

AGREEMENT

between

THE IDA PUBLIC SCHOOLS

and

THE IDA PUBLIC SCHOOLS BUS DRIVERS

2011-2014

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ARTICLE I

AGREEMENT

This agreement is entered into commencing on July 1, 2011, and terminating on June 30, 2014, between the Ida Public Schools (Employer) and the Ida Public Schools Bus Drivers (Drivers).

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, Special Education Drivers, and the Co-operative Driver.

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 of 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.

ARTICLE IV

REDUCTION IN PERSONNEL

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

ARTICLE V

SICK LEAVE

- A. Sick Leave – Number of regular runs in a normal work day/per month worked (accumulation to the equivalent of the number of regular runs in 130 days) will be earned by any bus driver/aide.

Definition for utilizing sick leave:

1. Personal illness
2. Sick leave may be used for the serious illness of a member in the immediate family which requires 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 death in the immediate family (defined as spouse, siblings, children, parent-fraternal, 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. 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 run 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.

ARTICLE VIII

EXTRA RUNS/WHEEL

- A. When the site of the extra run is 30 miles or less from Ida, drivers will be paid the driving rate for the first hour and down-time for the remainder of the trip.
- B. Actual driving time will be paid for trips wherein the school or destination is 30 miles, or greater, from Ida. Times will be rounded off to the nearest 15 minutes. All times will be figured by doubling the mileage of the trip to the site of the athletic contest, band event, etc. (Note: With unusual circumstances the return rate will be adjusted with your supervisor=s approval.)
- C. All drivers must be driving one school year before going on the wheel for extra trips. The wheel will be set up only at the beginning of each school year. In case of an emergency a qualified driver may be asked to drive.
- D. If a driver on the wheel misses three (3) consecutive times without a good reason, the driver will be taken off the wheel.
- E. Meal Allowance
 - *1. Trip - 5 to 10 hours - \$8.00
*should trip start 30 minutes or less after the completion of the drivers P.M. run - driver will be paid \$8.00 from the start.
 - 2. Trip 10 hours and over - \$16.00
- F. If there is a question on whether there is one (1) bus going or two (2) going out, the second bus should be put on the emergency.
- G. A letter will be sent out to coaches and chaperones at the beginning of every school year.
- H. All extra trips will have an adult on the bus before the bus leaves, unless agreed upon with the driver.
- I. The District reserves the right to determine if Ida bus transportation is needed for any extra runs including co-curricular activities and extra-curricular activities.

ARTICLE IX

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

- A. All drivers will be paid for two (2) hours 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 attending In-Service meetings authorized by the Board of Education will receive the down-time rate for their hour(s) of participation, (minimum of two hours pay per In-service). 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 at the Employer's expense. The driver shall receive two hours 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.
- F. Drivers will receive an annual stipend of \$50.00 in recognition of their attendance at bi-weekly staff meetings. (To be paid with Longevity on the first pay in December.)

ARTICLE X

LONGEVITY

Longevity payments will be paid on the first payroll in December, on an annual basis. December 18 will be the annual date used to measure an individual employee's years of continued service.

After:

5- Years	7- Years	10- Years	14- Years	20- Years	25+ Years
\$50	\$75	\$100	\$125	\$175	\$200

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.

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 any bargaining unit receives a salary increase over the term of this agreement then the bus drivers will also receive the same increase (by percent).

APPENDIX A

A.

		2011/12	2012/13	2013/14
Regular Bus/ Co-op	(run)	\$25.39	\$25.39	\$25.39
Kindergarten (eliminated 2009)	(run)			
Lift Bus/Spec. Ed. Driver	(per hour)	\$14.66	\$14.66	\$14.66
Lift Bus Aide	(per hour)	\$ 10.86	\$ 10.86	\$ 10.86
Fueling/Maintenance Allowance		\$ 2.50	\$ 2.50	\$ 2.50
Down time	(per hour)	\$ 10.57	\$ 10.57	\$ 10.57

B. No Absences Pay

\$75 will be paid to the drivers who at the end of the school year have missed no days of driving.

C. Fueling Allowance

In regards to the daily fuel and maintenance allowance:

1. No regular driver is to receive this daily stipend when they are absent, due to sick leave, unpaid leave, etc.
2. The Board does realize that any driver on an extra-curricular trip will receive the daily afternoon stipend though they did not complete their regular afternoon run, and also during any non-school day. When any regular driver is assigned a vehicle that is not like their own (etc., the van, or mini-bus, or truck), that driver will be paid an additional maintenance for the third maintenance for that day. It will be the driver's responsibility to keep track and record on their trip slip this additional maintenance for the day.
3. Fueling allowance will include substitute drivers', however; substitute drivers will

not get an increase in pay or maintenance for this contract. Their rate will stay at \$24.64 per run and \$1.75 per maintenance.

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,

For the Drivers of
IDA PUBLIC SCHOOLS,

Ed Wylie

Suzanne Ackerman

Ed Wylie

Suzanne Ackerman

Richard Carsten

Penny Gordon

Richard Carsten

Penny Gordon

7/27/11

7/27/11

Date

Date

