

AGREEMENT

BETWEEN

THE IDA PUBLIC SCHOOLS

AND

**THE IDA PUBLIC SCHOOLS
BUS DRIVERS and BUS AIDES**

2024-2027

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ARTICLE I

AGREEMENT

This agreement is entered into commencing on August 13, 2024, and terminating on June 30, 2027, between the Ida Public Schools (Employer) and the Ida Public Schools Bus Drivers (Drivers) and Bus Aides (Aides).

ARTICLE II

EMPLOYEES COVERED

This agreement shall cover all persons hired by the Employer for the purpose of transporting students on the bus fleet owned and maintained by the Ida Public Schools, including the Lift Bus Driver, the Lift Bus Aide, and the Special Education Drivers and the Special Education Bus Aides.

Excluded shall be all temporary, substitute, and supervisory personnel engaged in the transportation program of the employer.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Employer retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education, on behalf of the Employer, as stated in the Board of Education policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected in full force and effect unless specified otherwise within the provisions of this Agreement unless and until changed by the Board. Any additions hereto, subtractions there from, or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected and in full force and effect unless specified otherwise within the provisions of this Agreement unless and until changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the Employer shall be exercised exclusively by the Employer either as to the taking of such action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

2. Continue its rights of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change and work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign job-related work or extra duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, and processes of carrying on the work.
 5. Adopt reasonable rules and regulations.
 6. Determine the uniform qualifications of employees. Included shall be a determination of physical conditions as per the requirements of any state or federal law.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, building, departments, division or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
 8. Determine reasonable rules and regulations concerning discipline of employees.
 9. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 10. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations.
 11. Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.
 12. Determine the policy affecting the selection or training of employees.
- B. The exercise of the foregoing power, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.
- C. The listing of specific management rights in this agreement is not intended to be, nor shall it be a restriction upon, or a waiver of any rights of management not listed and specifically surrendered within the specific provisions of this Agreement herein whether or not such rights have been exercised by the Board in the past.

ARTICE IV

REDUCTION IN PERSONNEL

A. In the event the Employer determines it is in their best interest to reduce the number of regular routes, including special education, and employees in the Drivers unit, lay-off shall be by District seniority.

B. Seniority

For the purpose of seniority rights, in the event that two or more bus drivers have the same hire date, seniority will be determined as follows:

1. The driver that has been a substitute bus driver the longest. If that date is the same, then their seniority will be determined by:
2. The last for digits of the bus drivers social security number. Numerical sequence will result in the bus driver having the higher seniority. (Example: 1234 would result in higher seniority over 2345)

ARTICLE V

SICK LEAVE

A. Sick Leave – The bus driver/aide will be given five (5) days of sick leave per semester. Based on the number of regular hours in a normal work day.

The number of sick days not used may accumulate to the equivalent of the number of regular hours in 130 days.

Definition of utilizing sick leave:

1. Personal illness
2. Sick leave may be used for the serious illness of a member in the immediate family which required the presence of the employee. The number of sick days which may be used for this purpose shall not exceed a total of ten (10) days per year for the employee's spouse, children, parent (defined as foster, natural, or adoptive), mother-in-law, father-in-law, or others residing in the household. The Board may require a doctor's statement to verify that the family member's condition is serious and that the presence of the employee is required.
3. A maximum of three (3) days with pay not chargeable against the employee's sick leave shall be granted for the death in the immediate family (defined as spouse, siblings, step-siblings, children, parent-natural, step, foster or adoptive, grandparents, grandchildren, in-laws or others residing in the household). Additional days, charged against sick leave may be granted by the Superintendent of Schools.

4. The District will permit the use of four (4) sick days for the non-work/unpaid days due to Spring Break and Christmas Break. Employees may use a maximum of two (2) days for each Break. The use of sick hours will be equivalent to current bid hours.
5. *Personal Day – Two (2) day absence each year deducted from sick leave, for personal and/or legal matters which can be transacted only during the time the drivers would be driving. Permission for those days must be secured from the Transportation Supervisor or the Superintendent **in writing prior to using the day**, in accordance with the personnel leave request form. Examples:
 - a. Funeral – other than family
 - b. Sick leave – other than family
 - c. Business that can't be done outside of working hours
 - d. Legal matters with an attorney
 - e. Home or house emergency*Does not include matters relative to recreation or other employment.

B. Money allotment on unused Sick Leave Days, for any driver quitting or retiring after a minimum of ten (10) full calendar years of service in the bus driver's bargaining unit:

1. \$6.00 per day upon quitting.
2. \$12.50 per day upon retiring, or 10% of drivers last year's salary, whichever is greater, when having attained the age of 55.

ARTICLE VI

DELAY IN OPENING/BREAKDOWN

Drivers will receive their down-time rate for the actual time they wait to begin their route when delayed by inclement weather as directed by the Employer.

In the event of mechanical failure or accident or other delay beyond the control of the driver, drivers will receive down-time for the delay (to nearest one-half hour).

ARTICLE VII

SNOW DAYS

- A. Drivers will receive regular pay for the days they actually drive. Drivers will not be paid on days when school is closed except as noted below:
 - 1. On days when school is closed for inclement weather without delay, drivers will receive their regular pay until Act of God hours for the district are used up.
 - 2. After Act of God hours for the district have expired and school is delayed and then closed, drivers will receive only down-time pay.
 - 3. On days when school is delayed and then the school is closed, drivers will receive down-time pay and regular pay until Act of God hours for the district are used up.
 - 4. Employees will be required to work any rescheduled days for pay.
 - 5. These provisions will not result in a loss of work days for bus drivers as long as the District receives full State-Aid in the given year.

ARTICLE VIII

EXTRA TRIPS

- A. All trips will be paid a one hour minimum drive time in addition to down-time for all additional time of the trip.
- B. All drivers that have additional jobs paid by Ida Public Schools will have to monitor their hours to know if taking a trip will put them into overtime with Ida Public Schools. If a trip selection will put a driver into overtime, they will have to pass the first time through in trip selection until all drivers have had an opportunity to select a trip once and trip selection returns to them.
- C. Meal Allowance
 - 1. Trip – 5 to 10 hours - \$10.00
*should trip start 30 minutes or less after the completion of the drivers route – driver will be paid \$10.00 from the start.
 - 2. Trip 10 hours and over \$18.00
- G. All extra trips will have an adult on the bus before the bus leaves, unless agreed upon with the driver.
- H. The District reserves the right to determine if Ida bus transportation is needed for any extra trips including co-curricular activities and extra-curricular activities.
- I. Drop and returns will be paid a minimum of two (2) hours drive time.

- J. In the event a trip is canceled at the last minute, the driver has arrived at school for the trip, and/or the driver cannot get here for their regular bus route the driver will receive one and half (1.5) hour drive time. In the event that the driver had to miss their regular bus route, and the substitute bus driver returns to campus before the trip bus leaves due to an error of departure time, the driver must show proof of the departure error and will be paid one and half (1.5) hour for the missed bus route.

ARTICLE IX

ROAD TESTS/IN-SERVICE/CHAUFFEURS LICENSE/PHYSICAL EXAMS

- A. All drivers will be paid hourly at the driving rate, for road testing pertaining to the requirements of their driver's license, as established by the State of Michigan.
- B. Drivers and aides attending In-Service meeting authorized by the Board of Education will receive the meeting rate for their hour(s) of participation. This does not include the travel time to and from the In-Service meeting.
- C. The Employer will pay the difference between the regular and the chauffeur's license. In the event license fees increase, the Board of Education will pay the actual cost of the additional endorsement necessary to operate a school bus over a standard operator's license.
- D. The Employer requires each driver to submit to a physical examination, meeting D.O.T. specifications, by a provider of the Employer's choice and the Employer's expense. The driver shall receive two hours minimum down-time rate of pay for the time of the physical examination.
- E. DRUG/ALCOHOL RANDOM TESTING – When a driver is randomly selected to provide a D.O.T. drug/alcohol sample, he/she will receive two hours down-time rate of pay for the time of the test.

ARTICLE X

LONGEVITY

Longevity payments will be paid on the first payroll in December, on an annual basis. December 15 will be the annual date used to measure an individual employee's years of continued service.

After:

5 years	7 years	10 years	15 years	20 years	25 years
\$200	\$350	\$450	\$550	\$750	\$1000

PAID HOLIDAYS

A. The Board will pay the normal day's pay for the following nine (9) holidays, even though no work is performed by the employee:

1. Thanksgiving Day
2. Friday after Thanksgiving Day
3. Christmas Eve
4. Christmas Day
5. New Year's Eve
6. New Year's Day
7. Good Friday
8. Memorial Day
9. Monday after Easter*

*If students are not in session.

ARTICLE XI

YEAR ROUND TRANSPORTATION

A. Year Round Transportation

1. Any Bus driver/Aide driving full time 12 months out of the year shall receive 2 weeks paid vacation and an additional personal day. Vacation pay is determined on the hours working and pay rate at the time vacation is taken. This vacation is to be taken during the two week period that the Monroe County Intermediate School District is closed. The Bus driver/Aide working in this position must have worked in this position for one year before receiving this benefit. The date will be determined as of the date starting in this position.
2. When year-round transportation is needed the administration will determine if aide services are needed.
3. Any Bus driver/Aide shall receive one sick day per month worked. The administration will determine when summer transportation is needed.

ARTICLE XII

Guidelines for Conflict Resolution
In
Implementation of the Master Agreement
Between the
Ida Public Schools Board of Education
And the
Ida Public Schools Bus Drivers Unit

- Step I: A driver believing there has been a violation of the terms of the agreement shall within five (5) working days informally discuss their concerns with the Transportation Director. The Transportation Director shall have an additional five (5) working days to respond to the concern.
- Step II: If no satisfactory resolution is achieved at Step I, the driver shall have the next five (5) working days to reduce the concern to writing and submit it to the Superintendent of Schools or his designee. The Superintendent of Schools shall have ten (10) working days to render his decision.
- Step III: If no satisfactory resolution is achieved at Step II, the driver shall present the concern to the Board of Education at a mutually agreed upon, regularly scheduled meeting. The decision of the Board shall be final.
- NOTE: In the event the above timelines fall during the summer vacation, the term 'working days' shall be interpreted as Monday through Friday, exclusive of legal holidays.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. All employees will receive their pay by direct deposit.
- B. An emergency manager appointed by law may reject, modify or terminate this Agreement as provided by law.
- C. If the Ida Public Schools' fund equity level is less than 5% of gross revenue then, at that time, the bus drivers agree to reopen the contract to negotiate wages only.
- D. If a bus driver is referred to the sleep center during their routine physical then the Board will pay up to \$500 toward the one night sleep study test. If medical costs increase beyond the \$500 limit then the employee will be responsible for the additional costs. Furthermore, if a bus driver is diagnosed with sleep apnea then the driver is responsible for the costs of additional sleep study tests or other medical costs that may be needed to maintain their CDL license.

- E. All time under this contract for sick leave, jury duty, and lost time due to work connected injury shall be counted as time worked for the purpose of computing overtime.
- F. This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Ida Public Schools Bus Drivers and Bus Aides. All matters or subjects not herein covered have been satisfactorily adjusted or waived by the parties of the life of this Agreement. This contract is subject to amendment, alterations, or additions only by a subsequent written agreement.

APPENDIX A

A.

		2024-2025	2025-2026	2026-2027
All Drivers	Hourly	22.50	23.18	23.88
Bus Aides	Hourly	16.07	16.55	17.05
Down Time	Hourly	12.89	13.28	13.68
Meetings / PD	Hourly	16.07	16.55	17.05

- General Education drivers will be paid a minimum of one and half (1.5) hours per route (AM/PM).
- Special Education drivers will be paid a minimum of two (2) hours per route (AM/PM).

B. Delayed Bus Routes

For all delayed bus routes due to a driver shortage, the driver must clock in and clock out for the additional route.

C. Dry Runs

All drivers will be paid a minimum one hour drive time to do a dry run of a route before the school year begins, when starting a new route, or significant route changes occur.

D. Bus Cleaning

Bus Cleaning will be paid five (5) hours at the down-time rate for bus cleaning and preparation during the week preceding the opening of school in the fall. This will be paid only after inspection and authorization by the Transportation Director.

E. Clothing Allowance

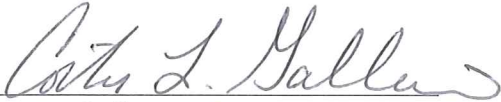
\$50 per year – paid on the first payroll date in December with Longevity.

F. Jury Duty

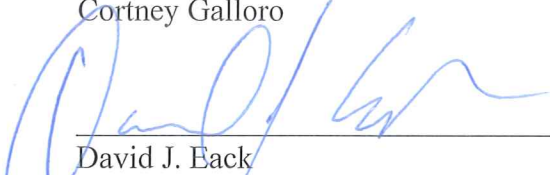
If an employee is called for jury duty, he/she will receive their regular salary during the service less the amount received for this jury duty.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

For the Board of
IDA PUBLIC SCHOOLS,



Cortney Galloro



David J. Eack

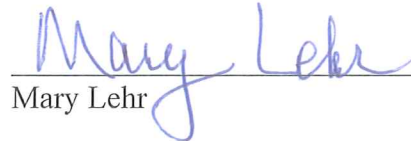
8-15-24

Date

For the Drivers of
IDA PUBLIC SCHOOLS,



Lukas Setzler



Mary Lehr

8-15-24

Date