

Signed Original

FARMINGTON TRANSPORTATION ASSOCIATION

AND

FARMINGTON PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

May 6, 2011

It is hereby agreed between the Farmington Public Schools Board of Education (“the School Board”) and the Farmington Transportation Association, MEA/NEA (“the Association”), that, in tentative settlement of all outstanding issues under negotiation, the bargaining teams hereby agree, and agree to recommend ratification to their respective parties, as follows:

1. The parties agree to a contract effective July 1, 2011 up to and including June 30, 2014.
2. The terms of the parties’ contract shall be the same as the parties’ prior agreement, except as amended by the terms of this Settlement Agreement.
3. Unless otherwise set forth herein, the provisions of this Agreement shall become effective July 1, 2011.
4. Wages:
2011-2012 5% reduction for employees hired before July 1, 2008.
2012-2013 0%
2013-2014 0%
5. The parties agree the reimbursement of furlough days and unpaid half steps during the 2010-2011 school year will be waived by the Association. This provision does not preclude the School Board from placing employees on the appropriate step during the 2011-2012 as referenced in Section III of the Memorandum of Agreement between FTA and FPS dated August 30, 2010.
6. Effective July 1, 2011, employees will pay 20% of the cost of premiums for medical, dental and vision. The employee’s contribution will be based on the District rates as published for such coverage. Deductions for the premium amounts will be spread over nineteen (19) consecutive pays.
7. Effective July 1, 2011, all bus mechanics will become members of the Farmington Transportation Association. The parties will meet to determine the holidays and benefits for the mechanics. The mechanics will take same wage, holiday and benefit concessions as drivers (see Paragraph 9 below).
8. Add New: Article VI. A. **5. Field trip drivers (with or without layover) will be paid \$15.00 per hour or current driver rates if less than \$15.00. Drivers working in bus aide positions will be paid the regular driving rate.**

9. Effective July 1, 2011 Article VI. K. 2. a. shall be revised as follows:

The holidays for the bargaining unit are those listed:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

December 27, 28, 29, 2011 (for employees hired before July 1, 2008 only)

December 26, 27, 28, 2012 (for employees hired before July 1, 2008 only)

December 26, 27, 30, 2013 (for employees hired before July 1, 2008 only)

New Year's Eve Day

New Year's

Good Friday

Monday following Easter

Memorial Day

Independence Day (for those employees working in the summer)

Note: Mechanics will lose 3 holidays (MLK Day, Friday before Memorial Day and the same December holiday as drivers)

10. Effective July 1, 2011, delete Article VI. L. 1. a. stating the following:

Time and one-half (1½) will be paid for the following reasons:

a. ~~Work performed in excess of eight (8) hours a day.~~

Add L.5. All Monday through Friday OT is subject to the OT ten (10) restrictions as follows: Drivers whose accumulated overtime exceeds the average accumulation of OT by ten (10) hours will not be given OT work unless it is going to a substitute driver. This includes all Monday through Friday emergency work and field trips.

11. Effective July 1, 2011, Article VI. R. 7. A. add two additional time blocks: **6:30 & 2:15.**
12. Effective July 1, 2011, Article VI. T. shall be revised as follows:
When there are no stand-by or substitute drivers available, drivers who are required to work an extra assignment before or after their scheduled time block/bracket will be paid an additional **one hour** ~~two hours~~. Dispatch will inform the drivers of whether or not they qualify for the additional **one hour** ~~two hours~~ prior to being given the assignment.
Subject to OT ten (10) guidelines.
13. **ADD: Article VII. E. 3. c. 3) Any driver performing a mid-day run not included in a basic assignment will be paid a minimum of one (1) hour.**
14. Article VII. E. 7. b. If management claims that a new situation has arisen that would necessitate ~~exchanging~~ **reassigning** portions of ~~two~~ a drivers' a.m. or p.m. basic assignments, the following steps will be taken.

15. Effective July 1, 2011, Article VII. E. 11. a. 3) and 4) shall be revised as follows:
 - 3) Drivers whose acceptance will cause them to exceed eight (8) hours and seven (7) minutes per day including field trips, and whose accumulated overtime does not exceed the average accumulation of overtime by **ten (10)** ~~twenty (20)~~ or more hours.
 - 4) Drivers whose acceptance will cause them to exceed eight (8) hours and seven (7) minutes per day **including** field trips, and whose accumulated overtime exceeds the average accumulation of overtime by **ten (10)** ~~twenty (20)~~ or more hours.

16. Effective July 1, 2011, Article VII. G. 1. shall be revised as follows:
 1. General Provisions
 - a. Only certified regular bus drivers who are employed by the District and are members of the bargaining unit will be assigned to work field trips. The ~~only~~ **following** exceptions will apply:
 - 1) **When the processor or supervisor cannot assign a refused or emergency trip or a portion thereof to a member of the unit or**
 - 2) **All one way/drop-off only field trips occurring on a regularly scheduled school day between 2 p.m. and 5 p.m. will be given to a substitute driver.**

17. Effective July 1, 2011, Article VII. G. 2. c. shall be revised as follows:
 - 1) Change ~~twenty (20)~~ to **ten (10)**.
 - 2) **ADD: A driver whose accumulated overtime exceeds the average accumulation of overtime by ten (10) or more hours will not be given a trip.**

18. Effective July 1, 2011, Article VIII K. 2. a. shall be revised as follows:
 - a. Drivers who have successfully served the first two weeks of a school year will be credited with **twenty-five (25)** ~~fifty (50)~~ hours of sick leave (5 hours x ~~5~~ **10** days). After the bumping meeting, the **twenty-five (25)** ~~fifty (50)~~ hours will be adjusted based on the number of work hours in a driver's permanent assignment for that year. The number of hours will be determined by multiplying their daily assigned hours by **five (5)** ~~ten (10)~~.

19. Effective July 1, 2011, Article VIII L. first sentence shall be revised as follows:

All employees regularly employed by the Board shall be granted **one (1)** ~~three (3)~~ Personal Business Days per year, to handle the affairs which cannot be arranged or handled at a time other than during the regularly scheduled workday.

20. Effective July 1, 2011 Article VI B. Vacation Allowances shall be revised as follows:
 - a. Employees hired before July 1, 2008 shall be entitled to vacation pay or days in accordance with the following schedule:

After 1 year – **4** ~~8~~ days
After 5 years – **6.5** ~~13~~ days
After 10 years – **8.5** ~~17~~ days
After 14 years – **10** ~~20~~ days
After 20 years – **10.5** ~~21~~ days

b. Employees hired on or after July 1, 2008 shall be entitled to vacation pay or days in accordance with the following schedule:


After 1 year – ~~2.5~~ 5 days

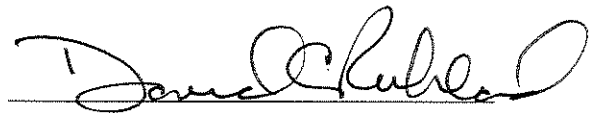
After 5 years – ~~4~~ 8 days

After 10 years – ~~6~~ 12 days

After 15 years – ~~7.5~~ 15 days

21. In lieu of the concessions contained in this Agreement, the Board agrees to continuously employ members of the Association during the life of the agreement between the parties.
22. It is understood that the concessions contained in this Agreement were made to allow members of the Association to maintain their employment with Farmington Public Schools.
23. The Association will hold a ratification meeting as soon as possible and will notify the School Board, in writing, of the results of the ratification meeting. The School Board will ratify as quickly as possible.


Kimberly Ganzeveld, President
Farmington Transportation Association


David Ruhland, Asst. Superintendent
Farmington Public Schools


Laurie Moore, Executive Director, 7-G MEA/NEA