



FLOYD COUNTY BOARD OF EDUCATION

Danny Adkins, Superintendent

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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider/approve the Negotiated Agreement between Floyd County Board of Education and the Floyd County Education Support Professionals Association

Applicable State or Regulations: BOE Policy 0.11 Powers and Duties of the Local Board of Education.

Fiscal/Budgetary Impact: Undetermined due to change in payment structure.

History/Background: Driver work rules have been in place in Floyd County for many years. Floyd County Education Support Professionals Association have prepared this agreement to be considered by the FCBOE.

Recommended Action: Consider/approve the Negotiated Agreement between Floyd County Board of Education and the Floyd County Education Support Professionals Association

Contact Person(s): Danny Adkins

Principal

Director



Superintendent

Date: 5/13/2021

Negotiated Agreement
between the:
Floyd County Board of Education
and the
Floyd County Education Support Professionals Association
Effective:
July 1, 2021 through June 30, 2024

Article 1 Recognition and Incorporation

- 1.01 The District recognizes the FCESPA as official representative of regular, full-time, part-time and substitute bus driver, mechanic, driver assistant and office clerical staff in the Floyd County Department of Transportation.
- 1.02 The terms of this Agreement may be incorporated into the individual employee contracts to assist the parties with implementation.

Article 2 Definitions

- 2.01 District means the Floyd County Board of Education an independent agency and instrumentality of the Commonwealth of Kentucky.
- 2.02 FCESPA or the Union means the Floyd County Education Support Professionals Association (Transportation Employees) a local of the Kentucky Education Association and affiliate of the National Education Association.
- 2.03 Employee means any person included in the representation unit employed by the Floyd County Board of Education in the Department of Transportation.
- 2.04 Members or Membership means members in the Union or FCESPA.
- 2.05 Superintendent/designee means the Superintendent of Schools of Floyd County, Kentucky or the person(s) authorized to act on the Superintendent's behalf in the administration of this Agreement including the Director of Transportation.
- 2.06 Days means days of the week, excluding Saturday and Sunday.

- 2.07 Seniority means the amount of time from first compensable day of initial probationary or permanent employment following last break in service: ties to be broken by the employee's birth date.

Article 3 Effect of Agreement Reopeners

- 3.01 The parties agree that the terms and the conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only by the voluntary mutual consent of the parties.
- 3.02 Either party desiring changes, additions or deletions in the Agreement shall notify the President or Chair of the other party in writing. The notice shall specify the reasons for the desired change, addition or deletion and any additional information or helpful in understanding why the change, addition or deletion is being submitted. The President and Chair or their designees shall set a date, time, and place to conference around the proposed changes.
- 3.03 The parties agree to reopening one (1) article of either parties choosing in the 2022-23 contract year and in the 2023-24 contract year for negotiations. Nothing will require either party to reopen any article in either of the reopening windows.

Article 4 Employer Rights

- 4.01 Except as limited by the provisions of this Agreement, law, regulations and code, the District does hereby have and retain, solely and exclusively, all managerial rights and responsibilities which shall include, but not be limited to, the right to determine the policies of the District; to establish, amend or modify an overall budget; to establish, change, combine or abolish job classifications or the job content of any classification; to discipline employees for just cause or other legitimate reasons. To hire and promote employees; expand, reduce, alter, combine, or cease any job operation or service; to control and regulate the use of machinery, equipment, and other property of the District; to introduce new or improved research, development, and services; to determine the number and types of employment required and to assign work to such employees in accordance with the operational needs of the District; and direct the work force.

Article 5 Individual Agreements

- 5.01 The District agrees not to enter into any agreement or contracts with the employees, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

Article 6 Contract Hours

- 6.01 Bus Drivers and Drivers Assistants work years shall begin on July 1st and end on June 30th for not less than 181 days at a minimum of five (5) hours a day or the equivalent number of nine hundred and five hours (905) per year. The Employer has the right to determine the time and place of commencement of work and the end of the workday for all work performed in the Transportation Department. Employee's usual workday shall be considered as five (5) hours and qualify them for full-time employment status as provided by the Employers policy #03.2. The usual work week for Employees shall consist of twenty five (25) hours of work. This provision shall not be construed as a limitation on the scheduling of work or the hours an Employee may be required to work during any particular workday or week. Scheduling shall be in accordance with Article 8 of this agreement where applicable.

Article 7 Licensing Training Reimbursement

- 7.01 The District shall pay the cost of required medical tests and medical examination when they are obtained through the services designated by and required by the District.
- 7.02 When Employees are to use, wear, and maintain required safety equipment and protective devices as required by the District necessary to meet recognized safety standards, all safety equipment shall be provided by the District.
- 7.03 Infectious clean-up kits will be included on all school buses.
- 7.04 The District shall pay the cost of required licensure and licensure tests required to obtain and maintain a Commercial Driver's License and required state, federal, and Kentucky Department of Education endorsements.
- 7.05 The District shall provide notary services without charge to employees required to submit personal affidavits for leaves and other required reasons.

- 7.06 Employees shall be compensated for required training.
- 7.07 If an employee leaves employment with the District within their first twelve (12) months of employment the District may take the cost of section 7.01,7.02 and 7.04 out the employees last payroll as allowed by KRS 337.060.

Article 8 Seniority Reduction in Force

- 8.01 Definition of Seniority: Seniority shall be defined as the actual length of an employee's continuous and regular service within the bargaining unit from his/her date of hire.
- 8.02 Work experience, which differs from the seniority is used for pay purposes, and shall be determined from the last date of hire by the District.
- 8.03 Employee is defined as one who has been regularly and continuously employed with the District and who has completed his or her probationary period.
- 8.04 In the event of a reduction in force, the District will reduce, employees, giving due consideration to seniority. The District shall be deemed to have fulfilled its obligation to notify employees eligible to return to work by addressing notices, registered or certified mail, to employees at their latest addresses as shown by its records.
- 8.05 An employee who is notified that their position is being reduced may exercise seniority to displace the employee with the least amount of seniority. If the employee chooses not to exercise seniority the employee will be reduced. Further reductions will be made by reducing the least senior employee in the affected classification and location.
- 8.06 In the event of recall, employees shall be recalled in inverse order of the reduction in force. If an employee is recalled and offered a position and refuse, they shall lose all seniority/recall rights. No new employee shall be hired if there are employees subject to recall.
- 8.07 Employees who are reduced shall immediately notify the District in writing of any address changes. An employee-being recalled from a reduction in force shall be

notified by certified or registered mail to the employee's current address on file with the District. It shall be the employee's responsibility to supply the District with his/her current address.

- 8.08 In the event an established bus route is eliminated, the bus driver and driver's assistant adversely affected shall displace a bus driver and drivers assistant with less seniority. Any bus driver or driver's assistant who is, in turn, displaced by a bus driver or drivers assistant with more seniority shall in like manner displace a bus driver or drivers assistant with less seniority who shall then be reassigned. In the event an eliminated route or extra run is re-established, the bus driver and driver's assistant displaced from such eliminated route shall be automatically reassigned to the re-established route, if he or she desires.
- 8.09 The District shall provide a listing of drivers and drivers assistants in order of their seniority and shall update the list quarterly. A copy of such listing shall be sent to the FCESP each quarter and be posted on the billboard in the common area of the Transportation Department. The validity of the seniority list shall become final and no longer subject to grievance upon the thirty-first (31st) day of posting. The seniority listing may be transmitted electronically.
- 8.10 In the event of a tie in seniority, the tie shall be broken by using the employees date of birth with the more senior birthdate prevailing.
- 8.11 An employee shall lose seniority and be terminated when the employee:
- a. Voluntarily quits.
 - b. Is discharged for cause.
 - c. Retires.
 - d. Fails to return from a layoff.
 - e. Fails to return from a leave of absence.
 - f. Moves to another position in the Transportation Department.
 - g. Moves to another position in the District.

Article 9 Assignment of School Trips Extra Bus Runs

- 9.01 All school trips shall be rotated equally among drivers and drivers' assistants of a high school area by assigning drivers and drivers assistants with the most seniority as defined by Article 8 of this agreement first and rotating down the list in order of seniority. To keep track of the equal rotation procedure, the District shall maintain a cumulative trip list which includes the date and time the trip request is received. The list shall be emailed to all employees and posted on the billboard at the Department of Transportation in the common area.
- 9.02 A separate list for all extra known bus runs shall be kept. Assignments shall be made to the driver and drivers assistant with the most seniority by rotating down the seniority list as defined in Article 8 of this agreement. No driver or driver's assistant may switch runs with another driver or driver's assistant without prior consent of the Director of Transportation. Extra bus runs for the purpose of this agreement shall refer to the following routes: Area Technology Center, School of Innovations, Mid-day trips, All special needs runs.
- 9.03 If the employer is unable to fill a trip in a high school area, the employer will rotate the trip through the other two (2) high school areas on a rotating basis.
- 9.04 If the school trips are cancelled the driver and driver's assistant will be paid two (2) hours at their regular hourly rate of pay and shall receive the next available trip from the rotation list.
- 9.05 If a trip turns into a "Drop Off", after the driver and driver assistant agreed to take the trip. They shall be compensated for the number of hours originally quoted for the trip.
- 9.06 High school areas for the purpose of the Agreement shall be designated as follows:
- A. Prestonsburg
 - B. Floyd Central*
 - C. Betsy Layne

*Floyd Central Drivers and Drivers Assistants will be divided into Left Beaver and Right Beaver areas for the purpose of assigning school trips.

Article 10 Incentive Pay

- 10.01 Drivers and Drivers assistants shall have the opportunity to increase their base hourly rate an additional two dollars and fifty cents (\$2.50) with Incentive Pay by meeting the following:
- 10.02 Criteria for Incentive Pay:
- A. Having No Absences-** Excluding personal days and emergency days which are approved by the District. Absences in Extra Curricular Runs, Mid-Day and Special Needs runs shall not count as an absence.
 - B. Having No Accidents-** Excluding accidents where the driver is not deemed responsible by the Accident Review Committee (ARC).
 - C. No Late Paperwork-** Paperwork turned in on-time on the first (1st) and sixteenth (16th) of the month.
- 10.3 Drivers and Drivers Assistants shall receive Incentive Pay on each payroll period following two (2) consecutive payroll periods meeting A, B and C of the criteria in 10.2.
- 10.4 If a Driver or Drivers Assistant fails to meet any one area as defined 10.2 A, B and C of the criteria, they shall forfeit their additional Incentive Pay until the requirements in 10.3 are met.
- 10.5 Once a Driver or Drivers Assistant qualifies for Incentive Pay, that pay shall continue into each proceeding payroll period or until any one of the areas identified in 10.2 A, B or C of the criteria are discovered.
- 10.6 Reinstatement of Incentive Pay- When a Driver or Drivers Assistant who previously lost Incentive Pay under 10.4 remains in compliance with A, B and C of the criteria as defined in 10.2, they shall be eligible for reinstatement of their Incentive Pay as defined in 10.3.
- 10.7 Year End Incentive Payout- Any Driver or Drivers Assistant who qualifies for incentive pay a minimum of two (2) times during the contract year as defined in Article 6 of this agreement. Shall receive a one-time payout of three hundred dollars (\$300) at the completion of their contract year as defined in Article 6 of this agreement. There shall be no requirement for the two (2) qualifying periods to be consecutive.

Article 11 Duration

11.01 This Agreement shall remain in full force and effect for the period starting July 1, 2021 and will terminate on June 30, 2024. If at the time of said termination date, neither a successor agreement has been agreed to by the District and FCESPA (or their successors), nor has notice by either party been given of intent to terminate been provided within sixty (60) days of termination by either party, all terms and conditions contained herein shall remain in full force and effect, from year to year until a successor Agreement can be agreed to.

This agreement is made and entered in Floyd County Kentucky, on the 17th day of May 2021, by and between the parties and is attested to by the representatives' signatures that appear below:

Floyd Co Board of Education Chairperson
Date
Linda Gearheart

Floyd Co Education Support Professionals Association President
Miles "Keith" Frasure

Date