

6-30-72

Benton Harbor

AGREEMENT

Between

THE SCHOOL DISTRICT OF THE CITY  
OF BENTON HARBOR

AND

BUS DRIVERS UNIT  
LOCAL 953 AFFILIATED WITH THE  
INTERNATIONAL UNION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES AND  
COUNCIL 55

A.F.L.C.I.O.

Reference: September 8, 1969

**LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University**

## INDEX

	Purpose and Intent	Page 1
Section 1	Recognition	Page 2
Section 2	Aid to Other Unions	Page 3
Section 3	Rights of the Employer	Page 4
Section 4	Stewards and Alternates	Page 5
Section 5	Grievance Procedure	Page 6
Section 6	Computation of Back Wages	Page 9
Section 7	Discharge or Suspension	Page 10
Section 8	Seniority	Page 11
Section 9	Seniority Lists	Page 12
Section 10	Layoff	Page 13
Section 11	Recall	Page 14
Section 12	Transfers	Page 15
Section 13	Safety Committee	Page 16
Section 14	Veterans	Page 17
Section 15	Promotions	Page 18
Section 16	Hours of Work	Page 19
Section 17	Meals and Lodging	Page 22
Section 18	Jury Duty	Page 23
Section 19	Workmen's Compensation	Page 24
Section 20	Union Bulletin Boards	Page 25
Section 21	Leave for Military Service	Page 26
Section 22	Leave of Absence	Page 27
Section 23	Leave for Union Business	Page 28
Section 24	Bereavement Leave	Page 29
Section 25	Maintenance of Membership	Page 30
Section 26	Dues Check Off	Page 31
Section 27	Wages, Holiday Provisions and Vacation Pay	Page 33
Section 28	Term of Agreement	Page 35
	Signature Page	Page 36



"This agreement entered into this 8th day of September, 1969, between the School District of the City of Benton Harbor (hereinafter referred to as the EMPLOYER) and BUS DRIVERS UNIT of Local 953 affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council 55, A.F.L.C.I.O. (Hereinafter referred to as the UNION).

#### PURPOSE AND INTENT

The general purpose of this AGREEMENT is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER and the employee.

To these ends the EMPLOYER and the UNION encourage to the fullest degree friendly and cooperative relations between the EMPLOYER and its representatives at all levels and among all employees."

1. RECOGNITION

Employees covered: Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYER does hereby recognize the UNION as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of all Bus Driver employees of the EMPLOYER.



2. AID TO OTHER UNIONS

The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such organization for the purpose of undermining the UNION.

### 3. RIGHTS OF THE EMPLOYER

The UNION recognizes the right of the EMPLOYER to manage and administer the School District and to establish administrative rules and procedures from time to time which do not conflict with the terms of this contract.



4. STEWARDS AND ALTERNATES

- A. The EMPLOYER and the UNION will mutually agree on a plan which will permit the appointment of two (2) Stewards for all employees in the unit.
- B. Each Steward shall be allowed a maximum of two (2) hours per month paid time for investigation and presentation of grievances. Stewards shall investigate and present grievances to the EMPLOYER only at times prior to the starting of bus runs or after their completion. When it is impossible to otherwise investigate a grievance the Steward, upon giving reasonable advance notice, will be granted the necessary time off.
- C. The Unit Chairman shall be paid for any time spent in lieu of Stewards.
- D. The UNION shall keep the EMPLOYER advised of the appointed Stewards.

## 5. GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the EMPLOYER and the UNION, or any employee represented by the UNION as to the effect, interpretation or application of the provisions of this Agreement or as to any claim of breach or violation of this Agreement by either party, provided that such dispute shall not involve a change in, addition to, or subtraction from the contract.

Any employee having a grievance in connection with his employment may present it on the following procedure:

Step 1: Within two (2) working days after his knowledge of the grievance he shall discuss the grievance with his immediate supervisor with or without his steward and notify the supervisor that they are present for the reason of discussing the grievance with the object of resolving the matter informally. The supervisor shall give an answer within one working day.

Step 2: If the grievance is not settled in Step 1 answer, it shall be reduced to writing and signed by the Employee aggrieved and a local UNION representative and be delivered in duplicate to the Director of Transportation within two (2) working days after the Step 1 answer who shall indicate thereon his disposition of the matter within two (2) working days after receipt of the written grievance.



Step 3: If the grievance is not settled in Step 2, he may refer the matter in writing to the Assistant Superintendent for Business Affairs within five (5) working days after the receipt of the disposition under Step 2. The Assistant Superintendent and one (1) other administrator will meet with the employee and not more than two (2) UNION representatives within five (5) working days after receipt of the written reference. The disposition of the matter shall be endorsed on the written grievance and signed by the parties at the meeting.

Step 4: If the grievance is not settled in Step 3, either party may request mediation from the Michigan Labor Mediation Board within three (3) working days after the Step 3 meeting.

Step 5: If the grievance is not settled in any of the above steps, either the EMPLOYER or the UNION may refer the grievance to arbitration by written notice given to the other party not more than five (5) days after disposition under Step 3 above or if mediation is used, not more than five (5) days after the final mediation meeting, PROVIDED, grievances which do not arise from the language of this agreement or on alleged breach thereof, are not arbitrable. If notice is so given, the parties shall jointly forward a letter to the American Arbitration Association requesting a list of seven (7) available arbitrators. From the list the parties will alternately strike a name and the last remaining name

will be the arbitrator. The jurisdiction of the arbitrator shall be limited to the Interpretation of the meaning of the provisions of this Agreement and to the compliance by either party with its obligations under this agreement. He shall have no power to change, modify, or alter the existing contract between the parties or any of the provisions of the same. The decisions of said arbitrator must be rendered within fifteen (15) days. The decision of the arbitrator shall be final and binding on both parties. Each party shall jointly and equally share the fee and expenses of the arbitrator.

Failure to take any step within the time specified, the grievance will be considered as settled on the basis of the last answer taken by the EMPLOYER or UNION in the time limits specified and no subject to further review unless the time is extended in writing by both parties.

Notwithstanding any provisions in this section, any employee may process any grievance by himself in accordance with Section 11, P.A. 379.



6. COMPUTATION OF BACK WAGES

No claim for back wages allowed as a result of a grievance shall exceed the amount of wages the employee would otherwise have earned at his regular rate, unless overtime was involved.

7. DISCHARGE OR SUSPENSION

Discharge or suspension shall be for just cause only.

A. Notice of Discharge or Discipline

The EMPLOYER agrees promptly upon the discharge or discipline of the employee to notify in writing the Unit Chairman in the district of the discharge or discipline.

- B. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the District and the EMPLOYER will make available an area where he may do so before he is required to leave the property of the EMPLOYER if he is at work at the time of discharge. Upon request, the EMPLOYER or his designated representative will discuss the discharge or discipline with the employee and the Steward.

C. Grievance

Grievances arising out of this section shall commence at Step 2 of the grievance procedure.

D. Use of Past Records

In imposing any discipline on a current charge, the EMPLOYER shall not take into account any infraction which occurred more than two (2) years previously, but not to exclude driving violation records requested and received by the Michigan Department of State, Form OC-70, if "moving" violations occur while in the School District employ and driving a school bus.



8. SENIORITY

A. New employees hired in the unit whether new or by transfer from another unit within the District, shall be considered as probationary employees for the first thirty (30) driving days of their employment. Driving days to be construed as having driven any portion of a day. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire as a bus driver.

B. The UNION shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this agreement, except discharged and disciplined employees for other than UNION activity.

C. The probationary employee may be terminated at the discretion of the EMPLOYER.

D. Loss of Seniority

An employee shall lose his seniority for the following reasons only:

1. He quits or retires.
2. He is discharged and discharge is not reversed through the grievance procedure.
3. He is absent for three (3) days without notifying the EMPLOYER, emergencies to be given consideration.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure.

9. SENIORITY LISTS

Lists indicating the date of starting of continuous employment for each employee covered under the contract will be furnished to each employee as soon as possible after September 15 of each year and changes, as they occur, will be furnished to the unit chairman.



10. LAYOFF

- A. The word "layoff" means a reduction in the working force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary Employees will be laid off on a unit wide basis. Other Employees will be laid off according to seniority in classification.
- C. Employees to be laid off for an indefinite period of time would be notified at least seven (7) calendar days before layoff, provided such notice shall not be necessary in case of acts of God or disaster.
- D. The Employee within any classification with the least seniority will be laid off first and so on, within the classification, providing the remaining Employees in the classification have the skill and ability to qualify to do the required work. Employees laid off from their classification may exercise seniority to displace a junior Employee in any lower job classification for which the laid-off Employee has the skill and ability to do the work satisfactorily with normal supervision but without any additional training.

## 11. RECALL

When the working force is increased after a layoff, employees will be recalled in order of seniority and all employees shall be restored to appropriate classification. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days of mailing of notice, he shall be considered a quit.



## 12. TRANSFERS

### A. Transfer of Employees Out of Unit:

If an employee is transferred to a position under the EMPLOYER not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred.

Employees returned to the unit under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.

- B. No later than three weeks before the start of the regular school year, all routes vacated during previous school year will be posted as vacancies and the senior employee will have first choice to bid and so on down the seniority list. Bidding on vacated routes will be closed at 4:30 p.m. on the Friday of the third week prior to school opening. By this date, all senior employees shall notify the Director of Transportation of their intentions as to availability to work for the ensuing year. In the event a vacancy occurs during the school year the EMPLOYER shall fill the vacancy at his discretion. It is understood that in filling such vacancy the Director of Transportation will consider the seniority and desires of the existing employees.

It is understood that routes may be changed or rearranged during the year by the EMPLOYER after consultation with the President and the Steward of the Unit.

### 13. SAFETY

#### A. Safety Committee

A safety committee of employees and the EMPLOYER representatives is hereby established. This committee will include the designated Stewards of the Unit and shall meet at mutually agreed times.

#### B. Accident Review Board

An Accident Review Board is hereby established. This board will include one Steward of the Unit, the President of the Unit, one bus driver selected by the Director of Transportation and the Director of Transportation.

This Board will meet within one week after any accident involving a school bus. The Board shall be duly notified in writing of the meeting time and place.

The Board shall review the accident report, make any necessary investigation and suggest corrective measures to be taken to avoid a similar occurrence.



14. VETERANS

All State and Federal laws applicable to the employment of veterans will apply.

## 15. PROMOTIONS

- A. Promotions will be made, and newly created jobs within the bargaining unit will be filled, on the basis of qualifications and seniority. Promotions and newly created positions will be posted for a period of seven (7) calendar days setting forth the job specifications for the position in a conspicuous place in the transportation headquarters. Employees interested shall apply within seven (7) calendar day posting period. The employee applying for the promotion and who meets the job specifications shall be granted a two (2) week trial period to determine:
1. His ability to perform the job.
  2. His desire to remain on the job.
- B. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the EMPLOYER to the Employee.
- C. During the trial period, employees will receive the rate of the job they are performing.
- D. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- E. A change in route assignment shall not constitute a promotion.



16. HOURS OF WORK

- A. The work week for Payroll purposes is Friday through Thursday.
- B. Special assignments will be given by the Director of Transportation.
- C. There shall be established a special roster for assignment of special trips for each school year. This list shall in the first instance be a seniority list. Thereafter there shall be computed, on a bi-weekly basis, the total accumulated special trip hours for each driver. Drivers shall be assigned to special trips on the basis of this special roster, the driver with least special trip hours having the first right, not to include the following:
  - 1. If his personal time schedule does not permit him to make the trip.
  - 2. If the trip does not interfere with regular assigned dally run. Shuttle runs which are connected with the school curriculum and are within the Twin City area shall not be considered a special run for the purpose of the assignment and shall not be considered a special run for roster time. For the purpose of this section, an employee who is assigned a special trip that would cause him to lose his regular run shall only be charged on the special roster with total hours of the special trip less regular hours lost. For the purpose of this section, an employee who is assigned a special trip on the basis of this special roster and does not choose to accept the trip shall be charged with the hours of the special trip on the special trip roster the same as though the trip was accepted.

- D. Any hours worked, at the request of the Director, other than bus driving, shall be charged to the special trip roster in an effort to equalize hours.
- E. Special trips and summer programs are not to be considered as regular hours.
- F. Route schedules showing the Employee's runs shall be furnished to all Employees by their supervisor and shall be posted on the bulletin board in the office. All drivers shall be paid at the regular rate of pay.
- G. Overtime. Time and one-half shall be paid for all hours over 40 hours in any one week as defined in (A) of this article.
- H. Any employee called to work on an emergency run shall be paid for a minimum of one hour at the established rate of pay. An emergency shall be defined as any unforeseen incident over which the EMPLOYER has no control. If the emergency should be for a special trip, these hours shall be charged against roster time of the driver who goes on the trip and notation will be made on roster and requisition form.
- I. Summer driving shall be on a voluntary basis. Drivers shall place their names on the summer driving list. Summer drivers shall be selected on a seniority basis from this list.
- J. An Employee reporting for work as a bus driver on a noon run shall be guaranteed one hour at the regular rate of pay.



K. Upon request by the Chief Steward the EMPLOYER shall furnish the Time Record Sheet of any Bus Driver.

17. MEALS AND LODGING

The EMPLOYER shall assume the cost of any housing and meals of drivers on any special trips requiring an overnight stay outside the district. The EMPLOYER shall furnish a meal on any special trip outside the district of a duration of four (4) hours or more, and shall furnish a meal or the cost of a meal every four hours thereafter. In no case shall more than three (3) meals be furnished within a twenty-four (24) hour period.

Meal cost shall be limited to:

\$1.00	Breakfast
\$2.00	Lunch
\$3.00	Dinner



#### 18. JURY DUTY

When an Employee is absent from work because of Jury Service for a period not in excess of two weeks, he shall be paid his average weekly wage (without special trips) over the last month. If he is absent for a period in excess of two weeks he shall be paid his above rate minus his pay as a juror. The intention is that he should not make undue profit from this public service.

19. WORKMEN'S COMPENSATION

Each Employee will be covered by the applicable Workmen's Compensation Laws.



20. UNION BULLETIN BOARD

A. The EMPLOYER will provide a bulletin board in the transportation headquarters which may be used by the UNION for posting notices of the following types:

1. Notices of Recreational and Social Events
2. Notices of Elections
3. Notices of results of elections
4. Notices of Meetings

B. A copy of notices will be forwarded to the EMPLOYER.

21. LEAVE FOR MILITARY SERVICE

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their average weekly pay during the last preceding month with the District when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit with pay provided duty is during the period the person is normally employed. Additional time is without pay.



22. LEAVE OF ABSENCE

Leaves of absence for reasonable periods not to exceed two (2) years will be granted without loss of seniority for: (Without pay)

1. Maternity Leave
2. Illness Leave (Physical or Mental)
3. Prolonged illness in immediate family

23. LEAVE FOR UNION BUSINESS

Members of the UNION elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off to attend such conferences and/or conventions. The limit shall be two (2) weeks in any fiscal year.



24. BEREAVEMENT LEAVE

Each employee shall be entitled to a maximum of three (3) days of leave, with pay, in the event of death in the immediate family. Immediate family shall be defined as spouse, parents, parents-in law, or children of the employee.

It is agreed that the maximum for the term of the agreement is a total of three days per year.

25. MAINTENANCE OF MEMBERSHIP

Any employee who is a member of the UNION on the effective date of this contract shall, as a condition of continued employment, remain a member of the UNION during the term of this contract. Any employee in the unit who joins the UNION after the effective date of this contract shall, as a condition of continued employment, remain a member of the Union during the term of this contract.



26. DUES CHECK-OFF

- A. Upon receipt of an authorization by any employee in the unit, the EMPLOYER shall deduct from the Employee's pay the UNION monthly dues payable by any Employee who is a member of the UNION. Deductions shall commence with the pay first due following ten (10) days after receipt of the authorization and shall continue monthly until revoked in writing by the Employee to the EMPLOYER with a copy to the UNION.
- B. All sums deducted shall be remitted to the Treasurer of the UNION together with a list of Employees from whom deductions were made no later than seven (7) days after deduction, excepting in case of emergency.
- C. EMPLOYER shall not be obligated to make deduction of the dues of any employee who revokes such authorization in writing at any time. The EMPLOYER shall notify the UNION of any revocations received with the next transmission of dues.
- D. The UNION shall certify to the EMPLOYER the amount of dues and name and address of the Treasurer to whom payment shall be made and the UNION will indemnify the EMPLOYER and hold it harmless against any and all loss or damage that the EMPLOYER may suffer by reason of remittance to the person so certified.

E. The EMPLOYER shall not be responsible to any Employee for any claim of excessive deduction when the EMPLOYER deducts amounts certified by the UNION.



27. WAGES, HOLIDAY PROVISIONS AND VACATION PAY

- A. Wage rates for employees on probation shall be \$2.10 per hour.
- B. Wage rates for regular employees with less than one (1) year of seniority shall be \$2.35 per hour.
- C. Wage rates for regular employees over one (1) year seniority in excess of one (1) year shall be \$2.70 per hour.
- D. Seniority shall be defined in Section 8, Part A.
- E. The provisions of this section shall be retroactive to July 1, 1969, for those persons on the payroll on the date of this agreement.

HOLIDAY PROVISIONS

The following days shall be recognized and observed as paid holidays: Thanksgiving Day, Christmas Day and New Years Day. All regular employees shall be paid their regular rate based on the number of hours they are scheduled per day. To be eligible for holiday pay a driver shall work the scheduled day before and the scheduled day after unless an employee is on an approved day off.

#### VACATION PAY

All employees shall receive pay in lieu of vacation, based on 2% of their annual wage after completion of one (1) year and 4% of their annual wage after completion of two (2) years seniority. Payments shall be made no later than three (3) weeks after the end of the regular school year. For the purposes of this section a driver must be employed through the last day of the school year to qualify for vacation pay. If the employee begins after the first day of bus transportation for the school year, he will not receive vacation pay until that anniversary date.

28. TERM OF AGREEMENT

This agreement will become effective on September 8, 1969, and will remain in effect up to and including June 30, 1972, except that the matter of wages (hourly rates of pay) for fiscal years 1970/71 and 1971/72 will be negotiable each year.

If either party desires to modify or change this agreement it shall sixty (60) days prior to the termination date give written notice to the other. Upon receipt of notice the parties shall set a meeting to open negotiations in the sixty(60) days prior to expiration date.



IN WITNESS WHEREOF The parties hereto have caused this  
Instrument to be executed on the day and year first above  
written.

Bus Drivers Unit of Local 953  
Affiliated With the International  
Union of the American Federation  
of State, County and Municipal  
Employees and Council 55,  
A.F.L.C.I.O.

SCHOOL DISTRICT OF THE  
CITY OF BENTON HARBOR

Charlotte Osby

Lester E. Page, President

Odessa Wilson

Harzel Taylor, Secretary

Nelline Robinson

\_\_\_\_\_

Joe Bogan

\_\_\_\_\_

Ephert R. Eckelbarger

\_\_\_\_\_

In Presence Of:

In Presence Of:

Ben J. Mammina

Raymond M. Sreboth