

6/30/2000

5110

At their Regular Meeting on Tuesday, June 9, 1998 the Gibraltar Board of Education approved the following motion:

“I move the Gibraltar Board of Education ratify the agreement between the Gibraltar Board of Education and the Gibraltar Custodial/Maintenance Association/MEA recommending a salary increase for the years 1998/99, 1999/2000, 2000/2001, 2001/2002 and 2002/2003; further that all other articles of the agreed to contract presently in effect between the parties be extended to June 30, 2003 as recommended by Superintendent James R. Vollmar.”

The salary agreement will be ready for signatures the first of the week...please stop by Central Office at your convenience and sign the document.

Sincerely,



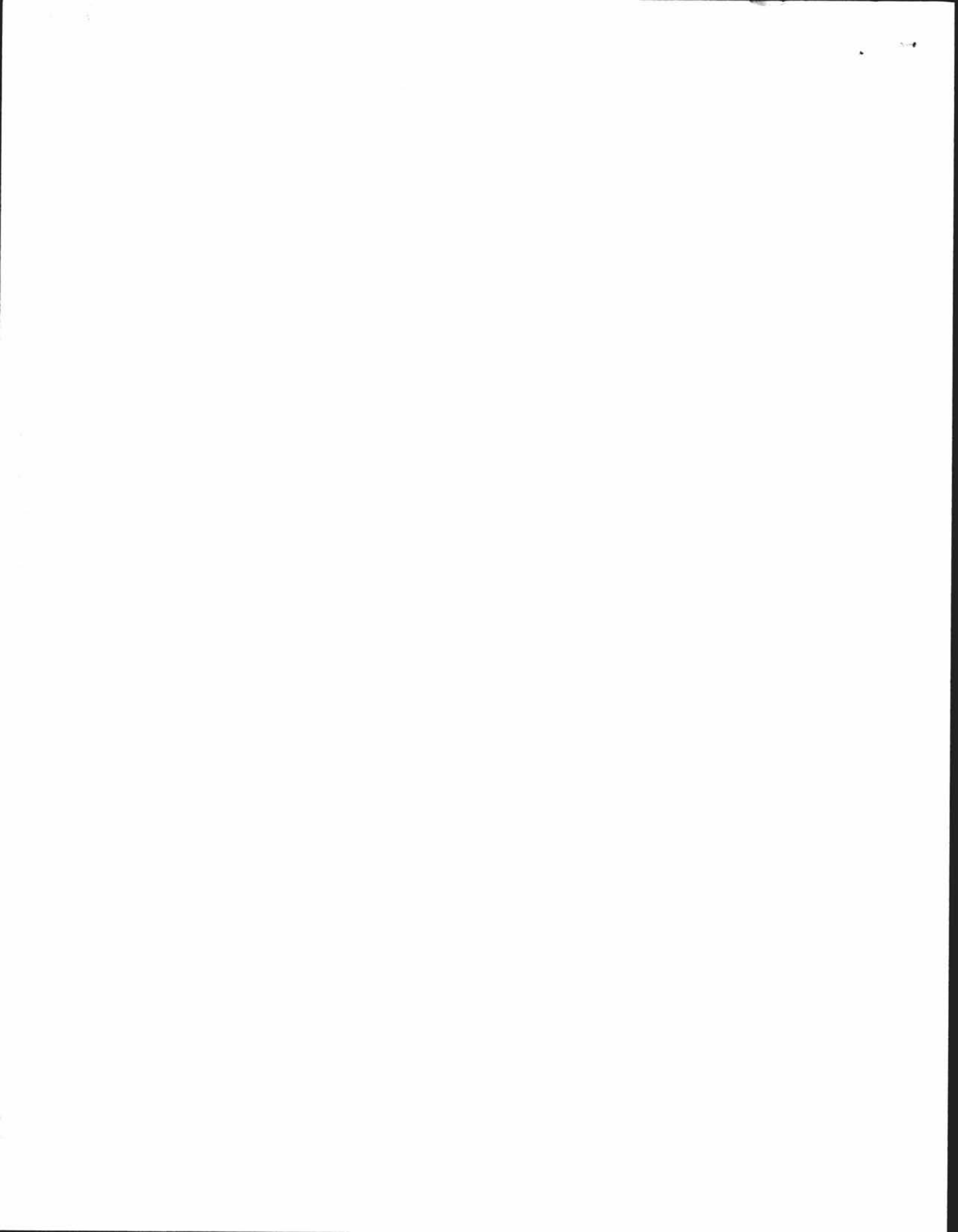
James R. Vollmar
Superintendent

JRV:sp

cc: Business Office

g:custodialmaintenance:ratificationmemo

Gibraltar School District



CUSTODIAL/MAINTENANCE

<u>MAINTENANCE</u>	<u>1998/99</u>	<u>1999/00</u>	<u>2000/01</u>	<u>2001/02</u>	<u>2002/03</u>
Head Mechanic	\$16.94	\$17.53			
Mechanic	16.47	17.05			
Asst. Mechanic	15.81	16.36			
Maintenance Man	16.47	17.05			
Handyman Trainee	15.93	16.49			
Maint. Heat/Cool	17.17	17.77			
Groundsman	15.81	16.36			


CUSTODIAL

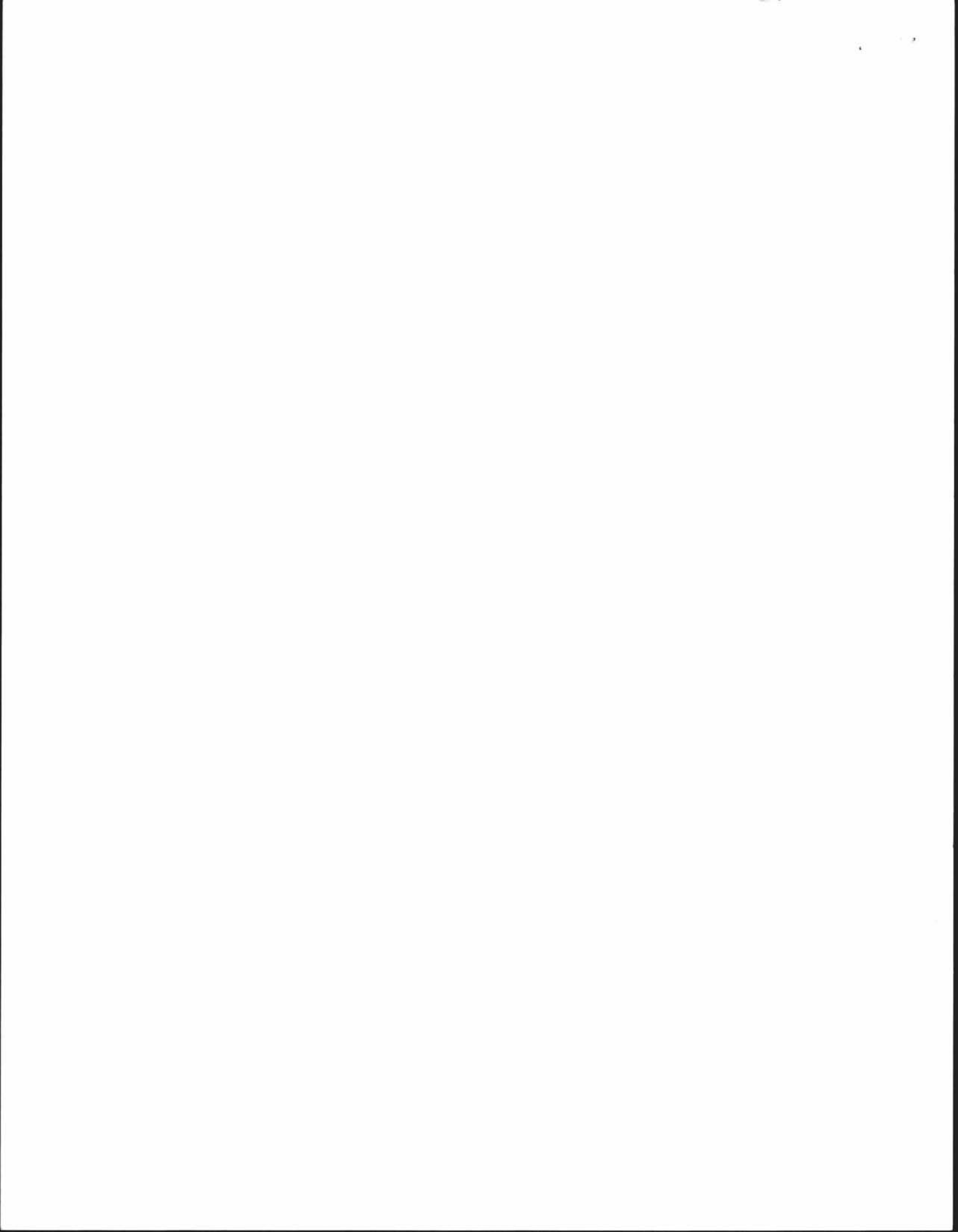
Head Cust – HS	16.35	16.92
Head Cust – MS	16.11	16.67
Head Cust – Elem	15.98	16.54
Cleaner-Shift Leader	15.74	16.29
Cleaner	15.52	16.06

The 1999-2000 percentage increase in the foundation allowance is four percent (4%). Per the C/M agreement for the school years 1999/2000, 2000/2001, 2001/2002, and 2002/2003 the salary will be calculated based upon the existing salary schedule plus the total of one-half (1/2) of one percentage point less than the percent change in the basic per pupil foundation grant paid to the District by the State for the 1998-99 school year, as compared to that for the 1997-98 school year. Annual percentage increases shall be no more than three and one-half (3.5%) percent or less than two (2%) percent. The 1999-2000 salary is increased by three and one-half percent (3.5%).

cmsalary

DLC
IN
CONTRACT
BK





6/30/2000

5110

AGREEMENT

between

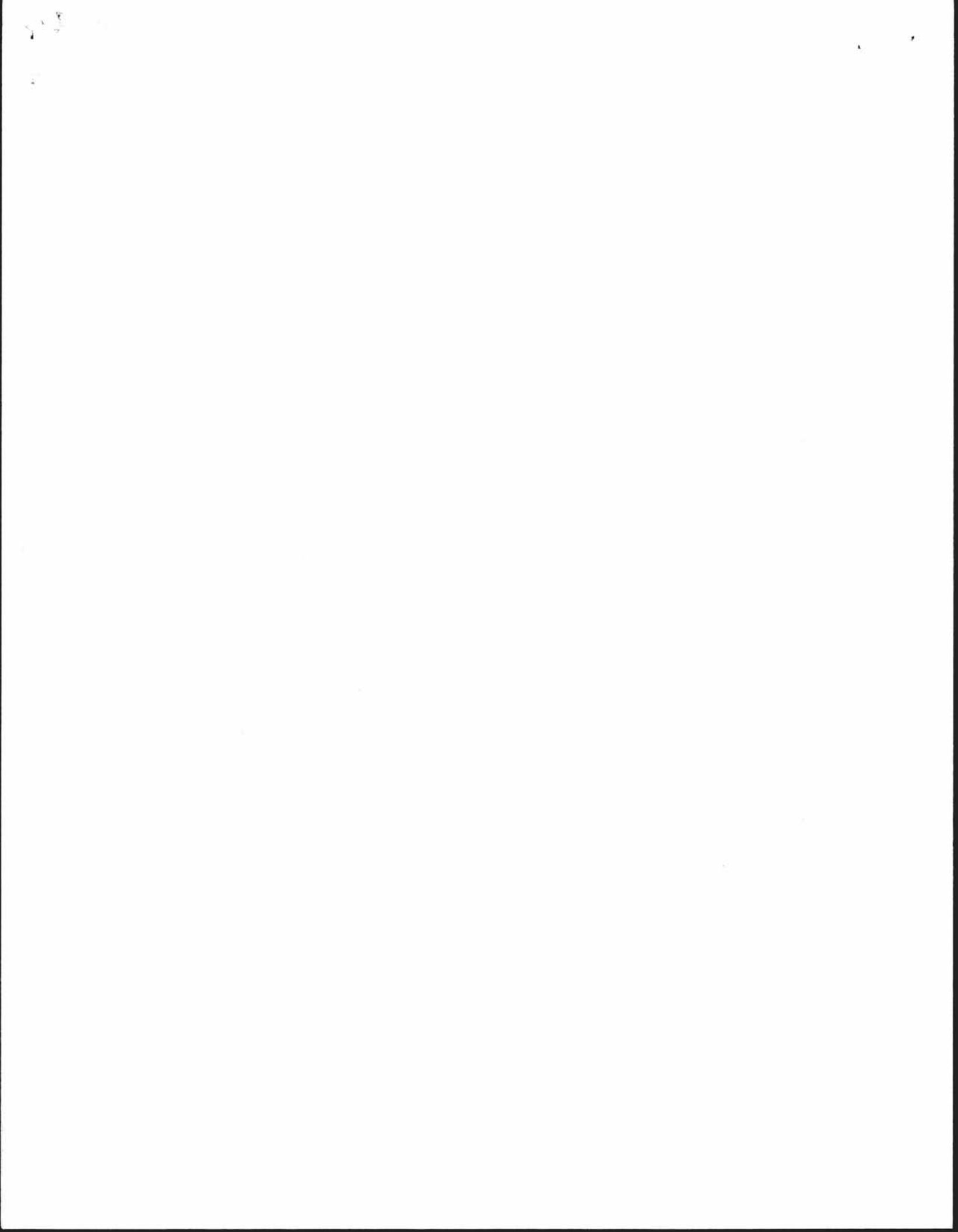
THE GIBRALTAR BOARD OF EDUCATION

and

**THE GIBRALTAR CUSTODIAL-MAINTENANCE
ASSOCIATION/MEA**

JULY 1, 1993 - JUNE 30, 2000

Abdul Karim Abdul Karim



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corrected page

Walt Jefferson
12/12/95

AGREEMENT

This Agreement is entered into by and between the Board of Education of the Gibraltar School District, Wayne County, Michigan, hereinafter called the "Board" or the "Employer" and the Gibraltar Custodial - Maintenance Association/MEA herein called the "Union".

ARTICLE 1

RECOGNITION

1. The Board recognizes the Union as certified by Michigan Employment Relations Commission in Case No. D85-1-2217, as the sole and exclusive bargaining representative for all custodial and maintenance employees, including master mechanic and lunch truck driver, employed by the Gibraltar School District; but excluding probationary and temporary employees, office clerical employees, supervisors, foreman, and all other employees.
2. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 2

RIGHTS OF THE BOARD

The Board retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of the Agreement. It is further understood and agreed that the Employer (Board) has all the customary and usual rights, powers, functions and authority of management not specifically abridged or modified by this Agreement.

The Union recognizes the Employer's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the School District in the County of Wayne as efficiently and at the lowest cost consistent with fair labor standards.

ARTICLE 3

AGENCY SHOP

1. Any employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Board, an assignment authorizing deduction of monthly dues in the Union which sum shall be designated by the Union in writing. Such authorization shall continue in effect from year to year unless revoked in writing thirty (30) days prior to the termination date of this Agreement. Pursuant to such authorization, the Board shall deduct such dues from the first regular salary check of the employee each month.
2. Any employee who is not a member of the Union or who does not make application for membership within fifteen (15) calendar

days from the date of receiving permanent employee status from the Board shall, as a condition of employment pay as service charge to the Union, an amount equal to the monthly dues of the Union, provided, however, that the employee shall authorize payroll deduction for such charge in the same manner as provided in the preceding paragraph. In the event that an employee shall not pay such service charge directly to the Union or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board shall cause the termination of employment of such employee provided all procedures required by this article and by applicable law are fulfilled.

3. The procedure in all cases of discharge for violation of this provision shall be in conformity and compliance with the paragraphs hereinafter cited.
 - a. The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - b. If the employee fails to comply, the Union may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
 - c. The Board only upon receipt of said charges and request for termination, shall conduct an investigation of said charges, and if all requirements are met, then termination notice will be given.
4. **Remittance of dues to Financial Officer.** Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list from who dues have been deducted as soon as possible after the 15th day of the current month. The Union agrees to hold the Board harmless and without liability from any claims of erroneous deductions for any amount of dues or fees deducted by the Board and paid to the Union.
5. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding paragraphs 2 through 5 of this Article. The Union further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, including reimbursement to the Board for any Unemployment Compensation paid by reason of action taken by the Board for the purpose of complying with this Article subject to

the following conditions:

- a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- b. The Union, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article or the damages and costs which may be assessed against the Board by the Court of Tribunal.
- c. The Union shall have the right to compromise or settle any claim made against the Board under this Article.

ARTICLE 4

REPRESENTATION

1. The Union will furnish in writing the names of the Union officers no later than September of each year and within a reasonable time thereafter should there be any changes.
2. The Employer shall recognize up to three (3) employees designated to handle problems and communications with the Employer. Said employees shall be the local union officials who may file and present grievances. The Local Union President or a Steward may, upon receiving approval from the Supt's designated representative, investigate and present grievances to the employer without loss of time or pay. Should it become necessary for an employee to leave his work place in order to investigate a grievance, said employee shall obtain prior permission from the supervisor and give the name of the employee he is going to see. Said employee shall notify the Supervisor upon his return to work. This provision should not be abused by any employee and normally investigations shall be conducted outside business hours.
3. Should the Union representatives be required to attend any meetings with the administration during working hours, said Union representatives shall be released from work responsibilities without loss of pay.

ARTICLE 5

DISCRIMINATION

1. The Board and the Union will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of this membership or not-membership or participation or not-participation in the activities of the Union.
2. The Union agrees to continue to admit persons to membership

without discrimination on the basis of race, creed, color, sex, national origin or age.

3. 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 group or organization for the purpose of undermining the Union during the term of this Agreement.

ARTICLE 6

SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the MEA.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

1. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Any employee having a grievance shall first take up the matter with his immediate supervisor informally within ten (10) working days following the alleged contract violation or it shall be considered invalid. The Union Steward may be present, if so requested by the employee. The Supervisor shall have a maximum of seven (7) working days to resolve the issue.

The Union shall have the right to initiate a grievance on its behalf at the second step of this grievance procedure for disagreements which cannot be resolved by the individual employee procedure.

STEP 1. In the event the grievance is not resolved informally, the grievance shall be signed by the employee and union representative and presented in writing specifying the Article and Section of the Agreement from which the alleged grievance arises, to the immediate Supervisor of Maintenance within seven (7) working days following the Supervisor's informal disposition or lack of same. The Supervisor shall attempt to adjust the matter and shall respond to the representative or

corrected page

employee in writing within seven (7) working days.

STEP 2. If the grievance still remains unadjusted it shall be presented by the Union Representative or Union Grievance Committee to the Superintendent of Schools or his/ her designee in writing as in Step 1 within seven (7) working days after response of the Supervisor is due. Either party may request and shall be granted a meeting at Step 2. The grievant, grievance committee and representative of MEA may attend meetings at Step 2. The superintendent or his/her designee shall attempt to adjust the matter and shall respond in writing to the Union Steward, Union Representative, or Grievance Committee, with a copy of the response to the Local President within ten (10) working days.

* [If the grievance remains unadjusted, the Union will ^{Board} notify the district within 10 days of receiving the formal first step response, that it wishes to proceed to Committee Level/Step 3 of this Article.

Step 3. Committee Level of the grievance procedure shall consist of one Board-appointed panel and one comprised of Union Members. Neither party shall exceed three (3) members per panel. Assembling of each party's panel shall be performed within a period of time not to exceed five (5) working days unless a mutually agreeable extension is reached between the parties. Refusal of the district's panel to take part in, and/or delaying beyond a five (5) working day period of time, any requested committee hearing, shall allow the Union to advance the instant grievance to the next step of the grievance procedure. Failure of the Union to take part in a hearing it has requested shall be interpreted as the instant grievance having been withdrawn.

If the grievance remains unresolved after the third step (Committee Level) of the grievance procedure, either party may exercise its rights to proceed to Step 4.

STEP 4. If the grievance is still unsettled, the Union may, within thirty (30) calendar days after the reply of the panel is due, by written notice to the other party, request arbitration. The parties shall attempt to mutually agree upon the arbitrator within fifteen (15) calendar days after notice has been received. If the parties are unable to mutually agree upon an arbitrator within fifteen (15) calendar days, the arbitrator shall be selected in accordance with the rules of the A.A.A. (American Arbitration Association). Expenses for the arbitrator's service and the proceedings shall be borne 65% by the losing party and 35% by the prevailing party, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to

available to the other party provided the other party bears half the cost.

The Arbitrator will not have the power to add to, subtract from, change, or amend any of the terms of this contract, but shall concern himself only with the interpretations and application of the terms of this Agreement; nor will he insert his judgement for that of the Employer. If the Arbitrator's decision is within the scope of his authority, it will be binding on the union, its members and the employee or employees involved and the Employer.

The Arbitrator must render his decision on the matter before him not later than thirty (30) calendar days from the final day of the hearing (s). Upon mutual agreement of the parties, an arbitrator may issue his decision verbally, immediately following conclusion of the hearing(s).

2. The time limits of this procedure may be extended by mutual consent in writing.
3. No decision on or adjustment of, a grievance shall be contrary to any provision of this agreement.
4. Failure at any step of this procedure by the Employer to communicate the decision of a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure. Failure to file a grievance or appeal a decision at any step within the specified time limit shall be deemed a withdrawal of the grievance and it shall not be reinstated.

ARTICLE 8

DISCIPLINE & DISCHARGE

1. The employer shall not discipline or discharge any employee without just cause.
2. Discipline shall be defined as any oral or written reprimand, oral or written warning, suspension, or disciplinary layoff. With the exception of oral discipline or discharge proceedings the Board will include in the written disciplinary document the following:

"You are hereby notified that you have the right to consult your Union Representative relative to this disciplinary action and object via the grievance procedure."

In the event of written disciplinary action, the employee shall sign the document acknowledging only that he has read and received said document.

Acknowledging that discipline is a constructive tool to improve behavior of an employee the Board will proceed in the following manner in its dispensing of discipline:

- a) Issue an oral warning (informal).
- b) Issue an oral warning (formal).
If the employee wishes, a Union representative may be present.
- c) Issue a written warning.
- d) Issue suspension without pay as follows:
First suspension three (3) days.
Second suspension five (5) days.
If behavior is not corrected, more severe suspensions may occur or the employee may be discharged.
- e) Prior to any discharge, the Board shall suspend the employee for five (5) days without pay.

Nothing herein shall prevent the Board from commencing discipline at any appropriate step should circumstances warrant. Disciplinary records more than two (2) years old will not be considered in new instances of discipline.

3. **Discharge.** When an employee's behavior or work performance warrants discharge the employee and his representative will be notified in writing that the employee has been discharged at the time of discharge. The Union shall have the right to take up a discharge as a grievance at the second (2) step in the grievance procedure, and the matter shall be handled in accordance with that procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly discharged shall be reinstated with full compensation and recoverable benefits for all lost time, if determined so by the settlement or the Arbitrator.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, unless overtime was involved in the case.

ARTICLE 9 PROBATIONARY EMPLOYEES / NEW EMPLOYEES

1. New employees hired shall be considered as probationary employees until the Board formally approves the permanent hiring of such employees at its first regularly scheduled meeting next following completion of 120 calendar days of employment. The purpose of the probationary period is to allow management time to evaluate their ability to become a permanent employee. When an employee completes the probationary period by being formally hired by the Board, he shall be entered on the seniority list of the unit from the first date of employment in the classification covered by the bargaining

Corrected page

Walter Johnson
12/12/75

unit. There shall be no seniority among probationary employees.

- 2. During the probationary period, probationary employees shall not be members of the bargaining unit and with the exception of the **New Employee Wage Schedule** listed below, shall not receive any of the benefits or have access to the grievance procedure provided by this Agreement.

NEW EMPLOYEE WAGE SCHEDULE

First Six (6) Months (520 hours)	65% of top cleaner rate
Second Six (6) Months (520 hours)	70% of top cleaner rate
Second Year (1,040 hours)	80% of top cleaner rate
Third Year (1,040 hours)	90% of top cleaner rate
Fourth Year	100% of top cleaner rate

ARTICLE 10

SENIORITY

- 1. As of the effective date of this agreement, seniority ranking shall be as previously agreed to by the parties in the seniority list dated February, 1976 for all existing personnel. From that date forward, seniority shall be determined by the provisions of the Article.

Seniority shall be on a school district-wide basis within the bargaining unit and defined as dating from the first day worked in classification covered by this bargaining unit subject to certain provisions subsequently outlined i.,e. probationary employees, promotions out of the bargaining unit, etc.

In the event of conflicts arising due to identical employment starting dates ranking shall occur by the last four digits of the respective Social Security numbers, the one with the higher number being a higher seniority rank. For example:

Employee #1	9-1-76	SS3 367-20-6000
Employee #2	9-1-76	SS# 558-30-5999

- 2. Seniority shall be a required principle in determining promotions. Ability and job experience shall also be considered. If ability and job experience are equal, seniority shall be the deciding factor.
- 3. Seniority shall be granted for time spent away from the job on involuntary service with the United States Armed Services.
- 4. An employee returning from service with the Armed Forces of our country within ninety (90) days of honorable discharge date shall be granted the privilege of exercising his seniority within the bargaining unit.

5. Seniority ranking shall be brought up to date once a year and a copy sent to each employee.
6. If an employee is transferred or promoted to a position under the Employer not included in the bargaining unit, he shall be given a trial period of up to ninety (90) calendar days, during which time he shall be entitled to transfer back to his former job status and location. If the employee fails to return to the bargaining unit within 90 calendar days, the employee's seniority within the Custodial/Maintenance bargaining unit shall be frozen from the day the employee left the department and shall remain frozen until such time as the employee:
 - a) Returns to the bargaining unit....or,
 - b) Is no longer employed by the district.

Upon a transferred employee's return to the Custodial/maintenance department, the employee shall be entitled to bumping rights within the department, to any position their frozen seniority affords them under #9 of this article.

Only members of the Gibraltar Custodial/Maintenance Association/MEA, shall accumulate seniority within the custodial/maintenance department.

7. An employee shall lose his/her seniority for the following reasons:
 - a) He/she quits.
 - b) He/she is discharged for just cause.
 - c) He/she is absent for three (3) days without notifying the appropriate administrator.
 - d) He/she fails to return from a Board authorized leave-of-absence on the date specified.
 - e) He/she is laid off for a period in excess of his accumulated seniority at time of layoff.
8. The seniority of an employee shall not be lost because of an approved absence.
9. An employee who is bumped by another employee with greater seniority shall have the right to select the highest position in the bargaining unit for which he/she qualified by seniority, provided that no employee may displace another employee in a different job classification regardless of seniority, unless he himself is qualified to perform the duties of that classification.
10. There shall be no seniority among probationary employees. Upon

completion of probationary period by formal Board hiring as defined in Article 9 the employee shall be entered on the seniority list of the bargaining unit and shall rank for seniority from the first (1st) day of employment in the classification covered by the bargaining unit.

11. The President of the Union and two (2) stewards shall be assigned regular, full-time positions, provided work is available and they can perform the work. Full-time shall mean a regular forty-hour position.

Any job assignment scheduled for less than forty (40) hours per week shall be offered to the least senior employee working, and if said employee refuses, he or she shall be allowed to request being placed on layoff status, and the most senior person on layoff shall be recalled.

- 12 The parties do hereby agree the following execution of right of seniority and will hereby consider it policy.
 - a. District-wide seniority will prevail at each work site within each classification when pertaining to Job Preference.

ARTICLE 11

SUPPLEMENTARY AGREEMENTS

Need explicit } All supplemental agreements shall be subject to the approval of the Board and the Union. They shall be approved or rejected within a period of thirty (30) calendar days following the date they are filed by the Local Union or by the Board.

ARTICLE 12

LAYOFF - RECALL

1. The word "layoff" means a reduction in working force.
2. If it becomes necessary for a layoff, seasonal or part-time employees will be laid off first, then probationary employees will be laid off. Seniority employees will be laid off last according to seniority as covered in Article 10. Any seniority employee laid off shall be given a notice of layoff no less than two weeks prior to the effective date of layoff.
3. If an employee is laid off due to a reduction in the work force, he/she may be granted pay in lieu of any vacation days he has earned.
4. When the working force is increased after layoff, employees will be recalled according to seniority as covered in Article 10. Notice of recall to work shall be sent to the employee, at his/her address of record on file at the Board Office, by

registered or certified mail. It is the responsibility of the employee to keep the Board informed of his/her correct address.

5. If an employee fails to report for work within ten (10) working days form date of mailing of Notice of Recall, the employee shall be considered to have resigned. Extension may be granted by the Employer in proper cases. In every case of recall and in the case of an extension of time for an employee, the Board may require a complete physical examination at Board expense, prior to such recall or extension.
6. Laid-off seniority employees shall have first right to any seasonal or part-time employment opportunities. Wages and benefits for such employment shall be as contained in this Article.
 - a) Any laid-off seniority employee performing seasonal or part-time employment and having worked more than thirty (30) consecutive days shall be reinstated on Blue-Cross/Blue-Shield for the period of continued employment.
 - b) Any laid-off seniority employee called back for vacation or sick leave fill in shall be paid at his/her appropriate step of that classification he/she temporarily fills.
 - c) Any laid-off seniority employee called back for part-time or temporary help shall accumulate vacation days accruing at the rate of 1/12th of vacation per month of part-time or temporary work (or fraction) thereof. This formula should be applied to the amount of vacation to which the employee would have been entitled on the basis of his/her seniority the following July 1 had he/she not been laid off.
 - d) Any laid-off seniority employee called back for part-time or temporary work shall have access to the grievance procedure.
 - e) Any laid-off seniority employee shall accumulate seniority when called back to part-time or temporary help.
 - f) Any laid-off seniority employee performing seasonal/part-time work shall be entitled to all holiday compensation consistent with Article 20, Section 4, providing the employee worked the work day before and after the holiday. The holiday shall be counted toward the thirty (30) consecutive days pursuant to Section 6.a. above.

7. VOLUNTARY LAYOFF

Whenever a reduction of personnel is necessary, the following additional procedure will be implemented to offer seniority

personnel an opportunity to accept layoff on a voluntary basis. the number of participants on voluntary layoff shall not exceed the number of positions on layoff.

- a) Any participant on voluntary layoff under this agreement shall continue to accrue seniority for the school year for which the layoff was effected.
- b) Any bargaining unit member that wishes to participate in the voluntary layoff shall notify the Employer and the Union in writing no later than ten (10) days after notification by the employer. No member will be considered for this program who has not so indicated in writing. Voluntary layoffs are only available to members not otherwise laid off.
- c) Consideration for participation in this program shall be on a seniority basis, with the most senior members being given the voluntary layoff first.
- d) Except for the manner in which the member became laid off, the laid off member shall be treated as any other member on layoff except as specifically stated in this section.
- e) Should the member who is on voluntary layoff refuse a position during the period of voluntary layoff, then that member shall be automatically placed on a layoff leave for the remainder of the term and shall return from the layoff-leave as any other person on leave returns at the end of the term. Members on layoff-leave shall continue to accrue seniority for the remainder of the term. Once recalled from layoff and a layoff-leave status, unemployment eligibility ceases.
- f) Applications for participation in the voluntary layoff must be renewed in writing every four (4) months.
- g) After four (4) months of voluntary layoff, a member may return to the position he/she previously held, providing that the position is still available. If that position is no longer available, then that member shall have the right to bump a less senior member.

ARTICLE 13

RETIREMENT

1. Employees who retire while under contract who have served the District successfully for a period of:

1 - 15 years of service = \$10.00 per year
16- 20 years of service = \$20.00 per year
20 + years of service = \$30.00 per year.

In lieu of the above stated payment, an employee who retires before his 65th birthday will receive a lump sum payment of \$1,800 on the next regular scheduled payroll.

ARTICLE 14

BULLETIN BOARD

1. The Board will provide each building a bulletin board on which the Union shall have access for posting notices of the following types:
 - a) Notices of Union recreational and social events
 - b) Notices of Union elections.
 - c) Notices of Union meetings.
 - d) Notices of results of Union elections.

2. Except as permitted in Section 1 of the Article, there shall be no distribution or posting by employees or by the Union or its members or representatives, of any pamphlets or advertising for a political matter of the local district or related matters.

ARTICLE 15

FUNERAL LEAVE

In the event of death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) days, if the funeral is held within 300 miles of the school district for the purpose of preparing for and/or attending the funeral.

- a) If the funeral services are held between 300-500 miles from the school district, one (1) additional day shall be allowed or a total of four (4) days without loss of pay.

- b) If the funeral services are held beyond a distance of 500 miles, two (2) additional days shall be allowed or a total of five (5) days without loss of pay.

- c) The immediate family of an employee is defined as follows: spouse, children, parents, parents-in-law, grandchildren, grandparents, brother, sister, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, and other live-in dependents.

ARTICLE 16

PERSONAL BUSINESS LEAVE

1. **Personal Days.** At the beginning of every fiscal year, each Custodial/Maintenance employee shall be credited with three (3) days to be used to the employee's personal business, if he/she has one (1) year of continuous employment prior to the beginning of the fiscal year, otherwise the days will be

prorated. An employee planning to use a Personal Business Day shall notify the Maintenance Supervisor at least twenty-four (24) hours in advance except in cases of emergencies.

The day immediately prior to a regularly scheduled school holiday or vacation day and the day immediately following a regularly scheduled school holiday or vacation day, shall not be used for Personal Leave Days unless approved forty-eight (48) hours in advance by the Maintenance Supervisor.

ARTICLE 17

INSURANCE AND SICK DAYS

1. Each seniority employee covered by this Agreement will be advanced seven (7) non-cumulative sick days each school fiscal year. They shall be used solely for personal illness or injury.

Sick leave benefits beyond the first seven (7) days shall be provided by an income protection insurance policy which shall be maintained by the School Board. This policy shall include the following benefits:

- a) Full premium paid by the School District.
 - b) Coverage to start effective the eighth (8th) day of sickness.
 - c) Benefits to be 70% of base salary at time of sickness for the first year, and 60% of the base salary thereafter to a maximum of \$1,200/month but not beyond the age stipulated by the current insurance contract.
2. To avoid misuse of the provisions of this Article, employees may be required to provide a doctor's certification of illness or injury, if requested, after two (2) consecutive days of absence for illness or injury, should their attendance record be in question.
 3. Seniority employees, who are classed as full-time employees (20 hours or more per week) shall be entitled to term life insurance coverage of \$30,000 upon formal application for the coverage by the employee.
 4. Effective 7-1-91, seniority employees who are classified as full-time employees (20 hours or more per week), shall be provided a dental program by a reputable company comparable to Delta Dental 80-80-800 with an orthodontic rider 0-1. In the fiscal year 1991-92, the Board will pay 50% of the excess premium between said plan and Delta Dental Plan C with orthodontic rider 0-1, Plan C 50-50-01. In the fiscal year 1992-93, the Board will pay the entire premium.

5. Effective 10-1-86 seniority employees, who are classed as full-time employees (20 hours or more per week), shall be provided at Board expense, a vision plan offered by a reputable company in this field of underwriting, comparable to MESSA Plan 1.

ARTICLE 18 **PERSONAL AND HEALTH LEAVE OF ABSENCE**

HEALTH

1. Upon written request, an employee having completed one year of service will be granted up to one (1) year leave of absence without loss of seniority for health reasons not covered under sick leave provisions of Article XV11 when so certified by a competent physician.
2. The Employer may periodically and at the expiration of such leave require the presentation of medical proof of such disability and the employees ability to return to his normal and regular job functions held prior to said disability.
3. The Board may grant an extension of such leave, but the extension itself and the duration thereof will be the prerogative of the Board and will be based on the medical evidence submitted to establish the necessity of such extension.
4. All such leaves shall be without pay or benefits.
5. All employees returning to employment from such a leave shall receive all pay raises and benefits including seniority applicable during the period of absence but this provision shall not be interpreted to infer any payment of wages or fringes during said leave.
6. Reinstatement shall be granted to the employee's former job which he/she held at the time the leave commenced; or if the job is no longer in existence, to a job to which the employee could bump, in accordance with his seniority.

PERSONAL

1. Personal Leave of Absence with seniority accumulation, but without pay of benefits, for up to six months may be granted by the Board of Education or its designee, to members of this bargaining unit who have completed one year of service to the district, and request the leave in writing. It is understood that the employee may return to the same position held at the commencement of the leave, or if such position no longer exists, to a comparable position in accordance with seniority.
2. During the period of time that the bargaining unit members has elected a Personal Leave of Absence, the Board may temporarily

fill the vacancy created, in accordance with Article 23, Section 2.

ARTICLE 19

LEAVES - JURY DUTY

1. All school employees who are called to jury duty shall notify the Superintendent as soon as notice is received. Employees shall request the Court to defer jury duty whenever possible to the summer months. The Superintendent will confirm and support such requests when necessary.
2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between his/her regular daily wages and pay received for jury duty on those days when juries are in session by Court Rule or local custom.
3. An employee required to appear in Court either as principal or witness shall suffer no loss of pay or leave days.
4. Abuses will be mutually investigated.

ARTICLE 20

HOLIDAYS

The following days shall constitute paid holidays for which each seniority employee will receive time off with pay subject to the conditions to this Article for the number of hours in the employee's normal work day, not to exceed eight (8) hours. Probationary, seasonal, or part-time employees shall not be entitled to holiday pay.

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before new Year's Day
Winter Break Day(s): In accordance with the negotiated school calendar.	

In the event that any of the designated holidays fall other than during the regular work week, the following rules shall apply:

1. Should the holiday fall on Saturday, Friday shall be considered the holiday.
2. Should the holiday fall on Sunday, Monday shall be considered the holiday.
3. Both 1 and 2 above are subject to the provision that no day

when school is in session shall ever be considered a holiday. In the event either 1 or 2 would result in placing observance of the holiday on a day when school is in session, then the following would apply:

Employees shall receive either an extra day's pay or be given the equivalent amount of released time as determined by the administration. Released time shall be taken only at times designated by the administration. The administration shall consider the wishes of the employees in this matter, to the extent of polling the employees and discussing the matter with the representatives of the Union, but the final decision will rest with the administration.

4. All regular employees will be paid for the above holidays provided they work on the scheduled work days previous to and following the holiday, unless vacation or sick leave is taken or just cause can be established for not reporting to work.
5. On winter break days only, each building will have one (1) custodian or duty. This custodian shall be someone normally assigned to that building. In addition, one (1) maintenance man shall also be assigned. These employees shall be provided compensation time for all time worked on these days.

ARTICLE 21

VACATIONS

1. Seniority employees whose job assignment extends over the full year, twelve (12) months, shall be entitled to vacation with full pay. Employees whose job assignments are probationary, seasonal, or substitute, are not eligible for a paid vacation.
2. Vacation pay will be based on the regular weekly pay of the employee exclusive of overtime.
3. In the first year of employment all regular employees shall accrue one (1) day of vacation per full month of employment to a maximum of ten (10) days to be taken the following fiscal year after completing probationary period. After completing one (1) year of service, seniority employees shall receive two (2) weeks vacation in the succeeding fiscal year.

ADDITIONAL VACATIONS

4. Commencing with the 4th vacation entitlement, each regular employee shall be entitled to two weeks plus one day of vacation, commencing with the 5th vacation entitlement each regular employee shall be entitled to two (2) weeks, plus two (2) days vacation, etc., to a maximum of twenty-five (25) days.

5. Any employee who leaves the employment of the Employer during the year as a result of dismissal with just cause shall forfeit all vacation rights.
6. If an employee is laid off, voluntarily quits, is on Worker's Compensation Leave or retires, he/she shall receive unused vacation credit. A recalled employee who received such credit at the time of layoff will have credit deducted.
7. Any employee eligible for vacation who misses work during the year due to Leave of Absence, shall be entitled to only a prorated vacation with pay during the vacation period on the following basis:

Total 1 month absence	- 90% of vacation pay
Total 2 month absence	- 80% of vacation pay
Total 3 month absence	- 60% of vacation pay
Total 4 month absence	- 50% of vacation pay
Total 5 month absence	- 40% of vacation pay
Total 6 month absence	- 30% of vacation pay
Total 7 month absence	- 20% of vacation pay
Over 7 months absence	- 0% of vacation pay

Any employee eligible for vacation who misses work during the year due to sickness or injury covered by the long-term disability plan shall continue to accrue vacation for up to 1 year of such absence with no entitlement thereafter.

8. The vacation year shall be from July 1 to June 30. Vacations will be granted during the year as suitable considering both the wishes of the employee to the extent possible and the efficient operation of the department concerned.
9. Employees will submit vacation requests for the next school year by June 1st, when possible. The vacation schedule shall be established on the basis of seniority and job classification by the Assistant Superintendent or the Director of Maintenance. Employees may submit vacation requests after June 1st, but at least one (1) month in advance. Except in emergencies, the schedule shall be adhered to by the parties.

Notification of the disposition of the request shall be communicated to the employee in writing in no more than ten (10) days from the date of the request.
10. If a paid holiday, as defined hereinafter, falls during an employee's vacation period (exclusive of Saturday or Sunday) the employee will have the option of taking an extra day or will be paid for the holiday at twice his regular daily rate.
11. Vacation days shall not be cumulative. If earned vacation is not made available by the administration during the vacation

period, the employee shall have the option of receiving vacation pay or a vacation as approved by the Superintendent.

ARTICLE 22

ACT OF GOD DAYS

Employees covered by this Agreement will not be penalized or "docked" due to time lost due to an "Act of God"

Employees shall make every reasonable effort to report to work on such days and to contact the School District if they are unable to report. When an employee does report for work, compensatory time off shall be granted on not-school days to be approved by the Supervisor of Maintenance.

ARTICLE 23

JOB PREFERENCE

- 1.a. If a permanent vacancy or a new job occurs in the bargaining unit and if the Board determines to fill such position, the position shall be posted on the bulletin board for a period of five (5) working days during which period, seniority employees may make a written application for such job to the department supervisor. Bid notice will contain location and shift. Notice of applications from members of the bargaining unit shall be furnished to the Local President. Employees failing to submit a written application within the five (5) working day posting period, shall be considered as having refused to apply for such vacancy.
- b. Such vacancy shall be filled on the basis of applicants meeting minimum ability and job experience requirements and when these are equal, seniority shall prevail. Notice of successful applicant will be given to employee and Local President upon awarding of bid. Should no written job application be received during the five (5) working day posting period, the Board may fill the vacancy by hiring a new employee or by transfer first of probationary employees and then of the least senior employee.
- c. The successful bidder to a classification not previously held in accordance with the procedure set forth above shall undergo a trial period of up to 90 working days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has bid during the trial period then such employee shall be notified in writing of the deficiencies and shall be restored to his former position. The employer in such case shall have the right to require the employee to remain on the job until such time as the job is again posted and filled but not in excess of 30 calendar days. If the employee's former position has been discontinued, he shall bump back to the former classification or lower

classification in accordance with the seniority provisions of this contract. During the trial period, the successful bidder will receive the rate of pay for the job he is performing.

- 2.a. In the event of temporary openings as a result of extended sick leave known in advance to exceed thirty (30) calendar days, or a leave of absence due to health, maternity or personal requiring approval by the Board of Education, and if the Board determines to fill such job, it will be available for temporary bidding in accordance with the following procedures:
 - b. The job will be posted for temporary bids for a five (5) working day period of time. Seniority employees of the bargaining unit interested in applying for a posted temporary opening must do so in writing to the Department Supervisor within the five (5) working day posting period. At the conclusion of that period, the vacancy shall be temporarily filled by the most senior applicant meeting the minimum ability and job experience requirements
 - c. The successful applicant will fill the temporary opening until such time as the employee originally assigned to the job returns from the authorized absence. At the time of such return, the successful applicant for the temporary opening will be replaced by the original employee on the job and the successful applicant will return to the job that he or she was performing prior to the time that the opening occurred and will not have any right to remain on the job he or she filled on a temporary basis.
 - d. It is understood that for the interim period including the five (5) working day posting period and as a replacement for the successful applicant, the school district may assign the least senior qualified employee to fill vacancy occurring.
 - e. Other temporary openings occurring shall be filled by assignment of the least senior qualified employee or by temporary substitute.
3. **TRAINEE POSITIONS.** The parties acknowledge that certain job functions within the bargaining unit call for the application of certain skills such as Maintenance Persons, Head Mechanic-Maintenance Person, or the Assistant Mechanics. Whenever the Board has need to fill such a position, a trainee position may be created. Such Trainees must meet certain basic requirements such as scoring minimum requirements (60 percentile or better or an equivalent score under other systems such as raw score) on a mechanical aptitude test, or job related test to be administered by the Board and show minimum ability and job experience requirements. When test scores meet requirements and minimum ability and job experience requirements are equal, the senior applicant shall be granted the training position.

The Board will notify applicants of the time and place of testing at least five (5) working days prior to the administration of tests. The Trainee will be evaluated every three months by the Director of Maintenance by means of observation and interview if deemed necessary by the Director. When evaluated to be sufficiently trained but no sooner than 6 months or longer than 18 months the Trainee will advance to the regular classification held when made Trainee according to seniority.

4. Any position in the bargaining unit having a major change in scheduled hours of three (3) or more hours at one time will be handled as follows:

a) If an employee currently holds this position, he/she will be given the option of:

- 1) Accepting the scheduled hours change and retaining his/her position.
- 2) Bumping back into the work force where his/her seniority will take him/her in accordance with Article 10.

b) If the employee holding the position chooses to bump back into the work force, this position will become:

Permanent opening in the bargaining unit and will be bid as such in accordance with Article 23.

This Memorandum of Understanding is being entered into by both parties, the Board of Education and the Union, for the purpose of clarifying and satisfying Grievance #89-90--06 (Reassignment of Job Location).

It is agreed upon by both parties, all transfers or reassignments of job locations will henceforth be instituted when and if there is a mutual consent between both the aforementioned parties.

If and when an emergency situation* arises requiring an employee to be temporarily reassigned to a different job location, the Board will temporarily relocate employees(s) starting with the least senior employee in the unit.

* It is further agreed that the definition of emergency situation in this memorandum does not include avoiding or in lieu of paying overtime.

ARTICLE 24

OVERTIME

1. All hours worked in excess of eight (8) hours in any one work day shall be considered overtime and paid at the rate of time

and one-half. Overtime shall be assigned to employees by job classification on as equitable a basis as possible. Whenever building use occurs during non-school hours and a custodian is not on duty, those persons using the building will not perform chores normally regarded to be custodial work performed by members of this bargaining unit; when overtime is assigned at least one of the employees assigned will, if possible, be from the regular staff of that building.

2. When an employee is asked to work overtime on an activity sponsored by an outside group, the employee's first responsibility shall be to be available for such assistance as the group may require. Any work assignment given to the employee shall take into consideration this primary responsibility. (Work assignments shall be issued at the time the overtime is assigned, however, shall be subject to change by management when necessary and any disputes arising from work assignments may be channeled through the regular grievance procedure).
3. Maintenance and custodial employees called back after completing their work day shall be guaranteed a minimum of two and one-half (2 1/2) work hours. This applies only to an emergency call back for a specific job. When an employee is called into work under this provision he shall be required to perform only those duties for which he was called, and shall not be required to stay on the job beyond completion of those duties.
4. Overtime hour records shall be kept as follows:
 - a) All overtime hours will be credited to the employee earning them on the basis of the overtime compensation rate i.e., time and one-half or double time.
 - b) All overtime will first be offered to the regular seniority employees. In the event no regular seniority employee accepts the overtime assignment, probationary employees may be used to fill the overtime assignment. This does not preclude the employment of substitutes after regular seniority and probationary employees have been contacted.
 - c) Refusal of overtime will be credited to an employee as overtime worked, unless sick, on the basis of the overtime compensation rate i.e., time and one-half of double time.
 - d) Overtime lists agreeable to both parties will be posted in appropriate buildings on July 1 of each year. These lists will be updated on the Monday preceding each Friday payday. One list shall be for all maintenance and custodial personnel and the other for bus mechanics.

Personnel will appear only on one list.

- e) Maintenance employees working on a job juring regular hours shall be entitled to work overtime on this specific job if requested by the Director of Maintenance if it amounts to four (4) hours or less, regardless of his status on the overtime list.
 - f) A call-in list of employees' phone numbers will be on file at the Board Office for the purpose of calling employees to fill overtime jobs when the employees are not already at work. It will only be necessary to call these specific number-proceeding on to the next eligible employee if the first employee called is not available.
 - g) The Maintenance Trainee shall be entered on the maintenance overtime list, however, he will be eligible for overtime only when more than one (1) maintenance man is required. In other words, maintenance overtime will be granted only to Maintenance Men unless more than one (1) person is required in which case the Trainee's position on the overtime list will be considered.
 - h) The Head Mechanic - Maintenance Man shall not be eligible for overtime in the maintenance area unless no other Maintenance Man qualified to perform the work responds to the overtime request.
5. Compensation for work performed on Saturday shall be at time and one-half (1 1/2) and on Sunday shall be at the rate of double time (X 2). Compensation for work performed on Holidays shall be at the rate of double time (X 2) plus holiday pay.
6. Overtime for scheduled activities, such as weekend use of buildings which is known in advance, should be arranged and employees concerned notified, no later than 24 hours prior to reporting time.

ARTICLE 25

FLEX TIME

The parties agree to a program known as flex time allowing custodial and maintenance employees to occasionally reschedule a portion of all of their shift hours as specified below:

- a) Flex time may be scheduled upon request and approval of the Director of Maintenance and/or Building Principal. In the absence of the Director of Maintenance, the Finance Manager may approve flex time. Such request shall be made at least forty-eight (48) hours in advance of the desired schedule change.
- b) Flex time will be scheduled during the following periods:

- 1) Monday through Thursday - between the closing and opening of the specific work facility.
 - 2) Friday - After school till Monday prior to start of school. Such hours will be at the straight time rate and are not to be considered as overtime under provisions of Article 24.5.
- c) Flex time will generally not apply to hours when school is in session or when activities are scheduled in the building affected. Normally, all regularly scheduled employees will be present for scheduled activities subject to the discretion of the Director of Maintenance.
- d) The Administration and the Union will Meet each year to review the program. This article is not subject to the grievance procedure.

ARTICLE 26

NO STRIKE OR LOCKOUT CLAUSE

The parties recognize that strikes (as defined by P.A. 336 of 1947, as amended, of Michigan Public Employees Relations Act) are contrary to law and public policy. The Employer and the Employees subscribe to the principle that differences should be resolved by good-faith bargaining in keeping with the highest standards of Municipal government without interruption of essential governmental services. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any such strike or any interference with the operation of the school district.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 27

SAFETY APPAREL

The Board may require its employees to wear any safety equipment necessary to insure safety to its employees at all times. Failure to comply shall constitute reasonable cause for discipline up to and including discharge. Such equipment shall be purchased by the Board.

ARTICLE 28

SAFETY COMMITTEE

The Board and Union shall jointly establish a safety committee for the purpose of advising the Board of possible safety hazards with recommendations on correction. The resolution of these recommendations shall rest with the Board. The committee shall be made up of 2 members of management and 2 members of the union and

the Committee shall meet annually, if requested by the union.

ARTICLE 29

TEMPORARY EMPLOYEES

2 / The Board shall have the right to employ seasonal employees when regular school is not in session. In addition, substitute employees may be employed to fill in for absences in excess of 4 working days or as vacation fill-in of regular employees. Seasonal and substitute employees will be paid the hourly rate equal to sixty (60%) percent of the top cleaner's hourly rate, but will receive no benefits covered by this Agreement. Neither shall have access to the grievance procedure.

The union will, at the end of this contract, entertain discussion pertaining to the removal of temporary employees' hourly rate from this article, providing there is in place a board policy mandating a mutually agreeable hourly rate for these employees.

The Board, in filling positions for absences in excess of four (4) working days or as vacation fill-in of regular employees on the day shift, will first offer such fill-in to the afternoon shift cleaners, by seniority, within the affected building.

Should there be no cleaner on the afternoon shift within the affected building and/or such shift change is refused by said cleaners in the affected building, the Board may fill-in at its discretion. It is understood that in the cases where a qualified substitute is not available, the Board may, at its discretion, assign the least senior cleaner employee in the district to the fill-in position and utilize a substitute in the least senior position.

ARTICLE 30

LUNCH AND REST PERIODS

Employees shall be permitted a 30 minute paid lunch period to be taken at the half-way point of their 8 hour shift. In addition, rest periods of 15 minutes may be taken in the middle of each half of the 8 hour shift. Employees shall not be permitted to leave the premises during the lunch or rest periods without prior approval of the Supervisor of Custodians and Maintenance. In the event of emergency operations affecting the health, safety, and welfare of the school district, the scheduling of lunch and rest periods may be aborted or rearranged by the Supervisor of Custodians and Maintenance.

ARTICLE 31

ATTENDANCE INCENTIVE

Effective 7-1-88, to encourage attendance the following incentive is provided seniority employees whose use of sick and personal days

during the school year is as follows:

0 days absent/yr.	10 additional vacation days
1 day absent/yr	7 additional vacation days
2 days absent/yr	5 additional vacation days
3 days absent/yr	3 additional vacation days
4 days absent/yr	2 additional vacation days

ARTICLE 32

MISCELLANEOUS

1. Work Uniforms:

The district will provide each member of the bargaining unit with five (5) work uniform shirts. The style and color of said work uniform shirts shall be mutually agreed upon between the parties.

Uniforms shall be worn in a presentable condition whenever the employee is on duty.

2. Medical Examination:

The school district shall pay for medical examinations required by the Board, retaining the right to designate a doctor of its choice when in its opinion this is deemed necessary. Employee incurred cost for T.B. Tests required by State Law shall be reimbursed the employee up to \$3.00 for the tine test or up to \$15.00 for the chest x-ray when deemed medically necessary.

3. The Union shall be provided ten (10) days release time for use by the Union President to be used for Union purposes. The Union shall arrange use of such days forty-eight (48) hours in advance with Superintendent or his designee.

4. The Union shall be entitled to a seat on the district's following committees:

a) **Facility Committee** (school district release time will be granted, on an every other meeting basis if deemed necessary by the union, for the purpose of accommodating the Union's choice of representation at Facility Committee meetings.)

b) **Finance Committee** (representation - Union's choice)
(There shall be no district-paid release time.)

5. The Union shall be entitled to the attendance of its choice of representative to the district's weekly maintenance meeting.
(There shall be no district-paid release time.)

ARTICLE 33

HOSPITALIZATION INSURANCE

1. Each seniority employee covered by this Agreement shall be eligible for the group health insurance plan provided through the school district. Said plan shall be comparable to the coverage provided by Blue Cross/Blue Shield Plan here listed as an example:
 - Comprehensive Hospital (Semi-Private Room) MVF 1 Medical Surgical, Rider M L; \$5.00 Prescription Drug Program and Master Medical Option One with Coordination of Benefits.
 - Rider F.C.-Family Continuation (dependents 19 to 25 years of age).
 - Rider SPGB- Sponsored Dependents (dependents over 25 year of age)
 - Rider PD-EL- Prescription Drug Rider for family continuation.
 - Rider FAE-RC- Medical Emergency
 - Rider VST- Voluntary Sterilization.

2. Any employee who elects not to be covered by the medical insurance provided by the school district may, upon the presentation of an Affidavit of Coverage by the employee's spouse that medical insurance is being provided through alternate sources, may receive any annuity of \$1,200 for each year the employee elects not to receive hospital insurance coverage and presents an Affidavit of Alternate Coverage. This program shall be effective as of July 1, 1990 and paid on a pro-rate basis during the first year of coverage.

The School District shall pay the full premium cost of said insurance.

50% of the savings the district realizes^d over the life of this contract from increasing the \$3.00 co-pay to a \$5.00 co-pay prescription drug program shall annually be distributed in a cash payout on a pro-rata basis among the employees of the custodial/maintenance department.

The district shall forward to the union verification of the costs of both programs on a yearly basis. Notice shall be forwarded to the office of the Local President no later than November 1st of each year.

ARTICLE 34

TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 2000. It shall be automatically renewed from year to year, unless either party shall notify the other party, in writing, at least ninety (90) days prior to June 30, 2000 that it desires to revise or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

This Agreement shall remain in full force and be in effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

**BOARD OF EDUCATION OF THE
GIBRALTAR SCHOOL DISTRICT**

**GIBRALTAR CUSDODIAL-MAINTENANCE
ASSOCIATION/MEA**

President

President

Secretary

Secretary

Date

MEA Representative

Date

Custodial/Maintenance

Wage Schedule & Other Benefits

	1993/94	1994/95	1995/96	1996/97	1997/98	1998/99	1999/2000
<u>MAINTENANCE</u>							
Head Mechanic	\$15.20	\$15.35	\$15.66	\$15.97	\$16.29	R	R
Mechanic	\$14.76	\$14.91	\$15.21	\$15.51	\$15.82		
Ass't Mechanic	\$14.15	\$14.29	\$14.58	\$14.87	\$15.16	E	E
Maintenance Man	\$14.76	\$14.91	\$15.21	\$15.51	\$15.82		
Handyman Trainee	\$14.26	\$14.40	\$14.69	\$14.98	\$15.28	O	O
Maint.Heat/Cool	\$15.42	\$15.57	\$15.88	\$16.20	\$16.52		
Groundsman	\$14.15	\$14.29	\$14.58	\$14.87	\$15.16	P	P
						E	E
<u>CUSTODIAL</u>							
Head Cust-HS	\$14.65	\$14.79	\$15.09	\$15.39	\$15.70		
Head Cust-JH	\$14.42	\$14.57	\$14.86	\$15.16	\$15.46	N	N
Head Cust-Elem	\$14.30	\$14.44	\$14.73	\$15.02	\$15.33		
Clnr-Shift Leader**	\$14.07	\$14.22	\$14.50	\$14.79	\$15.09		
Cleaner	\$13.87	\$14.01	\$14.29	\$14.58	\$14.87		

Section 2: Each employee classified as Maintenance Man will receive a yearly tool allowance of \$390. In addition, the district will replace tools that a Maintenance Man uses and breaks while in the course of performing his job assignment for the school district.

Section 3: Shift Differentials - Employees working on the afternoon and midnight shifts shall receive a shift differential of \$0.20 and \$0.25 respectively when duties on these shifts are assigned and worked.

Section 4: Employees required to drive personal vehicles on school business shall be paid mileage at the board policy rate, but not less than \$0.20/mile.

** Shift Leader applies only to Junior High and High School positions.

Maintenance Man (Heating & Cooling)


Job Description - The Maintenance Man (Heating & Cooling) will be assigned through the school district to perform those duties and responsibilities associated with their classification. Said duties and responsibilities include:

- (1) Perform all duties of maintenance and operation of the district's heating and air handling (cooling) systems.
- (2) Perform duties in respect to heating and cooling throughout the district that may be assigned by the Maintenance Director/Maintenance Foreman.

Maintenance Man (Heating & Cooling) shall receive an additional \$0.65 an hour, above the position of Maintenance Man.

MEMORANDUM

**FROM THE OFFICE OF THE
FINANCE MANAGER**

TO: Custodians, Maintenance, Mechanics and Grounds Personnel
FROM: Lawrence J. Gallagher 
RE: Maintenance Worker, Heating and Cooling
DATE: July 12, 1994

I. PREFACE

Bids will be accepted commencing July 15, 1994 to July 21, 1994, as defined in the Master Custodial/Maintenance, MEA, contract. Bids, typewritten and signed, should be submitted to Lawrence J. Gallagher, Finance Manager with a copy to Mr. R. Nick Johns, Superintendent.

II. JOB DESCRIPTION

Maintenance Worker, Heating and Cooling, District-wide
Under the control and supervision of the Maintenance Director/Maintenance Foreman

The maintenance worker will have the responsibility of maintenance and repair of facilities and equipment pertaining to heating and cooling and other maintenance duties.

Monday - Friday 7:00 a.m. - 3:00 p.m. (40 Hours Per Week)

III. DUTIES AND RESPONSIBILITIES

HEATING, COOLING AND GENERAL MAINTENANCE (DISTRICT-WIDE)

- a. Maintain all power plant, air handling and air conditioning equipment
- b. Perform equipment start ups and shut downs
- c. Monitor and adjust steam, water, air and gas pressure gauges
- d. Maintain (adjust and repair) and operate computerized systems for power plant equipment
- e. Use all required tools, testing and measuring equipment
- f. Perform routine paperwork and record keeping
- g. Lubricate all plant equipment as required

III. DUTIES AND RESPONSIBILITIES (Continued)

- h. Maintain boilers, unit heaters, circulating pumps, valves, motors and all equipment pertaining to heating and cooling
- i. Keep shop and work areas in clean and orderly condition and use proper MIOSHA and OSHA safety procedures
- j. With the Maintenance Director/Maintenance Foreman, develop, maintain, evaluate and adjust an annual Preventive Maintenance Program for all power plant, heating, air handling and air conditioning equipment and all other equipment as deemed necessary by the Maintenance Director/Maintenance Foreman
- k. Inspect, make needed repairs and make reports to the Maintenance Director/Maintenance Foreman
- l. Perform such other reasonable duties as may be assigned by the Building Administrator(s), Superintendent, Finance Manager or Maintenance Director/Maintenance Foreman

IV. QUALIFICATIONS

- a. Maintenance experience and knowledge of school operations
- b. Ability to demonstrate knowledge of power plant, air handling, air conditioning, heating, plumbing and all other aspects of maintenance work
- c. Availability to work a twelve (12) month work year
- d. A positive work attitude and willingness to attend classes and seminars on heating, cooling, electrical, etc., with the goal to become certified in these categories

LJG:jk

c R. N. Johns
File

bidmaint.doc

The Gibraltar School District Is An Equal Opportunity Employer

MEMORANDUM OF AGREEMENT
between
THE GIBRALTAR BOARD OF EDUCATION
and
THE GIBRALTAR CUSTODIAL-MAINTENANCE
ASSOCIATION/MEA

This Memorandum of Agreement is entered into by and between the Gibraltar Board of Education and the Gibraltar Custodial-Maintenance Association/MEA.

The parties understand and agree that the past practice shall continue wherein no Gibraltar School District employee/s, other than members of the Gibraltar Custodial/Maintenance Association, will perform bargaining unit work, except that for the duration of the July 1993 to June 2000 Agreement, the current Maintenance Director/Maintenance Foreman, Curt Fisher, shall be allowed to perform certain bargaining unit work restricted to the area of maintenance; however this provision shall not diminish the ordinary and customary overtime of bargaining unit members. This provision is not intended to contravene the provisions of Public Act 112 regarding subcontracting of unit work.

The parties understand that Curt Fisher, as Maintenance Director/Maintenance Foreman is not a member of the bargaining unit but that, should he leave his current position, he may return to the bargaining unit; however, at the time of his return to the bargaining unit it shall not negatively affect the employment status of any other bargaining unit member.

The parties further understand and agree that if Curt Fisher discontinues his service as Maintenance Director/Maintenance Foreman or otherwise leaves the employ of the district, this agreement shall not extend to any successor supervisor or administrator of the custodial-maintenance bargaining unit.

FOR THE DISTRICT

FOR THE UNION

John T. Hughes, President
Board of Education
Gibraltar School District

Wade Heumann, President
Gibraltar Custodial -Maintenance
Association/MEA

EXCERPT FROM CUSTODIAL-MAINTENANCE ASSOCIATION/MEA
AGREEMENT
DATED
JULY 1, 1993 - JUNE 30, 2000

ARTICLE 33 - HOSPITALIZATION INSURANCE

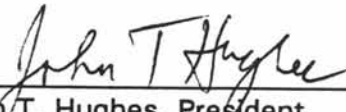
"50% of the savings the district realizes over the life of this contract from increasing the \$3.00 co-pay to a \$5.00 co-pay prescription drug program (savings on the premium) shall annually be distributed in a cash payout on a pro-rata basis among the employees of the custodial/maintenance department."

INTENT AND SAVINGS CALCULATION


Blue Cross premiums are based upon specific rates for the Blues and prescriptions. When the Blues are notified that the prescription co-pay will be increased from \$3.00 to \$5.00, it will generate a specific prescription premium reduction: The difference between the \$3.00 co-pay premium and the \$5.00 co-pay premium will be the computed savings - 50% of which is distributed to the Custodial/Maintenance employees and 50% of the savings will remain at the School District.

FOR THE GIBRALTAR SCHOOL DISTRICT

FOR THE CUSTODIAL-MAINTENANCE UNION



John T. Hughes, President
Board of Education
Gibraltar School District



Wade Heumann, President
Gibraltar Custodial-Maintenance
Association/MEA

DATE 11-9-96
(1-9-96)

MEMORANDUM OF AGREEMENT
between
THE GIBRALTAR BOARD OF EDUCATION
and
THE GIBRALTAR CUSTODIAL-MAINTENANCE
ASSOCIATION/MEA

This Memorandum of Agreement is entered into by and between the Gibraltar Board of Education and the Gibraltar Custodial-Maintenance Association/MEA.

RE ARTICLE 9 - PROBATIONARY EMPLOYEES/NEW EMPLOYEES

NEW EMPLOYEE WAGE SCHEDULE

First Six (6) Months	(520 hours)	65% of top cleaner rate
Second Six (6) Months	(520 hours)	70% of top cleaner rate
Second Year	(1,040 hours)	80% of top cleaner rate
Third Year	(1,040 hours)	90% of top cleaner rate
		100% of top cleaner rate

Language intent is that the new employee must meet both time and hour requirements to progress to the next payment level, e.g., the first six month new employee must meet the six (6) month time interval and work a minimum of 520 hours to move from the 65% to the 70% payment level.

The top cleaner rate is defined as the cleaner rate which for 1995-96 is \$14.29 as set forth in the wage schedule detailed on page 31 of the contract.

RE ARTICLE 29 - TEMPORARY EMPLOYEES

It was the intent to grandfather two (2) current temporary employees from the new employee wage schedule incorporated into the new contractual agreement ratified by the Board of Education on December 19, 1995. The two grandfathered employees are:


Donald Frederick
Gary Rahn

The intent was that these employees' base hourly payroll rate of \$11.80 per hour would be adjusted by the contract's annual improvement factors, but that the payments would not be retroactive. The stipulated increases for the five (5) year agreement were 2%, 1%, 2%, 2%, and 2% for the fiscal years 1993-94 through 1997-98.

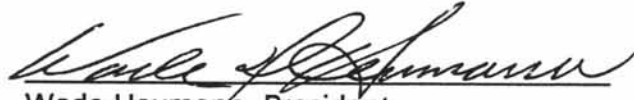
	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Probationary Rate	\$11.80	\$12.04	\$12.16	\$12.40	\$12.65	\$12.90
Rate Increase		2.00%	1.00%	2.00%	2.00%	2.00%
Grandfathered: Rate to 12/19/95	\$11.80	\$11.80	\$11.80			
Effective 12/19/95 (Not Retro)			\$12.16	\$12.40	\$12.65	\$12.90

FOR THE GIBRALTAR SCHOOL DISTRICT

FOR THE CUSTODIAL-MAINTENANCE UNION



 John T. Hughes, President
 Board of Education
 Gibraltar School District



 Wade Heumann, President
 Gibraltar Custodial-Maintenance
 Association/MEA

DATE 11-9-96

 (1-9-96)

GIBRALTAR SCHOOL DISTRICT

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
AND THE
CUSTODIAL/MAINTENANCE ASSOCIATION/MEA

The parties agree to the establishment of the position entitled MAINTENANCE LEADER in the Bargaining Unit.

The Maintenance Leader shall take on leadership responsibilities for the entire Custodial/Maintenance Department, but will assume no responsibilities relative to hiring, firing, evaluating, or authorizing payroll of Bargaining Unit members.

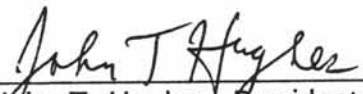
The Maintenance Leader's wages shall be \$18.90 per hour.

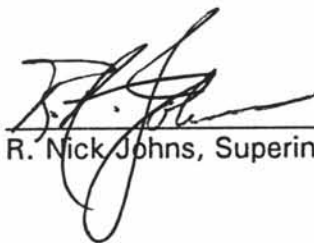
This position shall be bid per Article 23 of the Agreement.

This agreement will be retroactive to January 3, 1994, and will expire on June 30, 1994.

This agreement is entered into by both parties on 3/28 of March, 1994.

This agreement will in no way be interpreted by either party to set a precedent or establish a past practice.


John T. Hughes, President

 3/31/94
R. Nick Johns, Superintendent


Wade Heumann, Union President

Custodial Maintenance

It is understood between the parties that all articles of the contract between the Custodial Maintenance Association/MEA and the Gibraltar Board of Education agreed to and signed on 11/9/96 will remain in effect and is hereby extended until June 30, 2003 with the exception of the salary grid found on page 31. The new grid is:

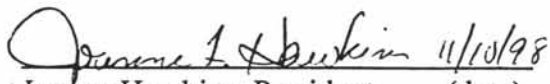
<u>MAINTENANCE</u>	<u>1998/99</u>
Head Mechanic	\$16.94
Mechanic	16.47
Asst. Mechanic	15.81
Maintenance Man	16.47
Handyman Trainee	15.93
Main. Heat/Cool	17.17
Groundsman	15.81

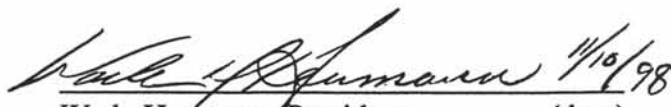
CUSTODIAL

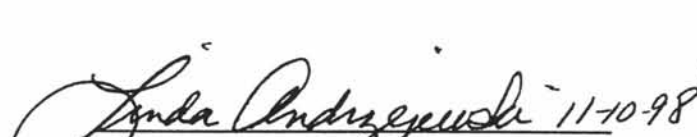
Head Cust – HS	16.35
Head Cust – MS	16.11
Head Cust. – Elem	15.98
Clnr – Shift Leader	15.74
Cleaner	15.52


For the school years 1999/2000, 2000/2001, 2001/2002, 2002/2003 the salary will be calculated based upon the existing salary schedule plus the total of one-half (1/2) of one percentage point less than the percent change in the basic per pupil foundation grant paid to the District by the State for the 1998-99 school year, as compared to that for the 1997-98 school year. Annual percentage increases shall be no more than three and one-half (3.5%) percent or less than two (2%) percent.

If, within the term of this agreement, the State of Michigan Foundation Grant is eliminated, the salary provision shall be reopened, but not result in a decrease.


Joanne Hawkins, President (date)
Gibraltar Board of Education


Wade Heumann, President (date)
Custodial Maintenance Association/MEA


Linda Andrzejewski, Secretary (date)
Gibraltar Board of Education


James R. Vollmar, Superintendent (date)
Gibraltar School District

