be compensated the difference between Worker's Compensation and the Bus Driver's applicable daily rate of pay (the sum total of the Bus Drivers' regular route, supplemental(s) which the Bus Driver is assigned, and if applicable, wheel chair and incentive pay). Payment made by the Board commencing with the thirty-first (31st) scheduled driving day will be charged against the Bus Driver's accumulated sick leave on a basis of one-third (1/3) sick leave day until the Bus Driver's accumulated sick leave days shall be exhausted. Such sick leave deductions shall be rounded to the nearest half-day upon the return of the Bus Driver to work. The Bus Driver may elect not to receive sick leave pay from the Board and as a result such time will not be charged

against the Bus Driver's accumulated sick leave. After the first thirty (30) scheduled driving days period the Board may request a second doctor's opinion.

A Bus Driver on Worker's Compensation for more than twenty-eight (28) calendar days shall be ineligible for bid a vacant regular route, supplemental route or summer school route until such time as the Bus Driver returns to work, which shall include the annual bidding day.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the Bus Driver's responsibilities will be allowed without loss of pay or reduction of sick leave benefits for thirty (30) days after the Bus Driver returns to work. After that thirty (30) day period, the Bus Driver may use his/her sick leave in full or half-day units for such physician required appointments for follow-up care relative to the work-related injury. The Board may require that the Bus Driver provide verification of such physician required appointment for follow-up care.

One (1) day's pay shall mean the sum total of the Bus Driver's regular route, supplemental route (s) which Bus Driver is assigned, and if applicable, wheelchair pay and incentive pay. One-half (1/2) day units shall be defined as the Bus Driver's (a) a.m. regular route or (b) p.m. regular route or (c) a.m. regular route plus supplemental route(s) or (d) p.m. regular route plus supplemental route(s) or (e) supplemental route(s).

ARTICLE XIV BUS DRIVERS SICK LEAVE

Section 1. A Bus Driver, during the first school year of employment or portion thereof, shall be entitled to sick leave based upon the rate of one (1) day per month or portion thereof for the number of months remaining in the present school year up to a maximum of ten (10) days. During the first school year of employment or portion thereof, a Bus Driver may use sick leave as needed up to said Bus Driver's maximum entitlement without loss of compensation.

Commencing with a Bus Driver's second school year of employment, said Bus Driver shall be entitled to ten (10) sick leave days without loss of compensation per year. Benefit days may only be used during the regular school year (contracted days).

Section 2. If in any school year the Bus Driver is compensated for fewer than the number of sick days to which he is entitled, the remaining days shall be accumulated to a maximum of ninety-eight (98) days.

Section 3. Sick leave may be taken in one-half (1/2) day units except as noted in Article XXII Bus Driver Worker's Compensation. Sick leave shall not be paid where other benefits are payable, social security, state or any other insurance benefits enumerated in this Agreement are payable. Sick leave pay shall be paid for a house confining illness. A written statement by a licensed physician may be requested when deemed necessary.

Section 4. Upon return to work from sick leave, except as limited by Article VII Bus Driver Reduction In Force/Bumping/Recall, a Bus Driver shall be returned to his/her former route(s), if such route(s) exists. If it does not exist, the Bus Driver shall have all the bumping rights in Article VII – Bus Driver Reduction In Force/Bumping/Recall.

Section 5. One (1) day's pay shall mean the sum total of the Bus Driver's regular route, supplemental route(s) which the Bus Driver is assigned, and if applicable, wheelchair pay and incentive pay. One-half (1/2) day units shall be defined as the Bus Driver's (a) a.m. regular route or (b) p.m. regular route or (c) a.m. regular route plus supplemental route(s) or (d) p.m. regular route plus supplemental route(s) or (e) supplemental route(s).

If a Bus Driver is off work because of an established major illness/injury and is the successful bidder on a supplemental route that is posted while off work, the Bus Driver will not receive pay for their newly awarded supplemental until the Bus Driver returns to their normal duties.

Section 6. Any Bus Driver who has accumulated more than the maximum number of sick leave days as of June 30 of any year, shall have any unused sick leave days and/or any unused personal leave days as of the following July 1 credited to the Bus Driver's Supplemental Retirement Account. Such days credited to a Bus Driver's Supplemental Retirement Account shall be unavailable to the Bus Driver for his/her use as regular sick leave and/or personal leave.

ARTICLE XV

Bus Technicians Reduction In Force/Recall

Section 1. Any Bus Technician hired as a temporary Bus Technician shall receive no continuous service credit or fringe benefits while so classified. The Board shall notify the Association of all Bus Technicians hired for temporary work. Temporary Bus Technicians shall be given an opportunity to qualify as regular Bus Technicians. Temporary Bus Technicians shall not be eligible for benefits other than those provided for in Article XXIII –Bus Technician Worker's Compensation. Substitutes are not temporary Bus Technicians.

In the event of a reduction in the **Bus Technician** working force through elimination or combining of positions and/or in the event of reduced months and/or hours, all temporary Bus Technicians shall be laid off before any regular Bus Technicians.

Section 2. Elimination of Bus Technicians

In the event of a reduction of Bus Technicians the Bus Technicians shall be laid off in order of least Bus Technician Seniority.

In the event a Bus Technician who has Transportation Seniority is laid off, he/she shall have the right to exercise his/her Transportation Seniority to:

- a. apply for any Bus Driver vacancy;
- b. exercise his/her Transportation Seniority to displace the Bus Driver with the least Bus Driver Seniority.

Section 3. Reduced Months or Hours

A Bus Technician(s) whose regular daily/weekly work hours and/or months are to be reduced shall be the Bus Technician(s) with the least Bus Technician Seniority.

Section 4. Recall

Bus Technicians on layoff or shall be recalled in order of greatest Bus Technician Seniority to any open Bus Technician position. If a Bus Technician on layoff is recalled to said position and rejects such recall, he/she shall lose all of his/her recall rights and his/her continuous service shall be broken and employment relationship shall be severed.

Section 5. In the event of permanent decrease in working force, the intent and application of this Article is to reduce people and not months or weeks of work during the calendar year.

Regular Bus Technicians who are laid-off from Bus Technician positions shall be recalled in accordance with Section 4 of this Article before any new Bus Technician shall be hired.

Section 6. Continuous service shall be broken and employment relationship terminated only when a Bus Technician:

- A. Quits;
- B. Is discharged for just cause;
- C. Fails to report for work within five (5) days after receipt of a written notice of recall to work after a layoff, as specified and in accordance with Section 4 of this Article, given by the Board by registered or certified mail or telegram and addressed to the Bus Technician at his/her last address appearing on the records of the Board. The Board's letter shall be considered as received if it is returned and marked "no forwarding address";
- D. Is laid off in excess of three (3) years, or laid off in excess of the Bus Technicians' length of Bus Technician Seniority, whichever is greater;
- E. Fails to return to work on schedule following a vacation or authorized leave of absence without a reasonable and acceptable excuse;
- F. If for any reason is absent from work for a period of three (3) consecutive working days without notifying the Director of Transportation or his/her designee without a reasonable and acceptable excuse.

Section 7. The Board shall supply the Association, upon request, a current seniority list of all Bus Technicians. Seniority lists shall include the name and the Bus Technician Seniority date of each Bus Technician on the list. Alleged errors in the seniority list shall be brought to the attention of the Board as promptly as possible. Seniority lists shall be posted by July 1 of any contract year.

Section 8. Bus Technician Seniority shall not apply to any particular type of work or to the place where such work is performed, or to any particular machine or piece of equipment with which work is performed.

Section 9. Bus Technician Seniority shall not accumulate during a period of layoff, but shall be retained and restored to a Bus Technician upon the Bus Technician's recall.

Section 10. Bus Technicians on layoff shall have the option to be on any Bus Technician substitute list.

Section 11. Bus Technicians on layoff shall be offered temporary work before any outside temporary Bus Technicians are hired.

ARTICLE XVI Bus Technician Vacancies

Section 1. It is agreed that all permanent, new and current Bus Technician vacancies will be posted by the Human Resources Department on designated bulletin boards in each school building and transportation/maintenance building for the purpose of posting said notice. A copy of the posting will be sent to the Association president. No Bus Technician vacancy(ies) shall be filled, except on a temporary basis, until such vacancy(ies) have been posted for six (6) work days. No posting shall be made on Monday. Any Employee wishing to apply for the position will apply in writing to the Human Resources Department within the six (6) working day posting period. The successful applicant(s) who has been awarded a vacant position shall be transferred to the position within a reasonable time period.

Section 2. Bus Technician Vacancies

Bus Technician Vacancies shall be filled in accordance with this Section. An entry level test shall be administered and constructed in accordance with the procedure set out below. The test shall be constructed and administered as follows:

1. Test questions and tasks shall pertain to entry level skills in reading mathematics, and to entry level duties normally performed by a Bus Technician as determined by the Director of Transportation with input from Bus Technician Lead, or if no Lead, then the Association President or his/her designee.
2. The mathematics and reading portion of the test shall be prepared by the Human Resources Department. The normal duties portion of the test shall be prepared by the Director of Transportation.
3. The test shall be prepared prior to the posting of a Bus Technician vacancy. The passing level pertaining to posting of Bus Technician vacancy. The passing level pertaining to the entry level duties normally performed portion of the test shall be established by the Director of Transportation with input from the Bus Technician Lead, or if no lead, then the Association president or his/her designee.
4. The Mathematics and reading portion of the test shall be administered by the Human Resources Department. The entry level duties and tasks portion of the test shall be administered and scored by the Director of Transportation. A representative of the Human Resources Department and the Association president or his/her designee shall be present during the administering and scoring of the test(s).

5. All complete written tests shall be stored in the office of the Human Resources Department. The Association president or his/her designee may review all completed written test. Additionally, the Association president shall be informed of all test results for each Bus Technician applicant.
6. Any applicant for a Bus Technician vacancy shall be required to obtain a Class B-P Commercial Driver's License (air brake endorsement) within 90 calendar days of employment.
7. An applicant who is awarded a Bus Technician position in accordance with this Article shall be given a written progress check at the end of two (2) months, four (4) months and an evaluation at the end of six (6) months.
8. In the event that a Bus Driver applicant who is awarded a Bus Technician position in accordance with this Article has an unsatisfactory six (6) month evaluation, or the Bus Driver elects to leave the Bus Technician position within the first six (6) months, the Bus Driver shall have the right to:
 - a. apply for any Bus Driver vacancy;
 - b. exercise his/her Bus Driver Seniority to displace the Bus Driver with the least Bus Driver Seniority
 - c. have his/her continuous service broken and employment relationship terminated.
9. The bumping rights set forth in eight (8) above shall apply only to Bus Driver applicants who are awarded Bus Technician position(s) and shall not extend to successful applicants currently outside the Bargaining Unit.
10. A Bus Driver who is awarded a Bus Technician position and who has met one of the qualifications enumerated in Article XXI, Bus Driver Severance/403(b) Annuity Plan, Section 1, shall be eligible for his/her 403(b) Annuity Plan at the time of severance or death in accordance with Article XXI Bus Driver Severance/403(b) Annuity Plan.

Section 3. Lead Bus Technician Vacancies

For lead Bus Technician position vacancies, present Bus Technicians applying for the lead position, and where the Bus Technician's job knowledge, training, skills and efficiency are relatively equal among two (2) or more Bus Technicians; Bus Technician Seniority shall govern.

Section 4. A copy of the Human Resources Department's disposition concerning the filling of a vacancy shall be sent to all unsuccessful applicants and to the Association president.

The Board shall provide the Association president the names of all Employee applicants for Bargaining Unit vacancies within five (5) work days following the Human Resources Department's disposition concerning the filling of a vacancy (ies).

Section 5. Bus Technician vacancies may be filled on a temporary basis, up to a maximum of twenty (20) work days.

ARTICLE XVII
BUS TECHNICIAN COMPENSATION / HOURS OF WORK AND
OVERTIME

Section 1. All Bus Technicians shall be paid the hourly rate in their classification as follows:

	1/1/2015
Starting	\$21.91
1 Year classification seniority	\$23.15
Lead	\$24.00

One (1) of the Bus Technicians shall be assigned as Lead

Section 2. Section 125 Provisions. The benefits provided to Bus Technicians by the provisions of Section 125 of the U.S. Revenue Code (Flexible Benefit Plan), Generation I and Generation II, shall be made available by the Board to all Bus Technicians. The monthly administrative costs/fees shall be paid by the Board.

The amount paid to the Public Employees Retirement Fund for each Bus Technician covered by the Public Employees Retirement Fund and who participates in Section 125 shall be based on the Bus Technician's gross earnings before the Section 125 deductions are made and shall not cause such Bus Technician's PERF contributions to be reduced as a result of participation in Section 125

Section 3. The school corporation shall fully pay for a Commercial Drivers License for each Bus Technician.

Section 4. Alcohol/Controlled Substances Testing. All Bus Technicians required to hold and maintain a Commercial Driver's License (hereinafter CDL) shall be subject to and controlled by the provisions of the Omnibus Transportation Employee Testing Act of 1991 (hereinafter OTETA). The cost of any and all tests for alcohol and controlled substances (drugs) and/or testing equipment referenced within and covered under the OTETA shall be borne by the school employer, e.g., pre-employment screening, return to duty tests (with a negative result), follow-up testing (for a minimum of six (6) tests within the first twelve months.) Any controlled substance confirmation test which proves "positive" shall be the sole financial responsibility of the Bus Technician. All such drug testing under the OTETA shall be conducted by urine specimen analysis. Each specimen shall be subdivided into a "primary" and a "split" specimen. Both specimens are to be sent to a Department of Health and Human Services (hereinafter DHHS) certified laboratory for analysis. Only the "primary" is opened and used for

urinalysis, the "split" remains sealed. If the "primary" specimen is positive, the Bus Technician, following notification of such positive result, has seventy-two (72) hours to request the "split" specimen to be sent to another DHHS certified laboratory for analysis.

Section 5. The following Sections within this Article are intended to define the normal hours of work and to provide the basis of the calculation and payment of overtime. It shall not be construed as a guarantee of minimum of maximum hours of work per day or per week or of working schedules, or the amount of work performed in any work day or work week by a Bus Technician(s), individually or collectively.

Section 6. The normal work week shall consist of forty (40) hours, Monday through Friday, commencing at 12:01 a.m. on Monday. The normal work day shall consist of eight (8) consecutive hours of work, exclusive of a thirty (30) minute duty free lunch period during which the Bus Technician may leave the building, in any twenty-four (24) hour period commencing when the Bus Technician starts work or the beginning of his/her regular shift.

The Director of Transportation shall designate the time for the beginning and the ending of any shift. Work days or work weeks differing from those indicated above may be established by the Director of Transportation after first notifying the Bus Technician involved at least twenty-four (24) hours in advance; provided, however, that the Bus Technician's regularly scheduled work hours shall be continuous.

Section 7. One and one-half (1 1/2) times the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one work day, forty (40) hours in any one work week, for all work performed on Saturday. Two (2) times the regular hourly rate shall be paid for all work performed on Sunday. One and one-half (1 1/2) times the regular hourly rate shall be paid for all work performed on the holidays enumerated in Article XV Bus Technicians Paid Holidays, Section 1, in addition to his/her regular holiday pay as specified in Article XV Bus Technicians Paid Holidays, Sections 2 and 3.

There shall be no compensatory time awarded in lieu of overtime pay earned or authorization for compensatory time in lieu of overtime pay earned.

There shall be no pyramiding of overtime pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.

Section 8. Bus Technicians called in to perform emergency or special work at a time other than their regularly scheduled time shall be guaranteed two (2) hours pay at the applicable rate as specified in Section 7 of this Article.

Section 9. When a Bus Technician is requested by the Director of Transportation to use his/her personal vehicle for school business and said Bus Technician accepts, said Bus Technician shall:

- A. be paid mileage at a rate based upon Board Policy; and
- B. is covered by Worker's Compensation during such travel.

No Bus Technician shall be required to haul flammable or hazardous material in his/her personal vehicle unless he/she agrees.

Section 10. Time Off Without Pay

A Bus Technician may take up to a maximum of five (5) working days off without pay per year (July 1 – June 30) with the approval of the Director of Transportation. Unpaid days may be taken in half day or full day units, separately or consecutively. A request for unpaid days beyond five (5) shall be processed through the Director of Transportation to the Director of Human Resources. The Director of Human Resources, at his/her discretion, may grant or deny such request upon his/her determination that extenuating circumstances exist and that no substantial or material disruption will occur in school operations as a result of such extended unpaid leave.

Section 11. Stipend Compensation to VEBA

A one-time stipend shall be made to Bus Technicians VEBA that are actively employed by East Allen County Schools on July 1, 2015. The amount of the stipend shall be \$500 for bus technicians whose hire date is prior to June 30, 2015 and \$300 to bus technicians that were hired after June 30, 2015. The payment shall be made to the VEBA that is already established for the bus technicians. This stipend (i.e. VEBA payment) is in lieu of an increase in hourly rates for calendar year 2016. The stipend shall occur in July 2016.

ARTICLE XVIII

Bus Technician Working Conditions

Section 1. The Board agrees to provide and maintain proper safety throughout the schools and shops in accordance with state and local standards. The Board, for the purpose of maintaining proper appearance and regard for its Bus Technicians' cleanliness, will agree to furnish a minimum of five (5) uniform changes per week for each Bus Technician.

Section 2. The parties agree the uniforms provided in Section 1 of this Article shall be worn on all student attendance days during the regular school year and all extracurricular events.

Section 3. The Association president will be furnished with a copy of any new or revised rules, policies or regulations, whichever is applicable, affecting the Association and the Bus Technicians covered by this Agreement at least fourteen (14) calendar days in advance of the effective date of such applicable new or revised rules, policies or regulations and the same shall be posted on designated bulletin boards in each building and maintenance building for at least one (1) working day in advance of the effective date.

Section 4. There shall be a paid clean up period of fifteen (15) minutes each before lunch period and quitting time.

ARTICLE XIX

Bus Technicians Paid Holidays

Section 1. Each non-probationary Bus Technician shall receive the following paid holidays:

- July 4
- Labor Day
- Veterans' Day (as observed by the Teachers)
- Thanksgiving Day
- Day following Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Year's
- New Year's Day
- Martin Luther King Day (as observed by the Teachers)
- Good Friday
- Memorial Day

Section 2. A Bus Technician eligible for holiday pay shall receive, when the holidays enumerated in Section 1 are not regularly scheduled days off work, holiday pay of his/her regular straight hourly rate times the number of hours the Bus Technician is regularly scheduled. If a paid holiday occurs on a Saturday, for purposes of this Article, Friday becomes the holiday. If a paid holiday occurs on Sunday, Monday becomes the holiday. For example, if Christmas occurs on a Saturday, then Friday becomes the holiday and since the day prior to Christmas is also a holiday, both Thursday and Friday would be holidays.

Section 3. A Bus Technician eligible for holiday pay shall receive, for all hours worked when he/she is scheduled to work and actually does work on any one of the holidays enumerated in Section 1, one and one-half (1 ½) times his/her straight time hourly rate of pay for all hours worked on the holiday, in addition to his/her regular straight hourly rate times the number of hours the Bus Technician is regularly scheduled as provided in Section 2 above.

Section 4. To be eligible for holiday pay a Bus Technicians must meet all of the following conditions:

- A. Have seniority in accordance with Article VI Definitions, as of the date of the holiday;
- B. Work the day immediately before and the day immediately following the holiday, if scheduled to work, exceptions being legal leaves, bereavement leaves, and illness in which case a physician's statement may be requested by the Director of Transportation verifying illness as justified cause for absence;
- C. Personal leave days may be used before and/or after a paid holiday in accordance with the following:
 - 1.) In the event the days (before and/or after) are scheduled student days, the Bus Technicians will not receive holiday pay.
 - 2.) In the event the days (before and/or after) are not scheduled student days, the Bus Technician will receive holiday pay.

Section 5. Hours paid for but not worked during the normal work week (Monday through Friday inclusive) in accordance with the provisions of this Article, shall be considered hours worked for the purpose of computing overtime pay.

ARTICLE XX

Bus Technicians Vacations

Section 1. To be eligible for a vacation, a Bus Technician must be in the regular active employment of the Board for twelve (12) months per year and shall have worked a maximum of sixty percent (60%) of the scheduled days of work in the twelve (12) months immediately prior to his/her employment anniversary date. Vacation may be taken in units of full day or half day.

Section 2. Paid vacation days shall be granted on the following basis:

- A. Each Bus Technician who, on his/her employment anniversary date, has Bus Technician Seniority for one (1) year but less than two (2) years shall be eligible for one (1) week vacation with pay.
- B. Each Bus Technician who, on his/her employment anniversary date, has Bus Technician Seniority of two (2) years but less than five (5) years shall be eligible for two (2) weeks vacation with pay.
- C. Each Bus Technician who, on his/her employment anniversary date, has Bus Technician Seniority of five (5) years but less than twelve (12) years shall be eligible for three (3) weeks vacation with pay.
- D. Each Bus Technician who, on his/her employment anniversary date, has Bus Technician Seniority of twelve (12) years or more shall be eligible for four (4) weeks vacation with pay.

Section 3. Vacation pay for a Bus Technician shall be 40, 80, 120, or 160 times the regular straight time hourly rate of the job classification in which he/she is employed immediately preceding his/her vacation. A Bus Technician whose regular work schedule is four (4) hours per day shall receive one-half (1/2) of 40, 80, 120, or 160 times the regular straight time hourly rate of the job classification in which he/she is employed immediately preceding his/her vacation. A Bus Technician's vacation time shall be reimbursed based upon the number of hours per day being worked during that period of time in which such vacation was earned.

Section 4. The vacation season shall be from January 1 through December 31 of any calendar year. Vacations shall, insofar as possible, be granted by the Board at times most desired by the Bus Technician. Vacations during any one period shall be limited to such numbers as not to interfere with the normal conduct of the schools. When more vacations are requested than can be granted for any one (1) period, preference will be given to the Bus Technicians with the most Bus Technician Seniority. The final right, however, of scheduling vacations is reserved to the Board to insure the efficient and continuous operation of the schools.

Vacation days must be used within eighteen (18) months of their initial accrual or be lost. In no event shall more than four (4) weeks vacation be added in any one anniversary year and in no event will vacation pay be granted in lieu of time off.

Section 5. When a holiday falls within a Bus Technician's regularly scheduled vacation, he/she shall receive his/her holiday pay including time off and such day shall not be counted as a day of vacation.

Section 6. Any Bus Technician who breaks his/her continuous service, as defined in Article IX Bus Technician Reduction in Force/Recall, Section 6 and who has not taken his/her earned paid vacation shall receive his/her full paid vacation with his/her last pay check. Additionally, any Bus Technician who breaks his/her continuous service as defined in Article IX Bus Technician Reduction in Force/Recall, Section 6 prior to his/her employment anniversary date, shall receive his/her following year's paid vacation, on a prorated basis, with his/her last pay check or as soon as possible thereafter.

Section 7. Bus Technicians may be granted requested paid vacation time at any time during the calendar year (January 1 – December 31).

Article XXI

Bus Technician Insurance

Section 1.

The Board shall provide a plan of Group Insurance for Bus Technicians and their dependents. The plan shall consist of:

- A. A Comprehensive Hospital/Medical Program
- B. A Dental Insurance Program
- C. A Vision Care Program
- D. A Prescription Program
- E. A Group Life Insurance Program.

Section 2.

The insurance contracts are considered a part of this Agreement

Section 3.

The manner in which these benefits will be provided shall be a matter of Board discretion, i.e., an insurance carrier of its choice, self-insuring, or any other manner deemed appropriate. All benefits remain at the 2008 level. Any changes in benefits shall be bargained with the Association.

Section 4.

Beginning January 1 2009, the Board will pay the following amounts toward insurance premiums:

- A. \$5,215 towards the Bus Technician's full single coverage premium which includes A, B, C and D of Section 1 of this Article.
- B. \$8,994 towards the Bus Technician's full employee plus one (1) dependent coverage premium which includes A, B, C and D of Section 1 of this Article.
- C. \$12,955 towards the Bus Technician's full family coverage premium, which includes A, B, C and D of Section 1 of this Article.
- D. 83% of the full life insurance premium for Bus Technicians.

The Board shall have the discretion to establish the Board payments toward premiums for Bus Technician health insurance in calendar year 2010, provided that those payments shall not be less than the payments made in calendar year 2009 and further provided that the payment amounts shall be at least equal to the amount of the calendar year 2010 Board subsidy for Administrators' hospital/medical, dental, vision, and prescription coverage for the selected coverage level.

Section 5.

If a Bus Technician leaves the employ of the Board to other full-time employment, he/she may continue the insurance program in which he/she is presently enrolled for an additional ninety (90) calendar days from the last day of the month his/her employment ends, by paying the full applicable premium.

Section 6.

When a Bus Technician is granted a leave of absence by the Board, for reasons other than medical, he/she shall have the right to participate in insurance coverage which he/she was enrolled in at the time said leave of absence commenced provided that the employee assumes the full cost of the insurance premium(s) for the duration of said leave.

When a Bus Technician is granted a leave of absence by the Board, for medical reasons (including childbearing leave), the Board shall continue, for the first twelve (12) months, to pay the dollar amounts as specified in Section 4 of this Article toward the insurance coverage which the Bus Technician was enrolled in at the time said leave of absence commenced. However, if the Board extends a medical leave of absence beyond a twelve (12) month period upon the recommendation of a physician licensed to practice in Indiana, commencing with the thirteenth (13th) month of said leave, the Bus Technician shall have the right to participate in the insurance coverage(s) during the remaining duration of said leave provided that the Bus Technician assumes the full cost of the insurance premium(s) for the duration of said extended leave.

Section 7.

A Bus Technician may take the life only portion of the insurance program.

Section 8.

Those Bus Technicians leaving the employment of East Allen County Schools because of retirement, may remain a part of the group plan, which includes A, B, C, and D of Section 1 of this Article, by paying the full applicable premium. A retired Bus Technician may also remain part of the Group Life Insurance Program until age 65 by paying the full applicable premium. At age 65, the Group Life Insurance Program may be converted to an individual policy in accordance with the carrier's conversion policy.

Section 9.

The Group Life Insurance Program shall provide each enrolled Bus Technician with the following benefit amounts:

- A. \$20,000 life insurance through age sixty-nine (69);
- B. \$13,000 life insurance commencing at age seventy (70) and continuing through age seventy-four (74);
- C. \$9,000 life insurance commencing at age seventy-five (75) and continuing thereafter.

Section 10. Long-Term Disability Insurance

For those Bus Technicians who are eligible and elect to enroll, the Board shall provide a Long Term Disability Income Protection Program which after ninety (90) calendar days of disability will provide a benefit of 60% of regular pay up to fifty-two (52) weeks per year with a maximum benefit of \$2,500 per month continuing for the period of disability or to age 65, whichever occurs the sooner. The monthly benefit will include any benefits received from Workers' Compensation, Social Security or any other disability payments, and will be payable per the policy in effect when the claim is filed. The Board shall pay all but \$1.00 of the premium per year toward the Bus Technician's full long term disability insurance annual premium.

Section 11. Spousal Carve-Out.

Effective September 1, 2015, all Bus Technicians on the EACS group health insurance plan will be under the spousal carve-out requirements. If an employee has a spouse working elsewhere who is eligible for group health benefits at their place of employment, he/she must take the group health insurance at their place of employment, unless their cost for the single plan is greater than two (2) times the employee's cost for the single plan at East Allen County Schools. If the spouse takes their employer's group health insurance, the spouse may enroll in East Allen County School's Group Health Insurance Plan, but the plan will pay only on a secondary basis.

ARTICLE XXII
Bus Technician Severance/ VEBA

The Board shall contribute, for all Bus Technicians employed on or before December 31, 2005, to a voluntary Employees' beneficiary association ("VEBA") as described in Section 501(c) (9) of the IRS Code, that amount as calculated for all such Bus Technicians in accordance with this Article. New Bus Technicians initially employed on January 1, 2006 and after shall be ineligible for the provisions of this Article.

The Association shall have the authority to select the vendor for the VEBA plan for all Bus Technicians covered by this Agreement.

Section 1. Beginning January 1, 2009, the Board shall contribute to a voluntary employees' beneficiary association ("VEBA"), as described in Section 501(c) (9) of the Code, the amounts(s) as calculated in accordance with this Section. The employee accounts established under this Section shall be initially funded with an initial deposit based on the following formula: $(\$150 \times \text{EACS years of Service}) + (\text{Supplemental Retirement Account Days} \times 2 \times \text{hourly rate})$. The initial deposit required under this Article shall be made no later than March 1, 2009 (or thirty days after the later of final ratification of this Agreement by the Association membership or approval by the Board). Once this initial deposit is made, the School Corporation shall have no further liability to any employee under Article XX of the prior Agreement. Beginning March 1, 2009 (or thirty days after the later of final ratification of this Agreement by the Association membership or approval by the Board), and on each March 1 thereafter, the Board shall make an annual contribution of \$600 to each active employee account established under this Article. If an Employee works less than a full work year in the prior year, the contribution shall be pro-rated. To be eligible for the annual contribution, the Employee

must be employed by the School Corporation on March 1 on which the deposit is scheduled to be made.

Section 2. Effective January 1, 2015, in addition to the \$600 annual contribution, the Board shall also deposit an amount equal to 4 x the Employee's hourly rate x the number of days added to the eligible employee's Supplemental Retirement Account under Article XXV, Section 4 during the prior calendar year.

Section 3. Employees shall vest in their accounts established under this Article after five (5) years of service with the School Corporation.

Section 4. Upon the Employee's final separation from employment, the Board shall make an additional deposit into the Employee's account equal to the number of days above seventy (70) in his/her sick leave accumulation including any unused sick days from his/her last year's allotment times two (2) hours of pay based upon his/her present hourly rate at the time of retirement/severance.

Section 5. This "vesting" requirement shall be waived in the event of a covered Employee's death or total disability prior to separation from employment. Upon death or total disability prior to separation from employment, a participant shall be deemed 100% vested in the employee's account. Nothing in this Agreement should be interpreted to require forfeiture of a covered Employee's account if the Employee dies or becomes totally disabled prior to separation from employment.

Section 6. The Association shall have the authority to select the vendor and establish the forfeiture provisions for the VEBA plan for all Employees covered by this Article of the Agreement.

ARTICLE XXIII

Bus Technician - Worker's Compensation

In the event a Bus Technician is drawing temporary total disability benefits under the Indiana Worker's Compensation statute, he/she shall receive the difference in total amount between such temporary total disability benefits and the Bus Technician's regular daily rate of pay (for each day he/she receives such benefits up to a maximum of thirty (30) working days and such amount shall not cause the Bus Technicians regularly accumulated sick leave to be reduced.

If the Bus Technician continues beyond the aforementioned thirty (30) scheduled work days to qualify for benefits under the Indiana Worker's Compensation statute, commencing with the thirty-first (31st) work day the Bus Technician may elect to be compensated the difference between Worker's Compensation and the Bus Technician's regular wage. Payment made by the Board commencing with the thirty-first (31st) work day will be charged against the Bus Technician's accumulated sick leave or, at the Bus Technician's option, paid vacation on a basis of one-third (1/3) sick leave day or paid vacation day until the Bus Technician's accumulated sick leave and paid vacation days shall be exhausted. Such sick leave deductions shall be rounded to the nearest half-day upon the return of the Bus Technician to work. The Bus Technician may elect not to receive sick leave pay from the Board and as a result such time will not be charged against the Bus Technician's accumulated sick leave. After the first thirty (30) working days period the Board may request a second doctor's opinion.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the Bus Technician's responsibilities will be allowed without loss of pay or reduction of sick leave benefits for thirty (30) days after the Bus Technician returns to work. After that thirty (30) day period, the Bus Technician may use his/her sick leave in full or half-day units for such physician required appointments for follow-up care relative to the work-related injury. The Board may require that the Bus Technician provide verification of such physician required appointment for follow-up care.

One (1) days pay for Bus Technicians shall be the Bus Technician's regular straight time hourly rate times the number of hours the Bus Technician is regularly scheduled.

ARTICLE XXIV

Bus Technician Sick Leave

Section 1. A Bus Technician, during the first year of employment, shall be eligible for sick leave based on the rate of one (1) day per month up to a maximum of ten (10) days. A Bus Technician with at least one (1) year's service shall be eligible for sick leave not to exceed ten (10) days in any one (1) fiscal year from July 1 through June 30. Unused sick leave days shall be accumulative on a yearly basis as of June 30 to a maximum of ninety-eight (98) days. During the first year of employment, a Bus Technician may use sick leave as needed up to said Bus Technician's maximum eligibility without loss of compensation. During an extended sick leave, the Bus Technician may request and shall be granted the use of his/her earned paid vacation days. As a result, such time shall not be charged against the Bus Technician's sick leave accumulation. Sick leave pay shall be the Bus Technician's regular straight hourly rate times the number of hours the Bus Technician is regularly scheduled for each day of sick leave. Sick leave may be taken in one half (1/2) day units except as noted in Article XXIII Bus Technician Worker's Compensation. Sick leave shall not be paid where other benefits are payable, social security, state or any other insurance benefits enumerated in this Agreement are payable. Sick leave pay shall be paid for a house confining illness. A written statement by a licensed physician may be requested when deemed necessary.

Section 2. Accumulative sick days shall be credited in accordance with the number of hours per day being worked during that period of time in which such sick leave accumulated. Such breakdown shall be in increments of four (4) hours or eight (8) hours per day. A Bus Technician who earns his/her sick leave while working more than four (4) hours per day shall be credited with full sick days (8 hours); however, if such Bus Technician is reduced to four (4) or less hours per day, he/she shall be charged one-half (1/2) sick day for each four (4) hour day or less when sick leave is used. A Bus Technician who earns his/her sick day accumulation during a period of time he/she worked four (4) hours or less per day shall be credited with one half (1/2) sick day (4 hours); however, if such Bus Technician is then moved to more than four (4) hours per day, he/she would be charged one (1) accumulated sick day for each eight (8) hour sick leave day used.

Section 3. To become eligible for sick leave a Bus Technician must report his/her absence to his/her Director of Transportation, if possible, prior to his/her reporting time. Upon return to work from sick leave, except as limited by Article IX Bus Technician

Reduction in Force/Recall, a Bus Technician shall be returned to his/her former job. In the event the Bus Technician is unable to return to his/her former job due to the lack of Bus Technician Seniority, he/she shall have the recall rights specified in Article IX Bus Technician Reduction in Force/Recall.

Section 4. Any Bus Technician, who has accumulated more than the maximum number of sick leave days as of June 30 of any year, shall have any unused sick leave days and any unused personal leave days as of the following July 1 credited to the Bus Technician's Supplemental Retirement Account. Such days credited to a Bus Technician's Supplemental Retirement Account shall be unavailable to the Bus Technician for his/her use as regular sick leave or personal leave.

ARTICLE XXV RETIREMENT BENEFITS

Section 1. Any Employee in a position requiring one thousand (1,000) hours or more per year shall become a member of the Public Employees' Retirement Fund at the time of hire. Any Employee in a position requiring at least six hundred (600) hours but less than one thousand (1,000) hours per year, shall have the option of becoming a member of Public Employees Retirement Fund at the time of hire in accordance with the rules of the Public Employees' Retirement Fund.

The Board shall contribute the full percentage amount of such member's gross salary as required by statute as the employee's contribution.

Additionally, the Board shall contribute that portion of gross salary as established by the Public Employee's Retirement Fund each year as the employer's contribution.

Section 2. Employees may participate in the East Allen County School Corporation annuity program in the manner and to the extent with which such participation is provided for by state and federal statute

ARTICLE XXVI PERSONAL LEAVE

Section 1. An Employee, with prior approval of the Director of Transportation, shall be allowed two (2) working days off per year from July 1 through June 30 with pay for personal leave. Personal leave day(s) unused in any one year shall be added (June 30) to the accumulated sick leave days. Personal leave may be taken in one-half (1/2) day units. Benefit days for Bus Drivers may only be used during the regular school year (contracted days). Paid benefit days (i.e. personal business) must be used before requesting unpaid days.

Section 2. One (1) day's pay for Bus Drivers shall mean the sum total of the Bus Driver's regular route, supplemental route(s) which the Bus Driver is assigned, and if applicable, wheelchair pay and incentive pay. One-half (1/2) day units shall be defined as the Bus Driver's (a) a.m. regular route or (b) p.m. regular route or (c) a.m. regular route plus supplemental route(s) or (d) p.m. regular route plus supplemental route(s) or (e) supplemental route(s).

Bus Drivers cannot take a personal day on the last scheduled driving day prior to nor the first scheduled driving day following Winter Recess or Spring Break. Bus Drivers cannot take a personal day on the last scheduled driving day of the regular school year.

Section 3. One (1) days pay for Bus Technicians shall be the Bus Technician's regular straight time hourly rate times the number of hours the Bus Technician is regularly scheduled.

ARTICLE XXVII BEREAVEMENT LEAVE

Section 1. In each case of death and regardless of residence of a spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, grandchild, grandparent, great-grandparent, or great-grandchild; or a person living in the same home as part of the family, an Employee will be allowed a maximum of five (5) working days off with pay. The five (5) days shall be taken within fourteen (14) days, commencing the day of death.

Section 2. In each case of death of a grandparent (in-law), son-in-law, daughter-in-law, sister-in-law or brother-in-law, an Employee shall be allowed up to three (3) days per death off with pay. The three (3) days shall be taken within one seven (7) calendar days commencing the day of death.

Section 3. One (1) work day with pay per death, prior to or the day of the funeral, shall be allowed for members of the family not specified in this Article. The one (1) day can be taken in two (2) half days, but both half days must be contiguous.

Section 4. One (1) day's pay for Bus Drivers shall mean the sum total of the Bus Driver's regular route, supplemental route(s) which the Bus Driver is assigned, and if applicable, wheelchair pay and incentive pay.

Section 5. One (1) days pay for Bus Technicians shall be the Bus Technician's regular straight time hourly rate times the number of hours the Bus Technician is regularly scheduled.

ARTICLE XXVIII ILLNESS IN IMMEDIATE FAMILY

Section 1. In the event an illness in an Employee's immediate family requires his/her absence from work, he/she shall be permitted up to three (3) working days off with pay per year (July 1 through June 30). He/she may elect to take up to ten (10) additional working days off with pay as regular sick leave provided for in Article XXIV Bus Driver Sick Leave or Article XXV Bus Technician Sick Leave. The immediate family,

regardless of residence, shall be defined as spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister or grandchild; or persons living in the Employee's household as part of the family.

Section 2. One (1) day's pay for Bus Drivers shall mean the sum total of the Bus Driver's regular route, supplemental route(s) which the Bus Driver is assigned, and if applicable, wheelchair pay and incentive pay. One-half (1/2) day units shall be defined as the Bus Driver's (a) a.m. regular route or (b) p.m. regular route or (c) a.m. regular route plus supplemental route(s) or (d) p.m. regular route plus supplemental route(s) or (e) supplemental route(s).

Section 3. One (1) days pay for Bus Technicians shall be the Bus Technician's regular straight time hourly rate times the number of hours the Bus Technician is regularly scheduled.

ARTICLE XXIX LEGAL LEAVE

Section 1. Jury Duty. Any Employee who is called to jury duty during any one day shall receive the difference in pay for the time lost and the amount received as jury pay. When an Employee is released from jury duty during his/her regular assigned work day, he/she shall report to his/her assignment for work.

Section 2. Court Subpoena. An Employee who is subpoenaed to appear as a witness in court in a criminal proceeding, during any work day, shall receive full compensation for the time absent from work. An Employee subpoenaed by East Allen County Schools to appear as a witness in court in a civil proceeding, during any work day, shall receive full compensation for the time absent from work. An Employee subpoenaed by someone other than East Allen County Schools to appear as a witness in court in a civil proceeding, during any work day, may receive full compensation for the time absent from work, at the discretion of the Superintendent. However, if the Employee is subpoenaed by the Association in a suit against East Allen County Schools, then the Employee will receive no compensation for the time absent from work.

Section 3. One (1) day's pay for Bus Drivers shall mean the sum total of the Bus Driver's regular route, supplemental route(s) which the Bus Driver is assigned, and if applicable, wheelchair pay and incentive pay.

Section 4. One (1) days pay for Bus Technicians shall be the Bus Technician's regular straight time hourly rate times the number of hours the Bus Technician is regularly scheduled.

ARTICLE XXX National Guard & Military Reservist Duty Leave

Section 1. Each Employee who is a member of a recognized reserve component of the armed forces of the United States or the National Guard shall be entitled to a leave of absence for annual required active duty training. Said Employee shall be compensated the difference in pay for time lost and the amount received from the Armed Forces or National Guard up to a maximum of fifteen (15) days per year he/she is in such service

and shall not lose any benefits received as an Employee, and shall not have sick or personal business days deducted due to his/her absence. If such military training duty extends beyond fifteen (15) days per year, the Employee, upon his/her request, shall be entitled to take unpaid leave. Such Employee shall give the Board, whenever possible, two (2) weeks prior notice.

Section 2. One (1) day's pay for Bus Drivers shall mean the sum total of the Bus Driver's regular route, supplemental route(s) which the Bus Driver is assigned, and if applicable, wheelchair pay and incentive pay.

Section 3. One (1) days pay for Bus Technicians shall be the Bus Technician's regular straight time hourly rate times the number of hours the Bus Technician is regularly scheduled.

ARTICLE XXXI

“Work-Related” Assault and Battery Income Protection

In the case of absence of an Employee due to a compensable injury under Worker's Compensation resulting from an assault or battery arising out of, and in the course of, the Employee's employment with East Allen County Schools, the Employee shall be compensated the difference between Worker's Compensation payments and the Employee's regular salary for as long as Worker's Compensation payments continue, but not to exceed 160 working days. Sick leave need not be used in such a situation during the first 160 working days after the assault or battery.

Should the Employee be unable to return to work by the 160th working day after the assault or battery as a result of any compensable injury sustained, the Employee may do either of the following:

1. If still receiving Worker's Compensation payments after the 160th working day, the Employee will be compensated the difference between Worker's Compensation payments and the Employee's regular salary provided the Employee uses 1/3 sick day for each day so compensated.
2. If Worker's Compensation payments have terminated, the Employee may take regular sick leave, if eligible.

Employees absent due to such a compensable injury may be required to provide medical proof of the Employee's anticipated “return to work” date or may be required to perform “light duty”, if available and medically authorized.

ARTICLE XXXII

Leave of Absence

Section 1. The Board, where unusual circumstances warrant, may grant a leave of absence without pay to an Employee upon written request and upon good cause being shown for such leave for a period not to exceed one (1) year per request. A request for medical leave must be accompanied by a statement from a physician licensed to practice in the state of Indiana or Ohio.

An Employee who desires a child rearing/child bearing leave shall make written application to the Director of Transportation requesting such leave. A physician's statement certifying pregnancy must accompany the request for leave, or in the case of child rearing, a copy of the birth certificate.

If circumstances warrant, the Board may extend a leave for medical reasons for a definite period upon recommendation of a physician licensed to practice in the state of Indiana or Ohio. In the event an Employee has requested a leave for medical reasons after using his/her total days of accumulated sick leave, he/she must request a leave of absence and may arrange for his/her insurance coverage to be extended in accordance with Section 6 of Article XVII Bus Driver Insurance or Section 6 of Article XVIII Bus Technician Insurance.

Bus Driver Seniority, Bus Technician Seniority and other accumulated benefits shall not accumulate but shall be retained during said leave of absence and restored to the Employee upon his/her return.

When an employee is on an approved medical leave of absence (including FMLA) all paid leave days must be used before unpaid days may be taken.

Section 2. Bus Technicians- Return to work

Upon return to work, except as limited by Article IX Bus Technician Reduction in Force/Recall, a Bus Technician shall be returned to his/her former job. In the event the Bus Technician is unable to return to his/her former job due to the lack of Bus Technician Seniority, he/she shall have the recall rights specified in Article IX Bus Technician Reduction in Force/Recall.

Section 3. Bus Drivers –Return to Work

A Bus Driver on an unpaid leave of absence, excluding Family and Medical Leave Act (FMLA) and Medical Leave, shall be ineligible to bid a vacant regular route, supplemental route, or summer school route until such time as the Bus Driver returns to work, which shall include the annual bidding day.

Upon return to work, from an unpaid leave of absence within three hundred sixty-five (365) calendar days or less, except as limited by Article VII Bus Driver Reduction In Force/Bumping/ Recall, a Bus Driver shall be returned to his/her former route(s), if such route(s) exists. If it does not exist, the Bus Driver shall have all the bumping rights specified in Article VII, Bus Driver Reduction in Force/Bumping/Recall.

Upon return to work, from an unpaid leave of absence for a period of more than three hundred sixty-five (365) calendar days, but not more than twenty-four (24) months, except as limited by Article VII Bus Driver Reduction In Force/Bumping/ Recall, a Bus Driver shall have all the bumping rights specified in Article VII, Bus Driver Reduction In Force/Bumping/Recall.

Upon return to work, from an unpaid leave of absence for a period of more than twenty-four (24) months, except as limited by Article VII Bus Driver Reduction In Force/Bumping/ Recall, a Bus Driver shall be offered the first available vacant regular route which remains vacant after posting as specified in Article VIII Bus Driver Vacancies.

Section 4. A copy of the Board's policy(ies) governing unpaid leaves not specified within this Agreement shall be sent to the Association president upon adoption by the Board.

Section 5. Family and Medical Leave Act (FMLA) Leave

An eligible Employee is required to use his/her available paid leave days in FMLA leave situations before unpaid days may be used.

ARTICLE XXXIII Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waiver the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement, unless the parties, by supplemental written Agreement mutually agree to conduct additional bargaining on said subjects or matters, this provision shall not affect the bargaining of a successor Agreement.

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all Agreements heretofore entered into by and between the parties and cancels and supersedes any Board rules, regulations, policies and practices, written or oral, which are in conflict with this Agreement.

ARTICLE XXXIV DURATION

Section 1. This Agreement shall become effective May 5, 2015 subject to the terms here within and continue through December 31, 2016. This Agreement shall expire on the date indicated unless extended by written consent and ratification of both parties.

Section 2. The parties agree that bargaining for a successor Agreement shall begin no later than May 1, 2016. Meetings necessary to conclude a mutually satisfactory successor Agreement shall be scheduled at times and places mutually convenient and appropriate for both parties. If no Agreement on a New Agreement is reached and ratified by the parties on or before December 31 of the year the Agreement expires, this entire Agreement shall remain in effect on a status quo basis through December 31 of the following year or until a new Agreement is reached and ratified by the parties subject to the terms of the new Agreement, whichever occurs first.

Section 3. In the event the parties fail to conclude a mutually satisfactory written successor Agreement, either party may request the selection of a mediator from the


Federal Mediation and Conciliation Service. If, with the help of the mediator, the parties have not reached an Agreement, an impasse shall be declared by the mediator.

Section 4. In the event such impasse is reached, the representatives of the Association will submit the last offer on the item under impasse made by the Board's representatives to the members of the Association for their vote. If a majority of those voting agree to accept the Board's offer, the offer will be considered accepted by the Association and the negotiations will be considered completed on the item under impasse. If the vote of the Association shows a majority of those voting favor rejecting the Board's offer, then either party may request the Federal Mediation and Conciliation Service to initiate mediation.

Section 5. This Agreement is made and entered into by and between the Board of School Trustees of the East Allen County School Corporation, heretofore called the "Board," and the East Allen County Schools Transportation Association, heretofore called the "Association." In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries this 5th day of May 2015.

Board of School Trustees of the
East Allen County Schools Corporation

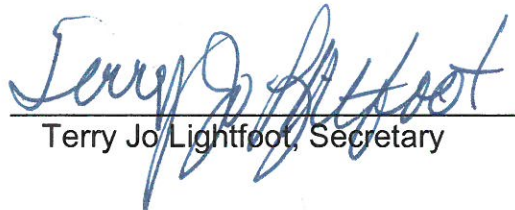
East Allen County Schools
Transportation Association

By 

Christopher T. Baker, President

By 


Janet McEvoy, President

By 

Terry Jo Lightfoot, Secretary

By 

Pat Bure, Secretary

By 

Kirby W. Stahly,
Negotiations Spokesperson for the
Board of School Trustees

APPENDIX A
Written Warning Notice

PROBLEM:

Director of Transportation

Date

Employee - I have read this report. My signature does not indicate I agree or understand the contents, only that I am aware of the report.

Date

APPENDIX B
Base Schools Within General Areas

Harding Area

Paul Harding Junior High School
Southwick Elementary
Alternative School
Prince Chapman Academy

Heritage Area

Heritage Elementary
Heritage Jr./Sr. High

Leo Area

Leo Elementary
Leo Jr./Sr. High
Cedarville Elementary

New Haven Area

New Haven Primary School
New Haven Intermediate School

New Haven Middle School
New Haven High School

Woodlan Area

Woodlan Elementary
Woodlan Jr./Sr. High

Mini Buses

All base schools

Overlapping shuttles and “additional” routes will be considered in the area of the driver’s base school.

APPENDIX C
STEP ONE - INFORMAL STEP
GRIEVANCE FORM - GRIEVANT'S COPY

Date of the meeting with the
Director of Transportation: _____

Topic of the meeting: _____

Signature of Grievant and/or
Association Representative

Signature of Director of Transportation
acknowledging the meeting date

APPENDIX C
STEP ONE - INFORMAL STEP
GRIEVANCE FORM - GRIEVANT'S COPY

Date of the meeting with the
Director of Transportation: _____

Topic of the meeting: _____

Signature of Grievant and/or
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