

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS**

**AND**

**LOCAL 517M OF THE SERVICE EMPLOYEES**

**INTERNATIONAL UNION**

**UNIT 65**

**BUS DRIVERS**

**September 1, 2018**

**Thru**

**August 31, 2022**

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**ARTICLE I**  
**AGREEMENT**

This Agreement entered into this first day of September, 2018, by and between the BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS, Wayland, Michigan, hereinafter called the “Employer” or the “Board”, and the SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter called “S.E.I.U.” or “Union,” through its local affiliate, Local 517M, S.E.I.U., Unit 65.

**ARTICLE II**  
**PURPOSE**

**Section 1.** This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

**Section 2.** The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

**Section 3.** The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

**ARTICLE III**  
**RECOGNITION**

**Section 1.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all regular bus drivers, but excluding all other employees, including the following: supervisors; substitute drivers; substitute summer and student employees; mechanics; employees covered by CETA and other federal or state externally funded programs except that, such externally funded employees shall, if

required by law, be covered by this Agreement and/or represented by the Union, to the extent required by such law.

**Section 2.** Unless otherwise indicated, the term “Employee” when used hereinafter in the Agreement shall refer to members of the above-defined bargaining unit.

## ARTICLE IV

### EXTENT OF AGREEMENT

**Section 1.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

**Section 2.** Any individual contract between the Employer and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**Section 3.** 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 the 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 the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Although such subjects and matters need not be collectively bargained, both the Employer and the Union agree to discuss them at the conferences described in Section 4 of this Article.

**Section 4.** Subject to the preceding Sections of this Article, special conferences for important matters will be arranged between the Union president or his designee and the Employer’s designated representative upon the request of either party.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that the Employer has the responsibility and the authority to manage and direct all of the operations and activities of the District to the full extent authorized by law, that all of the rights and powers that the Employer had prior to the execution of this Agreement are retained by the Employer, and that nothing in this Agreement shall be deemed to limit or control the exercise of the same unless, and only to the extent, they are expressly and specifically limited by this Agreement.

These rights and powers, include, but are not limited to: the rights to hire, direct, assign, recall, demote and promote employees; to reprimand, suspend, and discharge employees for just cause; to lay off employees for lack of work or other legitimate reason; to reduce the work day or work week or effect reductions in hours by combining layoffs and reductions in workday or work week; to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; to determine the qualifications and competency of employees to perform available work; to change and eliminate job classifications; to establish new classifications and the work content of existing classifications; to maintain discipline, order and efficiency of employees; to plan for and manage its affairs efficiently and economically, including the determination of the quantity and quality of service to be performed; to determine the number of employees assigned to any operations, to determine the labor requirements of the District and to determine and adjust the size of the work force and to determine and adjust the schedules of work, including bus schedules; to determine and adjust the means, methods and procedures of work and to introduce new and improved means, methods and procedures and eliminate existing means, methods and procedures; to discontinue any service, function or operation; to establish, revise and maintain and enforce work standards.

**Section 2.** Except as otherwise provided herein, all reasonable rules, regulations, policies, procedures, and practices of the Employer shall remain in full force and effect and may be changed, updated and supplemented from time to time, provided that they do not conflict with an express limitation in this Agreement. It is specifically understood, without limiting the generality of the foregoing, that the Employer shall have the right to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining safety, discipline, security, efficient and/or effective operations. The

Employer shall make the employees aware of new or modified rules and regulations prior to implementation. The rules and regulations shall not limit the Employer's right to discipline or discharge employees under appropriate circumstances, whether or not the cause for such action is addressed in said rules.

**Section 3.** As is presently the case, supervisory personnel and other employees of the Employer not included in the bargaining unit represented by the Union may perform any work, including work ordinarily done by members of the bargaining unit represented by the Union. However, this Section is intended to provide for temporary or occasional relief and will not be used to displace bargaining unit employees with non bargaining unit employees.

**Section 4.** The Employer's right to transfer employees will be exercised in accordance with the following: a) If the transfer occurs in connection with a layoff situation, the procedures set forth in the last paragraph of Section 2, Article XII, Layoff and Recall, will be observed. b) In all other cases of transfer, the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

## **ARTICLE VI**

### **UNION RIGHTS AND SECURITY**

**Section 1.** The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- a) The Union and its members shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises.
- b) Bulletin Boards and School Mails. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material.
- c) Union Representatives. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal

school operations or an employee's assigned duties. Upon entering school buildings, Union representatives will notify the appropriate building administrators of their presence.

d) Union Representation. Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

e) The Employer agrees to furnish to the Union in response to a reasonable request from time to time, all available information of a public nature concerning the financial resources of the District and such other information of a public nature as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process grievances or complaints.

**Section 2. Union Leave.** The Employer shall provide up to 32 hours per contract year (July 1 through June 30) of released time for the handling of Union business during the affected employee's regular work hours. The use of such released time must be approved in advance by the local president. The affected employee's absence from work shall be in increments of half days and full days with four hours or less constituting a half day and more than four hours constituting a full day. The Employer shall be given reasonable advance notice of any such absence from work. Not more than two employees may be absent at any time. If the Employer obtains a substitute, the Union shall reimburse the Employer at the substitute's rate of pay.

## ARTICLE VII

### NO DISCRIMINATION

**Section 1.** The Employer and the Union agree that neither will discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, physical characteristics or marital status. A claimed violation of this Article may be the subject of a grievance, but shall not be arbitrated without the Employer's consent. However, to expedite grievance processing, any grievance which alleges a violation of this Section shall be initially filed at Level Two of the grievance.

**Section 2.** References in this Agreement to the masculine gender are for convenience only, and apply equally to the feminine gender.

## ARTICLE VIII

### DISCIPLINE AND EMPLOYEE RIGHTS

**Section 1.** No employee shall be disciplined without just cause. Work rules have been issued. If the Employer decides to change or add to the rules in the future, the change or addition will be posted and a copy provided to the Union. If the Union believes that the change or addition is unreasonable, the issue of reasonableness shall be subject to the grievance and arbitration procedure.

**Section 2.** An employee shall be entitled to have present a representative of the Union during any disciplinary action when such action will become part of the employee's personnel file. When a request for representation is made, no action shall be taken with respect to the employee until such representative is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

**Section 3.** Any formal complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.

**Section 4.** It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining employees:

- a) Verbal Warning. This verbal warning shall be documented with the date and the topic. The document shall be signed by the employee before being placed in the employee's personnel file and a copy provided to the employee.
- b) Written reprimand, accompanied by a plan of improvement, will be provided by supervisor. Signed by employee before being placed in his/her personnel file.
- c) Suspension without pay.
- d) Dismissal.

Further, it is agreed and understood that there may be a combination or acceleration of such steps in a serious case.

## ARTICLE IX

### PEACEFUL RELATIONS

**Section 1.** Continuous and uninterrupted operations by the District and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of disputes and grievances being essential considerations of this Agreement, it is agreed that the Union and its members, individually and collectively, will not, during the terms of this Agreement call, permit, sanction, take part in, or assist in: (a) any strike, sympathetic or otherwise, including work stoppages, or slow downs; (b) honoring of any picket line or strike by any other Union, organization or individual against the District, unless the reason for honoring the picket line is serious and imminent physical danger, in which event the employee shall have the burden of proving the actual existence of such danger.

**Section 2.** The Employer shall have the absolute right to discharge or otherwise discipline any individual employee or group of employees who violate Section 1 of this Article. Such discipline may be grieved and arbitrated, but the arbitrator shall have no authority to mitigate or reduce the discipline unless the arbitrator finds that there was no violation of Section 1. If such a violation occurred, then the grievance must be denied in its entirety. If the violation did not occur, then (and only then) may the arbitrator fashion an appropriate remedy.

**Section 3.** In the event there is an alleged violation of Section 1 of this Article, the Union shall immediately inform every employee in writing, with a copy to the Employer, that such activity is unauthorized by the Union, that such activity is in violation of this Agreement, and that such activity in and of itself, is cause for discharge as defined in Section 2 above.

## ARTICLE X

### GRIEVANCE PROCEDURE

**Section 1.** A grievance shall be an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement. It is expressly understood that, if the application or enforcement of a Board policy or regulation causes such alleged violation of a term of this Agreement, the application or enforcement of such policy or regulation may be challenged by a grievance.

**Section 2.** The Union shall designate a representative to handle grievances. The Employer hereby designates the applicable Supervisor, or his designee, to act as its representative at Level One as hereinafter

described, and the Superintendent, or his designated representative, to act at Level Two as hereinafter described.

**Section 3.** The term “days” herein used shall mean business working days.

**Section 4. Level One:** An employee, group of employees, or the Union, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement, shall, within twenty (20) days of its alleged occurrence, orally discuss the matter with the Supervisor in an attempt to resolve same. The supervisor shall provide his/her response within three (3) days of the discussion. If the supervisor’s response does not satisfactorily resolve the grievance, the Union may proceed to Level Two.

**Section 5. Level Two:** A written grievance shall be filed with the Superintendent within five (5) days from the date of the Supervisor’s response. Within five (5) days of receipt of the grievance, the Superintendent, or his designated representative, shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Such meeting shall be held no later than five (5) days from the date the grievance is submitted to the Superintendent. Within five (5) days of the meeting, the Superintendent, or his/her designated representative, shall render his decision in writing, with the disposition of the grievance, transmitting a copy of the same to the grievant and the Union representative, and place a copy of same in a permanent grievance file in the office of the Superintendent.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, or his designated representative, with the Secretary of the Board within fifteen (15) days of the receipt of the Superintendent’s written decision. The grievance will be placed on the agenda of the next Board meeting as long as it is submitted not less than seven (7) days prior to the next regularly scheduled Board meeting.

**Section 6. Level Three:** Upon proper application as specified in Level Two, the Employer shall allow the employee, or his Union representative, an opportunity to be heard at the Board meeting for which the grievance is scheduled. Within fifteen (15) days from the hearing of the grievance, the Employer shall render its decision in writing. The Employer may hold future hearings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that in no event,

except with expressed written consent of the Union, shall final determination of the grievance be made by the Employer more than fifteen (15) days after the initial meeting.

**Section 7.** The number of days indicated at each level may be waived by mutual written consent of the Employer representative and the grievant/Union.

**Section 8.** All grievance procedures and investigations by the Union will be processed during times which do not interfere with assigned duties.

**Section 9.** Any individual employee, at any time, may present a grievance to his Employer and have the grievance adjusted without intervention of the Union representative, if the adjustment is not inconsistent with the terms of the Contract or Agreement then in effect. The Union representative will not be denied the opportunity to be present at such adjustment.

**Section 10.** Back pay adjustments, where applicable, will be limited to the date the alleged violation occurred, and to the amount actually lost, with deduction of all sums earned, or which, by the exercise of reasonable diligence, would have been earned during the back pay period. The Employer will have no liability for any special compensation claim.

**Section 11.** The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he presently has, provided that, if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

**Section 12.** In the course of investigation of any grievance, representatives of the Union will report to the principal or other Supervisor of the building being visited and state the purpose of the visit immediately.

**Section 13.** Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.

**Section 14.** The enclosed written grievance form shall be mutually agreed upon and must be used by the Employer and the Union. A reasonable supply of the forms shall, at the beginning, be supplied to the Union. All persons involved in the grievance shall have a copy of the grievance form.

**Section 15.** If the grievance is not settled as a result of such final determination by the Employer, the Union shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken by written

notice given to the other party within fifteen (15) days from the date the Employer's final answer is given. If the parties cannot agree upon such arbitrator within ten (10) days after the notice is given, then they shall select such arbitrator in accordance with the rules of the American Arbitration Association.

**Section 16.** It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

a) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or Union, nor shall the arbitrator exercise any responsibility or function of the Employer or of the Union. The decision of the arbitrator shall be final and binding on both parties.

b) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

c) No decision in any one case shall require a retroactive adjustment in any other case.

d) The Arbitrator shall have no power to establish salary scales.

**Section 17.** The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Employer shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible.

**Section 18.** Notwithstanding the expiration of this Agreement, any claim or grievance arising and properly filed thereunder may continue to be processed through the grievance procedure until resolution.

**Section 19.** If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so.

**Section 20.** If any employee for whom a grievance is sustained is found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he is found

to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

**Section 21. Expedited Arbitration.** The Union, with the prior written consent of the Employer, may process a grievance via the expedited grievance procedure outlined as follows:

- a) The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.
- b) If the dispute is still not resolved to the Union's satisfaction within seven (7) days of the initial hearing between the Superintendent or his/her designee and the Union, as above described, the Union may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.
- c) Except as provided otherwise in this Section 21, expedited arbitration shall be subject to all of the provisions of this Article

## **ARTICLE XI**

### **SENIORITY**

**Section 1. Probationary Employees.** New employees shall be considered as probationary employees for their first ninety (90) calendar days worked in the classification. There shall be no seniority among probationary employees. Probationary employees are employed at the will of the Employer and they may be discharged at any time in the Employer's sole discretion, and the employee shall have no recourse through the grievance procedure. The Employer shall have no responsibility to recall or re employ any probationary employee laid off or discharged during his probationary period. After completion of the probationary period, employees shall be entered on the seniority list from the first day worked by them in their present classification after their latest date of employment with the Employer. (ex: route assigned Sept 1, off probation Dec 1, date of seniority now Sept 1.)

**Section 2. Definition of Seniority.** Seniority is defined as length of continuous service in the bargaining unit since the employee's entrance into the unit. As between employees hired on the same day, seniority shall be determined by the employee's most recent application date.

**Section 3. Seniority Lists.** No later than thirty (30) days following the ratification of this Agreement, and by December 1, thereafter, the Employer shall prepare a current seniority list. All seniority employees will be ranked on the list. The seniority list will be posted in a conspicuous location in each building, and a copy provided to the Union president.

It shall be the responsibility of the Union and of the employees to check any such posted seniority list and to notify the Superintendent in writing of any error contained therein within ten (10) work days from the date the list was given to the local president. Disputes as to the correctness of seniority shown on the list shall be subject to the grievance procedure herein, if not amicably resolved.

The Employer shall be entitled to rely on such posted lists. If the Employer is not notified of the existence of an error within the ten (10) work days provided above following the delivery of the seniority list, the Employer shall incur no liability for any erroneous uses of seniority. If the Employer has been notified of an alleged error, the Employer nonetheless may use the seniority list, subject, however, to grievance and arbitration over the correctness of its actions.

**Section 4. Termination of Seniority.** Seniority and other benefits covered by this Agreement, and the employment relationship, will be terminated for the following reasons:

- a) If the employee voluntarily quits or retires;
- b) If the employee is discharged for cause;
- c) If the employee is absent for any cause from work for more than three (3) working days without notifying his Supervisor, unless he has a valid excuse for such failure to give notice;
- d) If the employee fails to return to work after expiration of a leave of absence or vacation leave, unless he has a valid excuse for such failure;
- e) If the employee fails to return to work after recall within ten (10) days after receiving notice of recall, unless he has a valid excuse for such failure.
- f) If the employee has been on displacement layoff from the District for a period of three (3) years or his/her length of service at the time of layoff, whichever is greater, and has not been recalled to a bargaining unit position.

g) If the employee violates a restriction of a leave of absence, or gives a false reason for obtaining a leave of absence or works for remuneration while on approved leave of absence unless such work for remuneration is done with the prior written consent of the Employer.

h) If the employee makes any false representation, whenever discovered, relating to his physical condition which bear on his physical suitability for employment, or any false representation, whenever discovered, on his employment application.

A "valid excuse" for the purpose of item (c) shall consist only of an accident or sickness making it impossible for the employee to have notified his Supervisor within the stated period; and for the purposes of items (d) and (e) shall consist only of an accident, sickness or traveling distance making it impossible for the employee to return at the stated time, providing the employee notifies his Supervisor of this reason at the earliest possible date.

**Section 5.** When a temporary or substitute employee is assigned to replace a regular employee for 60 consecutive work days, he/she will then become eligible to receive benefits. These benefits will continue only as long as the assignment continues. This section is not intended to have any effect upon the employee's seniority or seniority status, which are controlled by other applicable provisions of this agreement.

**Section 6.** An employee shall continue to accrue seniority for the first six (6) months of leave.

## ARTICLE XII

### LAYOFF AND RECALL

**Section 1.** Layoff shall include: a) the displacement of an employee, and b) a reduction of twenty five percent (25%) or more in an employee's scheduled available work. A layoff may result from lack of work, economic considerations, or other reasons that in the estimation of management require reductions in the workforce or in the amount of work to be performed or in the manpower required to perform the work.

In applying Part (b) of the definition of layoff (twenty-five percent or greater reduction in available work) overtime or extra duty work shall not be included in determining an employee pre reduction work level. Post reduction work levels shall be determined based on average hours of work over a period of the six (6) consecutive weeks, preceding the week during which the employee claims he/she reached the 25% reduction level. In addition, the reduction of twenty five percent (25%) or more must occur within a six month period.

A layoff situation may include a combination of both types of layoffs i.e., displacement of employees and twenty five percent (25%) or greater reduction in hours for other employees.

**Section 2.** In the event that the Employer decides that one or more layoffs is/are necessary within a classification, it shall utilize all reasonable means including transfers, and changes in hours, schedules and/or duty assignments, to insure that within the classification junior employees are laid off first, provided that the senior employee has the skill and ability to perform the available work. The impact and hardship on employees will be among the factors which the Employer will consider in making its decision in these matters, although it is recognized that the ultimate responsibility in making these decisions is the Employer's.

If layoffs involve both displacement of certain employees and reduction of hours greater than twenty five (25%) for other employees, the foregoing system will be applied so that the most junior employees are displaced, and the next most junior employees are reduced in hours. If a layoff involves only reduction in hours, and not displacement, the most junior employees will likewise be those affected.

If the Employer utilizes its right to transfer employees in connection with a layoff situation, as provided above, an affected employee may instead accept an available displacement. If there are more employees who desire such displacement than the number of displacements planned by the Employer, displacement requests shall be granted in order of seniority, i.e., the most senior employee first. In addition, if any employees are to be transferred, two weeks advance notice will be given, and the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

**Section 3.** The following recall procedure will apply to employees who have been displaced from work due to a layoff. (With respect to employees who have been reduced in hours by twenty five percent or more, the Employer will on a continuing basis consider the possibility of increasing hours of work.)

- a) Employees will be recalled in order of seniority i.e., the most senior employee will be the first to be recalled and so forth.
- b) Recall will be to the first open position in the classification, not necessarily to the job which the employee previously held.
- c) The employee will be called by telephone and notified of his recall and the date on which he is to return to work.

d) If an employee is not contacted under (c) above, the Employer will send a certified letter notifying the employee of his recall to work and the date on which he is to resume working. The employee will have a maximum of ten (10) calendar days to return to work.

e) It is the employee's responsibility to main his correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is incorrect, nor will an incorrect address or telephone number be considered a valid excuse for a failure to report to work following a recall.

f) The Employer reserves the right to temporarily fill any job during the processing of recalls in any manner it sees fit.

g) An employee may remain on the recall list for three (3) years.

**Section 4.** An employee who refuses a transfer (subject to Section 2), work assignment or recall under the procedure within this Article shall lose all seniority and be terminated as a quit, except that an employee will not be required to accept a recall to a position which averages less than seventy five (75) of the employee's pre displacement hours of work.

**Section 5.** The Employer will provide at least twenty (20) calendar days advance notice of any layoff, except that where unforeseen circumstances require less notice, the Employer will provide as much notice as circumstances reasonably permit.

**Section 6.** Laid-off employees will be called in to substitute the longest (time wise) route available. If an employee is gone for a week or more, then the laid-off employee has the option to choose between substituting the longest route, duration-wise, or the longest route, time-wise. From the day of the lay-off, the employee must work twenty (20) days, consecutively or not, within a single school year and then such employee will be able to utilize benefits banked at the time of lay-off. No further benefits will accumulate until the employee is officially recalled to a position.

The Union will cooperate in meeting and consulting with the Employer if the Employer so requests to review layoffs, recalls and related matters prior to their implementation.

## ARTICLE XIII

### JOB POSTING

**Section 1.** All applications of seniority provided for in this Article shall be strictly limited to positions within the bargaining unit.

**Section 2.** If the employer decides to fill a permanent vacancy in a bargaining unit job, the vacancy will be posted within thirty (30) calendar days and for not less than five (5) working days. Qualifications for the job will be as determined by the Employer. Generally, such qualifications will include any written job description and any other qualifications which are reasonably related to the job.

Copies of job postings will be supplied to the local president.

**Section 3.** Any seniority employees who are working in a classification other than the job posted, who are qualified to perform the job, and who has not successfully bid on a vacancy within the previous three (3) months, will be eligible to bid on the job.

**Section 4.** Job bids must be submitted in writing, to the person indicated on the posting, prior to the end of the last day of the posting.

**Section 5.** If two or more eligible employees are qualified to perform the job and file timely bids, a junior employee will not be awarded the job in favor of a senior employee unless the junior employee's qualifications are superior to those of the senior employee. If no qualified seniority employee filed a timely bid, the Employer may fill the position in its discretion.

**Section 6.** The Employer may cancel or postpone a job posting at any time. Upon request, the Union will be given the reason(s) for any such cancellation or postponement.

**Section 7.** An employee who successfully bids on a job will have a trial period of five (5) consecutive working days during which the employee may be disqualified by the Employer, or may disqualify him/herself. If the employee disqualifies him/herself, the employee will be ineligible to bid again for three (3) months as provided in Section 3 above. The ineligibility provision, however, shall not apply if the employee is disqualified by the Employer.

**Section 8.** If the employer decides a run (that is not already established) needs to be posted as temporary, such posting shall not exceed a duration of forty (40) school days. After such time, the run shall be posted as a permanent vacancy.

## ARTICLE XIV

### HOURS OF WORK AND OVERTIME

**Section 1.** Nothing contained in this Agreement shall be construed to guarantee any minimum of work, or a guaranteed work day, week or year.

**Section 2. Overtime.** Overtime shall not be worked unless it has been authorized. Overtime, at the rate of 1 1/2 times the employee's regular wage will be paid for all hours worked in excess of forty (40) in a work week. Paid holidays, paid vacation and all other paid time off will be credited towards such forty (40) hours, provided that the employee works all scheduled hours during the week in question, and provided further that there will be no more than eight (8) hours of such credit per holiday, including time worked if an employee works on a holiday. Overtime work will be assigned by the Employer.

**Section 3.** A driver may bid to better his/her route time as long as they do not alter their existing route or create an overtime situation.

**Section 4.** All Sunday driving will be double time.

**Section 5.** The employer will pay four (4) hours each year at the beginning of the school year to compensate employees for filling in house numbers on route maps and one (1) hour for those asked to mark route maps for new homes and home construction.

## ARTICLE XV

### WORKING CONDITIONS

**Section 1. Safety and Health.**

- a) An employee will not be required to perform unusually hazardous work which: (i) is not an ordinary element of the employee's job, and (ii) poses a serious and immediate threat to the employee's health or safety. An employee who refuses to perform work under this provision does so at his/her risk and will have the burden of proving the actual existence of such threat. In all other situations, where the danger is not serious and immediate, the rule "work now, grieve later" shall apply.
- b) The Employer will provide approved first aid material in work areas.

- c) If an employee believes that necessary safety equipment should be available, the matter may be taken up with the Superintendent or his designee.

**Section 2.** The Employer will support and assist employees with respect to preventing students from improperly interfering with the performance of work. A master list of bus rules will be posted on every bus.

**Section 3.** Employees will not be required to perform supervisory duties. If an employee believes that this Section is being violated, the rule will be “work now, grieve later”.

## ARTICLE XVI

### UNPAID LEAVE OF ABSENCE

**Section 1. Unpaid Five (5) Day Block.** An employee may be granted a block of five (5) days of unpaid leave of absence for personal reasons. The leave shall be requested in writing, stating the reasons for the leave, and be submitted to the Transportation Director at least thirty (30) business days prior to the dates of the requested unpaid leave. This unpaid leave cannot be taken prior to and/or after school vacation breaks or holidays. To be eligible to take this unpaid leave, the employee shall have at least ten (10) days of sick leave allowance as of the preceding June 30<sup>th</sup>. Not more than one (1) unpaid leave will be scheduled at the same time. The granting of such leave shall be within the discretion of the immediate Supervisor. Such leave shall not be granted or used for the purpose of pursuing or engaging in other employment, unless the employee has received prior written authorization from the Superintendent or designee. Requests for unpaid leaves shall be considered based upon the reason for the leave and the effect of the leave on the District's operations.

**Section 2. Personal Leave.** An employee may be granted an unpaid leave of absence for personal reasons, or an extension of such a leave, for any period not to exceed thirty (30) calendar days. The leave shall be requested in writing, shall be submitted to the Superintendent, and the request shall state the reasons for the leave or extension. The granting of such leave or extension shall be within the discretion of the Superintendent. Such leave or extension shall not be granted or used for the purpose of pursuing or engaging in other employment, unless the employee has received prior written authorization from the Superintendent. Requests for personal leaves and for extensions shall be considered based upon the reason for the leave or extension and the effect of the leave or extension on the District's operations.

**Section 3. Military Leave.** An employee who leaves the employment of the District for active service in the Armed Forces of the United States under the provisions of any law of the United States or the State of Michigan, shall, upon application for reemployment, be entitled to whatever reinstatement privileges are established by such laws.

**Section 4. Medical Leave.**

- a) Any employee who becomes disabled from working due to illness or injury, and whose claim of such disability is supported by evidence satisfactory to the Employer, shall be granted an unpaid sick leave of absence, for a period, as necessary of up to one (1) year or the length of the employee's disability, whichever is less. Extensions will be requested, and will be handled in the same manner as initial applications for a sick leave. Such satisfactory evidence, if required by the Employer, may include a doctor's certificate.
- b) Any employee who becomes ill or disabled from a work related cause shall be granted an indefinite unpaid sick leave for the duration of such illness or disability, subject to the same terms and conditions, as set forth in this Article, which apply to non work related sick leaves.
- c) An employee granted sick leave of absence upon his verbal request, or one made in his behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing, together with such evidence of his need for leave as the Employer may require including, if required, a doctor's certificate.
- d) The Employer may require a doctor's certificate that an employee has fully recovered and is able to perform all the elements of his job prior to returning such employees to work, or to determine if such employee continues to be ill or disabled for the purposes of extending a leave of absence.
- e) An employee on sick leave of absence shall, upon return to work, be re employed on his regular job if his seniority and abilities would permit, provided the above requirements are met. If no job is available which the employee's seniority and abilities permit him to fill, the employee shall be deemed to be laid off.
- f) An employee shall give prompt notice to the Superintendent of the employee's ability to return to work.

- g) The Employer shall return the employee to work not later than the first Monday after the Employer receives such notice, and the employee has been determined to be able to return to work, unless the effect of another provision of this Agreement would extend such time.
- h) This Section shall apply to a disability which is due to pregnancy, or to childbirth, or to a medical condition related to pregnancy or childbirth.
- i) At its expense, the Employer may require an employee to be examined by a doctor who is mutually agreeable to both the employee and the Employer, in connection with either the approval or extension, of a sick leave or, in connection with an employee's ability to return to work.

**Section 5. Union Leave.** A leave of absence of up to two (2) years shall be granted, one year at a time, with a minimum of one (1) month's notice each year, for the purpose of serving as an officer of the Union.

**Section 6. General.** If an employee violates or falsifies the reason for a leave; obtains other employment during a leave without prior written authorization; or overstays a leave without giving notice and providing substantiation for the necessity of the extension, as soon as is reasonably possible, (subject to the provisions of Article XI, Seniority); the employee shall be deemed to have quit his job. If the employee complies with the provisions of this Article, the employee shall retain but shall not accumulate seniority during the leave. All leaves of absence which are provided for in this Article shall be without pay.

## **ARTICLE XVII**

### **PAID LEAVE**

**Section 1. Earned Time Off (ETO).** Starting July 2018, employees covered by the contract will have Earned Time Off (ETO) in place of specified sick and personal days. All covered employees covered at the time of conversion will have accumulated days rolled directly to ETO. In addition, each employee will also be granted one (1) extra day during the initial conversion in July 2018 only.

Employees with a permanent route will "earn" time each month worked: maximum of 1.25 days per month for an annual maximum total of 12.5 days earned for the school year employees. September through June, 10 months x 1.25 days = 12.5 days for full year, which may be accessed beginning at the end of the probationary period (91st calendar day). Time will be entered on the first payroll of the following month (i.e. work September 2018, see 1.25 on first payroll in Oct. 2018). A full ETO day will be charged when missing a scheduled day of

work, regardless of the amount of hours scheduled for the day. A half ETO day will be charged when half of the scheduled hours are worked during the day. If less than half of the time is missed no ETO will be charged, but no pay for time missed. Example: Miss last run of 4 runs, no ETO charged, no pay for last run route time.

Use Limitations:

- Time can be used in half or full day increments.
- No more than three (3) consecutive days can be taken at one time (i.e. T, W, Th or Th, F, M, etc.).
- When 3 consecutive days are to be taken, a leave time request will be completed and pre-approved by the supervisor.
- Days off should be clearly noted on time sheets as ETO.
- Unscheduled consecutive days off beyond three (3) will require a doctor's note.
- Days cannot be used the first five (5) student days and last five (5) student days, unless an absence request form is completed and approved by the direct supervisor 10 working days prior to the request date.
- Days cannot be attached to any scheduled break, unless pre-approved by the supervisor.

Family Emergencies/Bereavement up to five (5) ETO days can be taken when authorized by the transportation supervisor. All requests are to be submitted in writing/email. The immediate family shall include father, step-father, mother, step-mother, grandmother, step-grandmother, grandfather, step-grandfather, children, step-children, grandchildren, step-grandchildren, brother, step-brother, sister and step-sister, or others as approved by the Superintendent.

ETO shall not accumulate unless the employee is receiving a regular paycheck. In the event of an unpaid leave of absence or unpaid FMLA which begins after the first of the month, ETO will be prorated based on the regular scheduled paid time for the individual employee. Where a pattern of ETO leave indicates abuse, the supervisor will initiate a discussion with employee. If the pattern continues, the Board reserves the right to require reasonable proof of illness including a doctor's certificate.

ETO shall accumulate up to and including one hundred (100) days. An employee will be compensated at the rate of forty dollars (\$40.00) per day for any accumulated ETO days in excess of one hundred (100) days at the end of the school year. The payment will be made to an employer designated 403(b) account by July 15. If the employee has not set up this 403(b) account by May 31st, the funds will revert back to the district.

Use of up to three (3) ETO days over the course of the school year will not count against the attendance incentive as outline in Section 2 below.

In the event a WUS employee transfers from another classification and has days in their sick or personal categories, or other leave time categories, their days will be calculated by the administration office for the conversion to ETO based on the number of hours daily in their former position compared to the scheduled hours of the new position. ***No ETO days will be paid out upon leaving employment.***

**Section 2.** Employees who have accumulated at least thirty (30) days of ETO as of the preceding June 30 shall receive an attendance incentive based on the number of ETO days used during a designated six (6) month period (July 1 through December 31 / January 1 through June 30) as follows: zero (0) days used, \$100; one (1) day or partial day used, \$75; more than one (1), up to two (2) days used, \$50. An additional attendance incentive of \$300 will be paid if an employee has used three (3) or less days from July 1<sup>st</sup> through June 30<sup>th</sup>. Payment less applicable withholdings will be made in a reasonable time after the end of each six (6) month period. Jury duty shall not be counted as time off for purposes of calculating the attendance incentive. Any employee taking unpaid leave will not be eligible for the attendance incentive for the period during which the unpaid leave was taken.

**Section 3. Jury Duty.** In the event an employee is asked to perform jury duty, the employee shall be reimbursed the difference between his salary lost as a result of performing jury duty and the salary he received for serving on the jury, mileage excluded.

**Section 4. Sick Bank.** In the event an employee suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, the employee may be eligible to use days donated by members of this bargaining unit as long as the employee has exhausted all of his/her ETO days. This illness or disability must be of an emergency nature and the leave must be taken as an uninterrupted block of time for each such illness or disability. No employee receiving compensation by any other means (i.e. workers compensation, long term disability) shall be eligible. Absences due to illness or disability will be designated as FMLA leave where permitted by law.

Upon the request from an eligible employee, the Superintendent or designee will invite the donation of up to one ETO day per school year per member, per incident, of the bargaining unit. In no school year shall the total number of donated days for an individual eligible employee exceed one day per member of the bargaining unit.

However, additional days may be invited at the discretion of the Superintendent or designee. Unused donated days shall not accumulate. Any days not used shall be returned to the employees contributing such days on a random basis determined by the District, which determination may not be grieved. Donation of up to one ETO leave day shall not be considered use of an ETO day for purposes of the attendance incentive in Article XVII, Section 2. If an employee chooses to donate more than one day per semester, the additional day shall affect the attendance incentive.

## **ARTICLE XVIII**

### **GENERAL**

**Section 1.** There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.

**Section 2.** The provisions of this Agreement, including but not limited to wages and benefits, apply only to employees who are included in the bargaining unit. This Agreement does not apply to any other employees, or in any way restrict the Employer's actions with respect to non bargaining unit employees.

**Section 3.** To the extent required under applicable law, according to the Federal Family and Medical Leave Act, (the Act), an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Board may adopt policies to effectuate the Act provided that such policies are consistent with the Act.

## **ARTICLE XIX**

### **SEPARABILITY AND SAVINGS CLAUSE**

If any part of this Agreement should be invalidated by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal 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. In addition, the parties will promptly meet to negotiate the matter which has been invalidated.

**ARTICLE XX**

**DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be in effect from September 1, 2018, through August 31, 2022.

Negotiations between the parties shall begin at least 60 days prior to the contract expiration date upon the request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

**Section 2.** The Employer agrees to supply copies of this Agreement to the Union and to all bargaining unit employees now or hereafter employed.

THE BOARD OF EDUCATION OF  
THE WAYLAND UNION SCHOOLS

LOCAL 517M OF THE SERVICE EMPLOYEES  
INTERNATIONAL UNION

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SCHEDULE A

### **Section A.1. Wage Rates.**

Wage rates for bus drivers are as follows:

Commencing September 1, 2018:

Steps	2018-2019 Rates	2019-2020 Rates*	2020-2021 Rates	2021-2022 Rates
1	\$16.66	\$17.07	\$17.41	\$17.76
2	\$17.03	\$17.45	\$17.80	\$18.16
3	\$18.51	\$18.97	\$19.35	\$19.74
10-14	\$18.82	\$19.29	\$19.67	\$20.07
15-19	\$18.87	\$19.34	\$19.73	\$20.12
20+ years	\$18.92	\$19.39	\$ 19.78	\$20.18
^All Training	\$10.69	^TBD	^ TBD	^ TBD
Layover Time	\$11.12	^TBD	^TBD	^TBD

For the 2019-20, 2020-21, 2021-22 years if an employee group receives a wage scale increase more than 2% the SEIU Drive wage scale will increase to total the amount granted to other employee groups wage scale.

\*The 2019-2020 wages reflect a 2.5% increase, 2020-2022 rates are based from this increase as of Sept 2018. As stated 2020-2022 rates still subject to change.

^ Starting in July 2019 the training rate and layover rates will be tied to the percentage of the Michigan minimum wage increase, not to exceed two (2%) percent in any given year.

### **The above wage scale is inclusive of no less than:**

\$.30 per hour to employees with 10-14 years of service (seniority).

\$.35 per hour to employees with 15-19 years of service (seniority).

\$.40 per hour to employees with 20+ years of service (seniority).

### **Longevity:**

\$125.00 off scale flat longevity will be paid each year in June for anyone with 10+ years of service.

Step increases will be paid on July 1<sup>st</sup> of each year.

Any employee who starts after March 1<sup>st</sup> in a year will move to the next step the following July 1.

## ARTICLE A.2

### FRINGE BENEFITS

**Section A.2.1.** Extra trips to be paid at the driver's hourly rate for driving time with a guaranteed minimum of one (1) hour. A driver will receive route pay when cancellation notification of an extra trip is less than one (1) hour. Regular drivers will have the option of accepting the cancellation rate or driving regular route. If a driver misses the opportunity to drive an extra trip due to cancellation, that driver will be compensated for two (2) hours of pay at his or her hourly, drive time rate.

Delays - Response to:

- Fog Delay
- Ice Delay
- Tornado Warning
- Snow Delay

Layover rate up to 2 hours but no less than 1 hour will be paid if a delay is announced less than ½ hour prior to the usual route starting time. Any driver missing "the call" for delay or a school closing and has reported for work will receive one (1) hour drive pay provided the driver has "signed in".

**Section A.2.2.** Time for bus school and driving tests to be paid at rates established in Schedule A, . This rate of pay will also apply to training which meets all of the following conditions: The training is not required for certification; the training is made mandatory by the Employer; the training occurs outside the District and outside normal working hours. (Based on recent history, it is understood that there are two training sessions per year which would satisfy these conditions.)

**Section A.2.3.** The Employer will reimburse a certified bus driver for any amount over the cost of a regular driver's license. New drivers, upon completion of the probationary period, shall also be reimbursed.

**Section A.2.4.** Drivers will receive fifteen (15) minutes per day for pre-inspection, cleaning, and gassing at the drive rate. From Nov. 15<sup>th</sup> to March 15<sup>th</sup> drivers will receive twenty (20) minutes per day.

**Section A.2.5.** When an away bus trip extends over the normal breakfast (any time worked prior to 10:30 a.m.), lunch (any time worked between 10:30 a.m. and 4:00 p.m.) or supper hour (any time worked after 4:00 p.m.), a meal allowance will be reimbursed the bus driver. The meal allowance will not exceed \$6.00 for breakfast, \$8.00 for lunch, and \$10.00 for supper. The Transportation Supervisor must approve this

expenditure in advance. Payment will be made from receipts submitted to the Administration Office and signed by the Transportation Supervisor.

**Section A.2.6.** Beginning with the completion of the probationary period, eight (8) paid holidays will be given to the drivers to be paid as the holidays occur. The designated holidays are: Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Year's Day, and Memorial Day.

**Section A.2.7.** Employees will be paid at their hourly rate for each regularly scheduled run for the specific day of emergency or inclement weather closing as they occur for no more than six (6) days. Any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be rescheduled shall be scheduled as student instruction days by the District. When the District needs to add days, as mandated by the State, employees will be paid for hours worked.

**Section A.2.8.** The employer will provide a Section 125 plan.

**Section A.2.9.** The Employer will pay up to seventy (\$70) per employee every four (4) years towards the purchase of a "school" lined windbreaker. If an employee determines they are not in need of a new windbreaker, they can receive up to seventy (\$70) towards the purchase of Wayland logo polos. New employees, after completion of the ninety (90) days probationary period, should contact the Transportation Supervisor to process an order for a jacket.

## **ARTICLE A.3**

### **WORKING CONDITIONS**

**Section A.3.1.** Buses and routes will be assigned by the Transportation Supervisor. Origination, destination, and time to be determined by the Transportation Supervisor.

**Section A.3.2.** There will be no unauthorized passengers normally allowed on the bus during regular runs. Authorization cards, signed by the principal or supervising teacher, may be issued in the event there is a valid reason for any unauthorized passenger to ride. Bus drivers will recognize authorization cards for athletes, band students, or legitimate activities.

Arrangements may be made, through the transportation department, for youth activities when regular bus routes and schedules permit. The Supervisor of such groups will be required to submit a list of names and dates for the drivers and records of the transportation department.

Students riding with a friend may be allowed on the bus with a note signed by the principal of the school he/she attends.

**Section A.3.3.** In order to maintain the transportation schedule, an emergency substitution may be made by the Transportation Supervisor using a certified driver that is immediately available. This substitution will not be subject to a grievance.

**Section A.3.4.** Bus drivers shall fulfill the following responsibilities:

- a) It is the responsibility of the driver to have a valid chauffeur's license.
- b) All drivers must obtain proper certification according to Michigan State law. A bus driver not properly certified shall be immediately relieved of his/her duties until he/she has obtained proper certification. He/she may then be reinstated if there is an opening for his/her services.
- c) A driver must pass a physical examination at the time he/she is hired and before August 15th of each year, or as specified by Michigan state regulations or the Employer.
- d) It is the responsibility of the driver to obtain, every three (3) years, a certificate from a doctor stating that the driver has passed a negative T.B. test. This test and an x-ray, if needed, will be paid by the Employer.
- e) All drivers are responsible to the Transportation Supervisor as their immediate supervisor.
- f) Drivers are responsible for knowing and obeying the traffic laws of the state of Michigan.
- g) Provided that a substitute is willing and available, a driver will be eligible to drive an extra trip during the time of the driver's regular run.
- h) If a driver uses a spare bus, it is his/her responsibility to see that the bus is left clean and fueled for the next run.
- i) Drivers on regular runs are to remain in the bus garage or behind the wheel of their bus during the time they are receiving pay. Drivers are subject to the direction of the Transportation Supervisor during this time and may be called on to drive extra trips.
- j) Drivers are responsible for keeping the time schedule determined by the Transportation Supervisor.

k) Drivers are responsible for keeping an accurate records of misconduct of students to be turned in as soon as the employee becomes aware. The Transportation Supervisor will determine the format of this report.

l) Drivers are responsible for inspecting their buses and reporting any defects to the Transportation Supervisor immediately.

m) The bus must be warmed sufficiently before each run.

n) Drivers are responsible for discipline of students riding their buses. Excessive disorderly student conduct on a bus may be cause for discharge of the driver providing all necessary steps have been taken by the Transportation Supervisor and the driver to alleviate any problems that might exist.

o) Drivers are responsible for the safety of students riding their buses. Safety drills must be held three (3) times per year.

p) Video monitoring may be used to assist in maintaining discipline and related matters with students.

It is understood that drivers will be advised that monitors are being installed. Video monitoring can also be used to address areas of improvement with drivers when applicable.

**Section A.3.5.** Extra trips shall be posted as soon as possible and whenever extra trips are required, the driver selected to take the extra trip will be taken by rotation from the seniority list. Each driver will have the opportunity to either accept or reject the extra trip when their name comes up according to the seniority list, with the least senior driver required to take the extra trip unless a qualified substitute is willing and available. The seniority list will be used in selecting the qualified person for the extra trip scheduled. For the purpose of this clause, time not worked because the employee did not choose to work, will be charged to the employee for the purpose of maintaining the rotation of the seniority list.

**Section A.3.6.** Passes for admission to away sports events will be issued to bus drivers.

**Section A.3.7. Mid-Day Substitutes.** When an employee who drives a mid-day run i.e. ECDD, Voc. Tech. takes a scheduled leave during the mid-day run, it will be assigned by seniority on a rotating basis from a list of volunteers before being assigned to non-bargaining unit members. Emergency or unplanned leaves during the mid-day run may have to be subbed by whoever is available at the time. Said such list will be posted for five (5) days twice a year, the first week of September and the first week back from Winter Break. Any employee not signing the list will be relinquishing their rights to be asked to do such work.

**Section A.3.8.** If “annual physical exam” required by State Regulations or the Board, the Board shall assume the full cost of physical examinations. The amount paid by the Board will be determined each year by the normal predetermined fee charged by family physicians in Wayland area for the required physical examination. Any charges over and above this amount must be paid by the driver. If the T.B. Test is given as part of this physical, the Board will assume the cost.

**Section A.3.9.** Time spent in attendance at mandatory bus drivers training programs will be compensated at the rate specified in Schedule A. .

**Section A.3.10. Vacation.** Full year drivers will be eligible for one week of vacation per summer starting in 1998, subject to the following conditions: The driver must have worked the preceding school year and the summer; the vacation must be taken at a time outside the school year which is mutually agreeable to the employee and the employer; the vacation will be paid at the driver’s current rate and according to the driver’s average scheduled weekly hours during the summer.

**Section A.3.11 Extra Drive Time.** An employee shall not be penalized for turning down extra drive time until they have turned down said such work three (3) times in a row, in a semester.

**Section A.3.12.** An employee may sub for another driver when it involves a single run and it fits within their regularly scheduled route. A non-bargaining unit substitute will be hired when the absence involves a full day.

**Section A.3.13. Annual Route Assignment Rules and Procedures.**

- The normal job posting/bidding procedure in the C.B.A. will not be used. The seniority list will be used to start the process.
- Drivers will have the opportunity to study routes before choosing.
- Routes will be developed and paired, and buses assigned by the supervisor.
- Times will be estimated at the time of development.
- No try out periods.
- No switching.
- Drivers removed from certain geographic areas due to parent complaints on record may be denied their choice. In such case the employee will be told of the disqualification and allowed to make a second choice before the next driver chooses.

- No overtime situations will be created.
- During the first three (3) months of the school year drivers will have the opportunity to bid on vacant routes.

### **Annual Route Procedure**

All routes will be displayed for two (2) days prior to the back to school meeting. All eligible bus drivers will, by seniority, go to the board and sign up for a route. The driver will be dismissed to leave and drive the route(s) in the bus assigned to that/those route(s). The process will continue until all displayed routes have been assigned. Any route(s) left will be posted.

### **Section A.3.14 – Trip Board Procedures**

**School Year Procedure:** Procedure will take effect the Wednesday immediately following the back-to-school meeting each year. (ex. meeting on Tuesday/start the next day on Wednesday, meeting on Wednesday/start that day, meeting on Thursday/start the following Wednesday).

Trips will be posted on the trip board one week prior to the board being assigned out. On the following Wednesday @ 9:15am the drivers shall meet and choose trips according to seniority on a rotating basis.

Drivers will not receive compensation for participating in the assignment of the Wednesday Trip Board.

Selection of trips will be by rotation starting with the top senior driver receiving his/her first choice. If no trip is desired then that driver takes a pass. The next driver in seniority then takes their trip choice from remaining posted trips and so forth, until it completes the entire rotation. If trips are still available, then the rotation will start again from the top and continue until all desired trips are assigned. Any remaining trips will be covered by office assignment of subs.

Any driver unable to attend the Wednesday morning Trip Board assignment meeting may submit their trip selection(s) on a form provided by the Employer. If the driver is able to attend the meeting after it has already commenced, then their written choices, which they previously submitted, are null and void and the driver may choose in person. Each new week the trip board will start over with the most senior employee.

Late trips will be assigned starting at the place in rotation where the board ended for the week the trip is going out.

**Summer Trips:** This procedure will take effect the first full week after school has ended for the year. Drivers interested in doing summer trips will sign up on a list that is posted for a minimum of seven (7) calendar days

prior to the last day of school each year. Any driver who does not sign the posted list will forfeit their ability to participate in the weekly trip rotation. Trips will be offered each week beginning with the most senior employee who has signed the list. After all known trips are assigned, with no drivers from the list available, drivers who did not sign the list may be asked to take trips by seniority.

**Late Trip - Next Day:** Late trips that come in before 1:00 p.m. and go out the next day will be posted on the trip board until 2:00 p.m. and be assigned by the employer using the trip board rotation.

Late trips that come in after 1:00 p.m. and go out the next day will be assigned by the employer by calling the employees and utilizing the trip board rotation.

**Late Trip - Same Day:** If a trip comes in and needs to depart within two (2) hours, the employer may fill the trip with whoever is available. If the trip departs outside the two (2) hour time-frame, the employer will call the employees utilizing the trip board rotation.

**Other Provisions:**

1. If an employee is awarded a trip but the employer cannot find a sub to fill the employee's route, the employer may utilize whoever is available to take and drop the trip and the employee will finish the remainder of the trip after their route.
2. If a trip is posted as a take and stay and the coach, teacher, etc. says that the bus does not need to stay; the driver has the option of staying or leaving. If the driver chooses to leave, they will only be paid for actual time spent on the trip.
3. If a trip is a take and drop, but the driver decides to stay, the trip will be paid as a take and drop.
4. If a driver is awarded a trip and the date is changed to another day that week, the driver will keep the trip. If the driver cannot drive the trip it will be posted as a late trip and the driver will receive cancellation pay.
5. If a driver is awarded a trip that starts after their route and the time is changed so that it conflicts with their route, the driver then has the option of turning the trip back in and receiving cancellation pay or taking the trip and losing their route.
6. If it occurs on a Saturday or Sunday, the driver will be paid a minimum of two (2) hours drive time.

**Section A.3.15 – Shuttles:** Shuttles are defined as transporting anyone, anywhere within the school district. Shuttles will be assigned utilizing the mid-day rotation list. Employees will not be able to take their shuttles off to do a trip. If a shuttle and a trip are on the same day, you may not take the trip if it conflicts with the shuttle time. Shuttles are paid ½ drive time and ½ layover time. Shuttles assigned that are “hands on” training (driver does the training) (ie: 4-yes bus training, kindergarten safety, etc.) will be paid at the employee’s regular hourly drive rate.

**Monthly Shuttles:** Drivers will be assigned the shuttle on a monthly basis. Monthly shuttles will be assigned to the most senior employee who signs up. Shuttle will not be split up during the day. Shuttle assignments will not put a driver into overtime hours. A driver may “fill their plate to 40” and then the next senior driver who signed up for the shuttle will fulfill the remaining shuttle assignment. No switching assigned shuttles between drivers. When an employee takes a scheduled leave, the shuttle will be assigned by utilizing the mid-day rotation list. Emergency or unplanned leaves may be subbed by whoever is available at the time. Any employee who does not sign the mid-day rotation list will relinquish their rights to be asked to do such work. (Said list is addressed in Article A.3 – Section A.3.7 of the Collective Bargaining Agreement.)

## Schedule B

### Health Care Provisions

The Local 517M of the Service Employees International Union, Unit 65, Bus Drivers (“Union”), and the Board of Education and School District of Wayland Union Schools (“District”) hereby mutually agree to the following amendment to the parties Collective Bargaining Agreement (“Agreement”) in effect from September 1, 2018 through August 31, 2022 to clarify their understanding regarding the District’s healthcare insurance program for bargaining unit employees. The parties hereby mutually agree to add the following *Schedule B* to the parties Collective Bargaining Agreement:

**Single Insurance Coverage Benefit.** During the term of the parties’ Collective Bargaining Agreement, consistent with the parties’ past and existing practice and as required by the Affordable Care Act (“ACA”), the District will offer eligible employees the opportunity to enroll in single, self- coverage option in MESSA ABC Plan 3 HDHP-\$3,500 deductible. Eligible employees are those who regularly work 30 hours per week as determined by the District-adopted measurement period formula. As required by the ACA, eligible employees who satisfy the hour requirements for single coverage may at their own cost purchase health care insurance coverage for their dependents.

All other part-time employees who do not meet these criteria are not eligible to participate in any manner in the District’s healthcare insurance program and are not eligible for any insurance benefits.

- (a) **District/Employee Premium Contribution.** The District shall contribute 80% of the MESSA ABC Plan 3 premium cost, and eligible employees shall pay the remaining 20%.
- (b) **Health Savings Account (HSA).** For the 2018-2019 insurance eligibility period the parties agree to a one-time \$675.00 HSA contribution to eligible employees, with the employee contributing a required 20% (\$168.75) through payroll deduction, as stated. This amount will be prorated monthly for people opting in during the insurance year, July 1, 2018 to June 30, 2019.
- (c) Employees shall have payroll deductions prorated through the number of payrolls during their contract year for the employee’s 20% share of the premium for the MESSA ABC Plan 3 HDHP-\$3,500 deductible and other annual costs related to the employee’s required HSA contributions. Employees may choose to pay their contributions for their share of the insurance cost, including

premiums, through an IRS Section 125 Plan, provided the employee completes the necessary documentation.

(d) This insurance provision will be subject to the 2019-2022 re-openers.