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AGREEMENT
BETWEEN
THE GIBRALTAR BOARD OF EDUCATION
AND
THE GIBRALTAR TRANSPORTATION CHAPTER
MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION
M.E.S.P.A. - M.E.A.
JULY 1, 1988 - JUNE 30, 1992

Gibraltar School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Michigan State University
RELATIONSHIP
LAWRENCE J. HARRIS

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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 Michigan Educational Support Personnel Association, herein called MESPA, MEA, or the Union.

ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative for all school Bus Drivers and Bus Aides, Senior Dispatcher, Dispatcher, Substitute Dispatcher, and Extra Board Substitutes.

New classifications may be added to the bargaining unit by mutual agreement between the parties.

ARTICLE II RIGHTS OF THE BOARD

1. 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 this Agreement. It is further understood and agreed that the Employer (Board) has all the customary and usual rights, powers, functions and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement.
2. 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 possible cost consistent with fair labor standards.

ARTICLE III 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 for 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) calendar 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 a 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 charges directly to the Union or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board may cause the termination of employment of such employee.
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) calendar 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 whom 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 will defend, indemnify and save harmless the Board from any and all claims, demands, suits and their liability, 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 agent.
- 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 of Tribunal regarding the validity of this Article or damages and costs which may be assessed against the Board by the Court or Tribunal.
- c. The Union shall have the rights to compromise or settle any claim against the Board under this Article.

ARTICLE IV
REPRESENTATION

1. The Union shall furnish in writing the names of the Union Representatives no later than September of each year and within a reasonable time should there be any changes thereafter.
2. A steward or union officer shall be allowed time to investigate and present grievances to the Employer during his scheduled working hours without loss of time or pay. Should it become necessary for a steward or union officer to leave his/her place of work in order to investigate a grievance, the steward or union officer shall request permission of the supervisor and give the name of the employee he/she is going to see. The steward or union officer shall notify the supervisor upon his/her return to work. The above privilege is extended to the steward or union officer with the understanding that such time will be devoted solely to prompt handling of grievances and will not be abused and, if possible, attempts will be made to hold investigations outside business hours.
3. Should any member (s) of the grievance committee be required by management to attend a grievance meeting during their scheduled working hours, they shall do so without loss of pay.
4. During negotiations for a renewal of this Collective Bargaining Agreement members of the Union Negotiating Committee shall upon mutual agreement be released without pay from their job assignments to allow negotiations to be carried out during working hours if there are sufficient substitutes available to perform their duties. If negotiations are performed during working hours at the Board's request members of the Union Negotiating Committee will be released from job assignments without loss of pay.

The Association shall have five (5) days per school year to be used for Union Business. Such days shall not be deducted from any

individual employee's accumulated leave and shall be available at no cost to the Association. Such days shall be used for attendance at conferences, regional union meetings and other union functions deemed appropriate by the Association's Local Executive Board.

ARTICLE V 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 his/her membership in or 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.

ARTICLE VI SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the 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 Council or a representative of the International Union.

ARTICLE VII GRIEVANCE AND ARBITRATION PROCEDURE

1. Any grievance, discovery of 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 member of the bargaining unit, having a grievance shall first take up the matter with his/her immediate supervisor informally within ten (10) calendar 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) calendar days to resolve the issue.

- Step 1. In the event the grievance is not resolved informally the grievance shall be presented in writing, specifying the Article and Section of the Agreement from which the alleged grievance arises, to the immediate supervisor of transportation within seven (7) calendar days following the informal conference signed by the employee and Union Steward. The Supervisor shall attempt to adjust the matter and shall respond to the employee and Steward in writing within seven (7) calendar days.
- Step 2. If the grievance still remains unadjusted, it shall be presented by the Union Steward or Union Grievance Committee to the Superintendent of Schools or his/her designee in writing as in Step I within seven (7) calendar 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 MESPA 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 with a copy of the response to the Local President within ten (10) calendar days.
- Step 3. If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the Superintendent or his/her designee is due, by written notice to the other party, request arbitration. The parties shall attempt to mutually agree upon an arbitrator within fifteen (15) calendar days, then 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 be made, provided it pays for the record. Copies shall be made available to the other party provided the other party bears half the cost.

The arbitrator shall not have the power 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. 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 and the Board of Education.

The arbitrator must render his decision on the matters 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. A grievance may be withdrawn without prejudice, by mutual written agreement of the parties and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where more than one (1) grievance involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event the withdrawal without prejudice will not affect financial liability.
3. The time limits of this procedure may be extended by the mutual agreement of the parties in writing.
4. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.
5. Failure at any step of this procedure by the Employer to communicate the decision on a grievance within the specified time limit shall permit the lodging of any 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 except as provided in paragraph 2. This paragraph may be waived by mutual agreement of the parties.

ARTICLE VIII DISCIPLINE & DISCHARGE

1. The Board shall not discipline any member of the bargaining unit without just cause.
2. Discipline shall be defined as any verbal or written reprimand, verbal or written warning, suspension, disciplinary layoff or discharge.
3. When disciplinary action involves discharge the employee and his/her steward 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 the discharge as a grievance at the 2nd step

of the grievance procedure, and the matter shall be handled in accordance with this 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. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate, unless overtime was involved in the case.

It is expressly understood that Union representation may not be required when an employer issues a verbal or written warning.

All discipline shall be carried out in a private setting.

ARTICLE IX PERSONNEL FILES

1. Members of the bargaining unit shall have the right upon request to review the contents of his/her personnel file maintained by the Board. A representative of the Union may, at the request of the employee, accompany the employee in this review. The review shall be made in the presence of a representative of the Board. The exercise of this right shall in no way interfere with the operation of the transportation department.
2. In the event discipline of any nature is warranted in part or completely by prior disciplinary action only those records in an employee's personnel file will be used for that purpose.
3. Grievances filed shall not be included in the employees personnel file.
4. Each employee shall be evaluated annually. Whenever an employee is evaluated as needing improvement in areas of driving skills, it shall be based on observation of such skills. The employee shall sign the evaluation and it will become a part of the personnel file. The employee's signature shall not indicate agreement with the content, but only acknowledge that they have reviewed same. The employee shall be extended the right to attach a memo to the evaluation form to outline their disagreement, if any, with the evaluation.
5. Changes in the evaluation form shall be reviewed with the Union for its input, but the Board retains the right to make changes if they are deemed by the Board to be in order.

**ARTICLE X
SENIORITY**

1. As of July 1, 1975 seniority shall be as agreed to by the parties for all existing personnel. From that date forward seniority shall be determined by the provisions of this Article.

Seniority shall be on a school district-wide basis within the bargaining unit and defined as dating from the first day worked in the 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 given a higher seniority rank. For example:

Driver No.1	9-1-75	SS# 367-20-6000
Driver No.2	9-1-75	SS# 558-30-5999

Seniority of Bus Aides: Seniority of bus aides shall be separate and distinct from seniority of drivers with no ranking between the two listings for any purpose under the terms of this Agreement. Whenever an aide becomes a driver or vice-versa, seniority shall be from date of entry into job responsibility for all purposes except for those benefits dependent on seniority which shall continue based on original employment date. The entry date shall then become seniority ranking date for promotion, bidding, layoff, etc. Subject to this limitation, other provisions of the Article shall apply.

- 1.A. Dispatcher and Dispatcher Substitute seniority shall continue to accrue as a driver until such time that they leave the bargaining unit.
2. Seniority shall be a required principle in determining promotions. Ability and job experience shall also be considered.
3. Seniority of an employee within the bargaining unit is in force as long as he/she is in the employment of the Board.
4. Seniority shall be granted for time spent away from the job for involuntary service with the United States Armed Forces.
5. 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.

6. The seniority for each job classification shall be brought up to date once a year and a copy sent to each employee.
7. In regard to transfer or promotions out of the bargaining unit an employee who is transferred or promoted to a position under the Employer not included in the bargaining unit shall be given a trial period of up to thirty (30) calendar days, during which time he/she shall be entitled to transfer back to his former job status and location. His seniority will continue to accumulate during this time.

In the event the employee remains on the job beyond the trial period, his accumulated seniority on his former job will be frozen as of the date of completion of his trial period.

In the event he desires to return to the bargaining unit after the thirty (30) day trial period and there is a vacancy, he shall be reinstated in the same group classification within the bargaining unit that his accumulated seniority within the bargaining unit entitled him to and will exercise full seniority from that date on.

8. An employee shall lose his seniority for the following reasons:
 - a. He quits.
 - b. He is discharged for a just cause.
 - c. He is absent for three (3) days without notifying the appropriate administrator.
 - d. He fails to return from an authorized leave on the date specified.
 - e. He is laid off for a period in excess of his accumulated seniority at time of layoff.
9. The seniority of an employee shall not be lost because of an approved absence. An employee on personal leave for one year or less, shall, after one calendar year of accumulating seniority on such leave, have the accumulation frozen for any future leaves.
10. An employee who is displaced by another employee with greater seniority shall have the right to select the assignment in the bargaining unit for which he qualifies by seniority.
11. There shall be no seniority among probationary employees. Upon completion of probationary period defined in Article XXXIV, 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 bargaining unit.

12. Notwithstanding their position on the seniority list, the officers of the MEA Local shall, in the event of layoff, be continued at work at all times when work is available provided they can perform the available work.

**ARTICLE XI
LAYOFF - RECALL**

1. The word "layoff" means a reduction in working force.
2. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority. Disposition of these cases will be a proper matter for the grievance procedure.
3. Employees who are to be laid off, shall be given at least fourteen (14) calendar days written notice of said layoff. The Local Union President shall be sent a list of the employees who will be laid off on the same date the notice of layoff is sent to the affected employees.
4. When the working force is increased after layoff, employees will be recalled according to seniority. Notice of recall shall be sent the employee to his last known address by registered or certified mail. It is the responsibility of the employee to keep the Board informed of his correct address.
5. If an employee fails to report for work within five (5) working days from date of the receipt of said notice (Section 4 above) of recall, said employee shall be considered to have voluntarily quit. For purposes of this article, mailing shall be by certified mail and notice shall be the date of the acknowledged receipt.
6. With regard to the procedures outlined in this Article, drivers and aides shall be dealt with separately according to the separate seniority ranking. Under no circumstances shall drivers bump aides or vice-versa.

**ARTICLE XII
SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the Board and MEA-MESPA. They shall be approved or rejected within a period of thirty (30) days following the date they are filed by the Association or by the Board.

**ARTICLE XIII
STUDENT DISCIPLINE**

To maintain order on the buses student violations of proper conduct and rules while riding buses shall be reported promptly in writing by the driver or aide on forms provided by the Board to the Supervisor or Principals. Principals shall act as the disciplinarians and drivers shall be advised as soon as possible if bus privileges are suspended.

In specific instances where drivers or aides believe a breakdown of the disciplinary process has occurred or where special attention is necessary the matter shall be brought to the attention of the Supervisor who will use every reasonable effort (including the possibility of a group conference with the involved parties) to resolve the problem. If a conflict should persist beyond this step, the Superintendent may be asked to resolve the issue.

**ARTICLE XIV
BULLETIN BOARD**

1. The school board will provide a bulletin board which may be used by the Union for posting notices of the following types:
 - a. Notices of Union recreational and social events.
 - b. Notices of Union elections.
 - c. Notices of results of Union elections.
 - d. Notices of Union meetings.

2. Except as permitted in Paragraph 1 of this Article, there shall be no distribution or posting by employees or by the Union of members or representatives of any political matters of a local district related nature.

**ARTICLE XV
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 250 miles of the School District for the purpose of preparing for and/or attending the funeral.

- a. If the funeral services are held between 250-500 miles from the school district one (1) additional day shall be allowed or a total of four (4) days without loss of pay. If the funeral services are held beyond 500 miles from the school district, two (2) additional days shall be allowed or a total of five (5) days without loss of pay.

- b. The immediate family of an employee is defined as follows: Mother, Brother, Mother-in-Law, Father, Children, Father-in-Law, Sister, Wife, Grandparents, Husband, Grandchildren, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, or dependent living in the household of the employee.
- c. To be eligible for the provisions of this Article, a driver or aide must be permanently assigned to a regular run.
- d. In the event of a death in the immediate family during an employee's scheduled vacation (not during the standard vacation period of Christmas and Easter holiday recesses), the employee shall be entitled to the appropriate funeral leave and upon mutual agreement between the employee and the immediate Supervisor, shall have their vacation days rescheduled.

ARTICLE XVI
PERSONAL/SICK DAYS

- 1. Eight (8) personal/sick days per year with pay may be allowed a bus driver or bus aide for personal business or illness. Personal business shall be defined as events or conditions requiring a driver's or aide's presence during normal working hours that cannot be attended to at a later time after working hours or on weekends. Such days are not cumulative. These eight (8) personal/sick days may all be used as sick days. These personal/sick days, when so used, may be taken in trip increments with the approval of the Transportation Supervisor.

- 2. When said personal/sick days are to be used for personal business, such days shall be requested in writing at least forty-eight (48) hours in advance, except in emergencies and shall be subject to approval by the Supervisor.

Sufficient information as to the reasons for the requested absence shall be made known to the Supervisor to allow reasonable judgment as to the validity of the request.

Such days may be taken in trip increments only upon written request at least forty-eight (48) hours in advance.

- 3. To be eligible for the provisions of this Article, a driver or aide must be permanently assigned to a regular run.
- 4. Each member of the bargaining unit permanently assigned to a regular run of fifteen (15) hours or more per week shall be covered by the income protection policy presently in force for other non-certified employee groups. The Board agrees to pay in full, the premium for the income protection policy. The benefits of said

policy shall cover drivers and aides for normal working days only and shall be based on normal run hours.

5. Eleven month employees shall be allotted an additional one (1) day personal/sick leave day each year.
6. Employees returning from an extended sick leave must be actively employed for at least six (6) months during a twelve (12) month period with no breaks except school vacations in order to qualify for another year of seniority accumulation from a subsequent leave. For purposes of this article, extended leave is defined as a leave of absence of one (1) year or more.
7. The employer reserves the right to schedule an independent medical examination to determine eligibility for a medical leave of absence.
8. All accumulated absence days shall be paid on a prorated basis to the employee upon termination of employment with the district.
9. Employees on sick leave beyond one (1) year shall have seniority frozen after the first year of such leave.
10. Sick leave banks frozen and recorded as of 6/1/76 will no longer be available for use. If upon mutual agreement the parties hereto discontinue the income protection package and revert to a sick leave bank provision, all days frozen will be reinstated to any employee still a member of the bargaining unit. No sick days will be accrued into a bank during the period employees are covered under Paragraph I.
11. 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 2 consecutive days of absence for illness or injury should their attendance record be in question.

ARTICLE XVII
PREGNANCY DISABILITY LEAVE

1. A seniority employee who becomes pregnant may request a pregnancy disability leave. Such leave shall be governed by the following conditions:
 - a. The employees' physician shall certify that due to her pregnancy she is unable to perform the duties of her employment.
 - b. Such leave shall terminate immediately upon doctors' certification that said employee is able to return to her employment.

- c. The pregnant employee shall be permitted to use sick leave provisions for the period of time for which her physician certifies her to be disabled due to the pregnancy under this provision.
 - d. The Board may, at its own cost, seek a second physicians opinion of the alleged disability.
 - e. A pregnancy disability leave shall be without pay and benefits excluding one (1) year seniority accumulation, sick leave benefits and the continuance of life insurance at Board's expense.
 - f. The employee shall keep the Board informed of her anticipated date of return and provide a physician's certification of her continuing disability monthly.
2. An employee returning to employment from such a leave shall return to their former job if the following conditions exist: 1) The employee will or has had the opportunity to bid on the second bid day; 2) the run is largely the same and contains the same number of hours as existed at commencement of leave. If the above conditions do not exist the employee shall then be allowed to bump in according to seniority and receive all pay raises and benefits applicable at time to return. This provision shall not be interpreted to infer any payment of wages or fringes during said leave except as provided in l.e.

ARTICLE XVIII PERSONAL LEAVE OF ABSENCE

1. Personal leaves of absence for which seniority is accumulated may be granted by the Board of Education to employees who have completed one (1) year of service to the Gibraltar School District. These leaves shall be without pay. Eligible employees will continue to have Board paid life insurance as negotiated, but no other benefits. Requests for such leaves must be in writing. These leaves shall not be for more than one (1) year and only one (1) such leave in which seniority is accumulated shall be granted to any employee. Any member of the bargaining unit taking a personal leave of absence may return from the leave of absence to their former job if the following conditions exist: 1) the employee will or has had the opportunity to bid on the second bid day; 2) the run is largely the same and contains the same number of hours as existed at commencement of leave. If the above conditions do not exist, the employee shall return to a job to which he/she can bump in accordance with his/her seniority.

2. All employees returning to employment from such a leave shall receive all pay raises and benefits applicable during the period of absence but this provision shall not be interpreted to infer any payment of wages or fringes during said leave.

**ARTICLE XIX
LEAVES - JURY DUTY**

1. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received. Employee shall request the Court to defer jury duty whenever possible to the summer months when children are not regularly enrolled; 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 regular daily wages and pay received for jury duty on those days when juries are in session by court rule or local custom.
3. To be eligible for the provisions of this Article, a driver or aide must be permanently assigned to a regular run.

**ARTICLE XX
HOLIDAYS**

1. The following days shall constitute paid holidays for which each eligible bus driver and aide shall receive pay according to the number of hours in their normal work day:

LABOR DAY	THANKSGIVING DAY	NEW YEAR'S DAY
CHRISTMAS DAY	DAY AFTER THANKSGIVING	MEMORIAL DAY
GOOD FRIDAY	CHRISTMAS EVE DAY	4TH OF JULY (SUMMER WKRS)
* NEW YEAR'S EVE DAY		

2. Employees must work their scheduled day before and the day after the holiday in order to receive pay for said holiday, except that scheduled vacations shall be considered as time worked.
3. In the event that any of the designated holidays fall other than during the regular work week, the following rules shall apply:
 - a. Should the holiday fall on Saturday, Friday shall be considered the holiday.
 - b. Should the holiday fall on Sunday, Monday shall be considered the holiday.

- c. Both a. and b. 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.

4. To be eligible for the provisions of this Article a driver or aide must be permanently assigned to a regular run.

* New Year's Eve Day must fall Monday through Friday in order to be a paid holiday.

ARTICLE XXI VACATIONS

1. Eligible bus drivers or aides who have worked a minimum of six (6) months prior to July 1 including their probationary period will receive a one (1) week vacation in the succeeding school year provided they continue to be eligible. Subsequently drivers or aides who complete five (5) years service prior to the start of the Easter vacation period as described in the school calendar shall on their anniversary date qualify to receive one (1), 6 years two (2), 7 years three (3), 8 years four (4), and 9 years five (5) additional days vacation provided they continue to be eligible. Vacation days shall be paid for at the normal rate of pay for the hours of their regular run.

Twelve (12) month employees shall be entitled to one (1) additional vacation day for each year.

2. Standard Vacation

Generally vacation days shall be taken during normal school holiday recesses and paid for as follows: The first five (5) days two (2) days pay the week of Christmas, two (2) days pay the week of New Year's and one (1) days pay the week of Easter. The additional days shall be allotted as the calendar allows to avoid operating days and to balance pay distribution as well as possible.

Scheduled Vacation

In order to accommodate the needs of the employees the Board will allow vacation days to be taken during operating days when adequate substitutes are available and when scheduled in advance and approved by the Supervisor. No more than one-half (1/2) of the vacation shall be taken before the Christmas recess.

3. To be eligible for the provisions of this Article a driver or aide must be permanently assigned to a regular run.

**ARTICLE XXII
ACT OF GOD DAYS & PARENT CONFERENCE DAYS**

1. Bus drivers and aides will be paid normal pay for Act of God days.
2. An Act of God Day is defined as any of the 180 days which count for State Aid on which school is cancelled by the Superintendent of Schools, or his designee, due to weather or any other circumstance beyond the control of the Board of Education.
3. Bus drivers and aides will be paid normal pay for time lost due to scheduled parent conference days set forth in respective school calendar.
4. Normal pay shall be the normal hours on their scheduled run.
5. All meetings must be posted seven (7) working days in advance.
6. Any driver or aide who actively works on these days will receive normal pay for the day, plus time worked for work not regularly assigned to the individual, including overtime.

**ARTICLE XXIII
CENSUS DAYS**

1. When members of the Bargaining Unit are requested by the School District to take the "rider count" they are to be paid at the regular hourly rate for a maximum of four (4) hours pay. This provision is not to be construed as payment in addition to regular hours worked unless such additional time is actually required. This Article does not apply to bus aides.
2. When drivers are required by their Supervisor to prepare changes of maps and routes on runs beyond their normal working hours they shall be paid for documented time spent in such preparation subject to the review and approval of their Supervisor.

**ARTICLE XXIV
JOB PREFERENCE**

1. If a permanent, temporary vacancy of a new job occurs in the bargaining unit, excluding the extra board, and if the Board determines to fill such vacancy, the vacancy shall be posted on the bulletin board for a period of five (5) working days during which period, seniority employees in the bargaining unit may make a written application for such job. Notice of application from members of the bargaining unit shall be furnished to the Union President. Employees failing to submit a written application within a five (5) working day period shall be considered as having refused to apply for such vacancy. The Supervisor shall choose the most senior applicant to fill the opening.

2. In the event of a temporary opening known to be in excess of fourteen (14) calendar days, such job will be available for temporary bidding in accordance with the following procedure:

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 this time, the employee returning from such leave shall return to her former job if the following conditions exist:

- a) The employee will or has had the opportunity to bid on first and second bid day, has the opportunity to bid of A.M./P.M., noon, or other runs.
- b) When any run is deleted, the employee has the same rights as on first and second bid days.
- c) The run is largely the same and contains the same number of hours prior to leave.
- d) The employee has had the opportunity to bid/bump on work of thirty (30) minutes or more per day which has been posted during an authorized absence.

3. Other temporary opening occurring outside the Board's approval shall be filled by assignment of extra-board drivers. Should a temporary opening of fourteen (14) calendar days or extending to fourteen (14) calendar days, it shall be posted immediately following the procedure described in Section 2 of this article.

Any employee affected in this procedure will have the same rights as above mentioned.

4. In regards to job preference, drivers and aides shall be separate and distinct from each other with no cross-bidding rights. Management will consider aides for permanent openings in driving assignments based on their qualifications and experience before hiring drivers from outside the bargaining unit. Management shall not be required to offer such driving assignments to aides if, management's opinion, they do not qualify for the position.

**ARTICLE XXV
ESTABLISHING RUNS**

1. Runs will be configured by the Transportation Supervisor. To the extent that it is operationally feasible and economically prudent, said runs will include transporting the same students to and from school. Once established, said runs may be changed only in the best interests of the total operation.
2. It is understood by the parties of this Agreement that Special and Vocational Education runs involve operating entirely or in part according to school calendars of other districts and with the exception of Act of God days declared by the Gibraltar School District those calendars shall prevail. Drivers and Aides selecting such runs shall work and be paid for hours necessary to meet those calendars.
3. Runs will be selected by drivers and aides, according to seniority, at a general meeting called for that purpose. Said meeting shall be convened on a date mutually agreed upon, but in no event later than the last day of summer vacation. Drivers and aides will be paid up to two (2) hours pay for their attendance at said meeting. Drivers and aides will first bid on A.M./P.M. runs then shall have the option to bid on noon runs or other runs. When bidding runs, drivers and aides will be allowed to bid into a fifteen (15) minute break time between runs.

By Wednesday following the fourth Friday, the Union shall provide to the Transportation Supervisor the results of a second bid by drivers and aides. Failure of the Union to so notify the Transportation Supervisor as provided herein, shall result in the runs remaining as selected in the first bid for the remainder of the year. Subsequently there shall be no further general bid during the year. Drivers or aides who do not receive a regular run assignment will be assigned to the extra board.

4. If a run is reduced during the school year by one (1) hour or more in time the driver or aide assigned to said run shall be notified in writing and will be allowed to retain the run or bump to the run of his/her choice including extra board according to seniority.

Drivers or aides as bumped will then be allowed to bump in the same manner. Layover time shall not be included in this procedure. The Transportation Department shall have five (5) working days posting period from the reduction to facilitate the bumping before the job assignments are assumed.

5. If a run is increased during the school year by one (1) hour or more in time such increased run shall be posted for bid as a new job in accordance with the provisions of Section 1 of Article XXIV. Drivers and aides displaced by such bids shall have the right to bump in accordance with seniority. The Transportation Department shall have five (5) working days from the date the initial bid comes down to facilitate any bumping before the job assignments are assumed.
6. When additional time of less than one (1) hour is to be added to a run, the additional time shall be offered to the most senior driver/aide who has less than eight (8) hours under this article, unless such assignment would be the most cost efficient.
7. Drivers will not be allowed to bid on aide's positions and aides will not be allowed to bid on drivers positions.
8. Aides will be assigned to those special education runs where in the opinion of management they are needed to protect the safety and welfare of the students.
9. Unless otherwise provided in the Agreement, when regular runs are to be changed on a permanent basis, the employer shall normally attempt to discuss said changes with the drivers and aides.

ARTICLE XXVI OVERTIME

1. All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at time and one-half (1 1/2) the hourly rate.
2. All hours worked on Saturday except Holidays shall be paid for at the rate of time and one-half (1 1/2) the hourly rate.
3. All hours worked on Sunday, except Holidays shall be paid for at the rate of double-time (2) the hourly rate.
4. All hours worked on Holidays outlined in the Holiday provision of this Agreement shall be at the rate of double-time (2) the hourly rate in addition to the Holiday pay.

ARTICLE XXVII
EXTRA ASSIGNMENTS PROVISION

1. Employees must be permanently assigned to a regular run to qualify for the provisions of this article. Sub/drivers may not bid for extra assignments. If a regular driver does not bid on an extra assignment, then a sub-driver will be offered the extra assignment on a rotating basis. If no sub/driver bids for the extra assignment, then the low seniority regular driver shall be assigned to the run.

Extra assignments in excess of two (2) hours in duration will be distributed in rotation by seniority to eligible employees who have signed up for such work at the start of the year or upon achieving eligibility. Extra assignment listings, except those less than two (2) hours, or emergencies, shall be posted by 9:00 a.m. two (2) days before departure date. The drivers and aides will indicate their willingness for an assignment by signature on the listing with the Supervisor approving the appropriate party after 9:00 a.m. but before 3:00 p.m. the day preceding the trip. Saturday, Sunday, and Monday trips will be assigned on Friday. In the event that no driver or aide accepts an assignment it shall be taken by the least senior driver or aide on the extra assignment listing. In the event that more than one extra assignment is scheduled in a work day, they shall be posted according to departure time. Any assignment which has no departure time shall be listed last unless a departure time is known before it is assigned.

A driver or aide on a regular run will cover all possible complete trips on that run until the extra assignment departure at which point an extra board driver or aide will assume the regular run duties, measured in complete trips, until the return of the regular driver or aide.

It is understood that if an extra assignment departure time falls after the last delivery involved in a trip, but before the ending of the trip, for pay purposes, and the driver or aide can meet the extra assignment starting time, they shall be eligible for such trips. Such trips will be considered as a continuation of the drivers or aides hours.

If an extra assignment is cancelled after the assignment has been awarded the driver or aide scheduled to take the extra assignment will receive the next unposted extra assignment and continue on their regular run. A cancelled extra assignment is defined as an extra assignment where the event/activity does not commence.

If the driver or aide is unable to continue on their regular run, because of insufficient time to meet the scheduled departure they shall receive pay equal to the lost trip portion of their regular run, but not more than two (2) hours whichever is the lessor.

Any extra board driver or aide reporting to the bus yard as relief prior to the cancellation will receive two (2) hours pay if no reassignment is available. If a driver or aide assigned an extra trip does not fulfill the assignment they shall forfeit participation in extra assignments for one full rotation of the extra assignment seniority roster.

2. Extra assignments of two (2) hours or less and emergency exceptions to Paragraph I shall be assigned on a rotating basis to seniority employees as described in Paragraph I. It is understood that if the Supervisor cannot contact a driver or aide she has the right to proceed in rotation until the assignment is accepted or rejected by all others in which event such an assignment shall be taken by the least senior driver or aide available.

Emergency assignments are defined as those of two (2) hours or less in duration and those assignments not feasible to be covered under the posting of Paragraph I., i.e., vacated assignment by driver or aide originally assigned or extra assignments received by the Transportation Department after 9:00 a.m. two days prior to departure date. If an emergency assignment is cancelled after the assignment has been awarded, the driver or aide scheduled to take the emergency assignment will receive the next emergency assignment and continue on their regular run.

3. In regards to Extra Assignments there shall be no crossing of duties between drivers and aides. Each group shall perform extra assignments per this section only in their job title area.
4. A reimbursement of up to \$5.00 shall be paid to each bargaining unit member who works at least ten (10) hours due to an extra assignment. A second such reimbursement shall also be paid if the work day extends to at least sixteen (16) hours.
5. Summer substitute driver and aide assignments will normally be offered either between the hours of 7:00 a.m. to 9:00 a.m. on the day preceding the assignment or between 5:30 a.m. and 6:30 a.m. on the day of the assignment.

ARTICLE XXVIII EXTRA BOARD SUBSTITUTES

1. All drivers and aides not assigned to regular runs will be assigned to the extra board as substitutes.

2. The substitute drivers and aides will be assigned on a rotation basis by seniority (Probationary drivers and aides will be listed by date of hire) to any uncovered assignments of five days or less except those covered by other procedures in this Agreement. Uncovered assignments in excess of five (5) days in duration and up to fourteen (14) days shall be first offered to seniority drivers on the extra board by seniority despite their status in rotation procedure.

Once such an assignment is made it shall be for the duration of the absence of the regular driver or aide or fourteen (14) days and shall not be subject to bumping by other substitutes.

Uncovered assignments shall refer to any regular run or portion thereof for which there is no regular run driver or aide available or willing to cover.

3. A daily standby procedure for substitute drivers and aides may be operated by the Transportation Department but assignments will be rotated as in Paragraph 2. If this standby procedure is used, the substitute driver or aide will receive a minimum of two (2) hours pay if not assigned to a run within the standby period.
4. In regards to this procedure drivers and aides shall be dealt with separately according to separate seniority ranking. Each will have substitute procedures according to job title with no cross relationship.
5. Substitute drivers and aides shall be available to accept any assignment per this Article on a daily basis. Failure to be available shall constitute grounds for disciplinary action.

ARTICLE XXIX INSURANCE

Beginning July 1, 1990, and annually thereafter, the Board of Education shall provide funds for the purpose of providing health insurance benefits to transportation unit employees by crediting \$.85 per hour of driver and aide employment in the prior school year to insurance. A base amount of 48,000 hours shall be guaranteed by the employer.

Benefits shall be paid on application as follows:

1. Drivers and aides permanently assigned to a regular run of 30 hours or more per week, shall be eligible for 75% Board paid full family insurance coverage described below in accordance with the terms of the underwriters. Once enrolled the driver or aide shall remain covered for the school year unless they resign, are discharged, laid off, or bid another run of less than 30 hours.

2. Driver and aides permanently assigned to a regular run of 15 hours or more per week, shall be eligible for fully paid single person insurance coverage described below in accordance with the terms of the underwriters. Once enrolled the driver or aide shall remain covered for the school year unless they resign, are discharged, laid off, or bid another run of less than 15 hours.

3. All drivers and aides not electing at any time during the school year, an insurance option covered in Paragraphs I and 2 shall share in the residual funds based on the hours each works in a permanent run assignment. The residual will be the amount obtained by multiplying the total hours of work by drivers and aides in the preceding year by \$.85 and subtracting therefrom the cost of the insurance premiums paid under Paragraphs I and 2. To determine each employee's share, their hours of work performed in a permanent run assignment shall be divided by 40 hours to determine their individual units rounded to the nearest tenth. All participating units will be added together and divided into the residual left to determine a unit's value. This value times the driver or aides units will provide the appropriate share each is to receive in the form of a Board acquired annuity. The annuity acquired shall be chosen from among the existing Board recognized carriers.

The group hospitalization plan acquired by the Board will provide benefits comparable to the following Blue Cross/Blue Shield plan here listed as an example:

Comprehensive Hospital (Semi-Private Room) MVF 1 Medical Surgical, Ride M L; \$3.00 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 years of age).

Rider PD-EL - Prescription Drug Rider for family continuation.

Rider FAE-RC Medical Emergency.

Rider VST Voluntary Sterilization.

Enrollment shall be restricted to open enrollment period provided by the underwriter or the first time a person becomes eligible.

Upon election drivers or aides not otherwise eligible, may, by making advance payment of premium cost via payroll deduction, enroll in the hospitalization coverage herein provided by the group.

4. All drivers and aides assigned to a regular run except probationary drivers and aides shall receive, upon application, term life insurance coverage with the premiums paid by the School Board, as follows:

2-10 years	- \$12,500
11-15 years	- \$15,000
15 years plus	- \$20,000

5. In cases of illness or disability the insurance benefits outlined in this Article shall remain in effect for one (1) calendar year following last day of active on the job employment.

ARTICLE XXX
MEDICAL/PHYSICAL EXAMINATIONS

The School District shall pay for any medical/physical examinations required of transportation employees by the District. Employee incurred cost for T.B. tests required of drivers and aides by State Law shall be reimbursed the employee up to \$3.00 for the tine test or \$15.00 for the chest x-ray when deemed medically necessary.

ARTICLE XXXI
MISCELLANEOUS

1. Summer Part Time Help. Employees will sign up for summer part-time work prior to school dismissal.

Work will then be assigned according to seniority. Those who did not receive part-time work who have so signed up will then be called in rotation to fill vacancies that might occur.

Employees will also sign up for summer part-time extra assignments prior to the dismissal of school. Part-time extra assignments will be assigned according to seniority in rotation.

In regards to this procedure drivers and aides shall be considered by separate seniority ranking with no overlapping between the job assignments.

2. All vehicles will be started for the bus drivers on days when temperature drops below 20°F from November 1 to April 1.
3. Drivers and aides shall have access to lavatory facilities at all times that they may be present at the bus yard.
4. All drivers and aides attending bus driver or aide training shall be paid the prevailing hourly rate. Overtime will be paid when daily time exceeds 8 hours. A meal allowance of \$5.00 will be paid when daily hours exceed ten (10) because of training time. Training shall be scheduled by the Transportation Supervisor.
5. All drivers and aides shall receive pay at the prevailing hourly rate for all time spent at meetings, where attendance is required by the Board. This clause does not apply to meetings called under the Act of God & Parent Conference Days Article.
6. The cost of the chauffeurs license required by drivers shall be borne by the Board of Education.
7. The Board shall provide a copy of the Board Policy Manual which will be placed in employee's lounge. Security for said manual

shall be the Union's responsibility. Any changes or additions thereto shall be included in the employees copy.

8. The District will supply a form of protective outer wear on each lift bus for the use of the Bus Aide assigned. Cleaning will be the responsibility of the District.
9. Commencing in 1990 the Board will pay a jacket allowance of \$25.00 to each actively employed member of the bargaining unit, last payment in June of every year.
10. The District agrees to replace any personal property destroyed during the course of employment by non-negligent acts of the employee for a total value not to exceed \$150.00 or the replacement cost, whichever is less. Eyeglasses shall be replaced at their full cost, dollar for dollar (including examination).

**ARTICLE XXXII
PAY RATES & HOURS OF WORK**

1. Rates of pay shall be as follows:

	<u>Effective 7-1-88 (a)</u>	<u>Effective 7-1-89 (a)</u>	<u>Effective 7-1-90 (a)</u>	<u>Effective 7/1/91</u>
Prob. Drivers*	6.50	6.95	7.40	7.85
Senior. Drivers	9.50	9.95	10.40	10.85
Senior Dispatcher	10.15	10.60	11.05	11.50
Dispatcher	10.15	10.60	11.05	11.50

* This rate will be increased \$.10 following State Certification until completion of probationary period.

Bus Aides	6.50	6.95	7.40	7.85
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Probationary rate will be Federal minimum wage rate during life of this Agreement.

(a) Retroactivity applies to current employees at date of ratification. This includes those not working due to illness, personal leave, or layoff.

The Board will pay the cost of the State Pension required by the law for school districts to pay as of 7-1-81 for qualified drivers and aides.

2. Drivers and aides called back to work from home for a bus run shall be guaranteed a minimum of two (2) hours pay.
3. Layover time of 45 minutes or less between trips on a regular run shall be paid for at the regular rate. No layover will be paid for if it occurs between a regular run and the uncovered assignment due to a regular run driver accepting an uncovered assignment per Article XXVIII.
4. Precheck time (applies to drivers only). There shall be allotted fifteen (15) minutes before every trip during which the following shall be performed:
 - a. Safety check of bus.
 - b. Preventative maintenance.
 - c. Fueling bus.
 - d. Cleaning bus. (Necessary supplies will be furnished)

This precheck time shall not be used for other purposes and drivers shall remain with their buses during this time.

Failure to safety check bus as required by the Transportation Department shall be grounds for disciplinary action.

Precheck time will not be allotted where layover time is being paid between trips. Layover time shall be used for the purposes outlined above in (a) thru (d).

5. To encourage attendance the following incentive is provided drivers and aides whose use of sick and personal days during school year total as follows:

- 0 days absent per year - 50 percent of 7 days normal pay
- 1 days absent per year - 40 percent of 6 days normal pay
- 2 days absent per year - 30 percent of 5 days normal pay

Normal pay is normal run hours.

**ARTICLE XXXIII
PROBATIONARY EMPLOYEES**

1. New hires shall be required to complete sufficient training to become certified by the State. Over and above this training they shall continue on a probationary basis to allow management time to evaluate their acceptability to become a permanent employee. This probationary period shall be until the Board formally approves the permanent hiring of such employees at its first regularly scheduled meeting next following completion of 1,000 working hours after certification.
2. During probationary period, probationary employees shall not be members of the bargaining unit and with the exception of probationary rate shall not receive any benefits or have access to the grievance procedure provided by this Agreement.

**ARTICLE XXXIV
DEFINITIONS**

- | | |
|--------------------------|--|
| * SENIOR DISPATCHER | Senior Dispatcher is a fifty-two (52) week position. It is an eight (8) hour per day position, and it must be filled by a senior driver with at least five (5) years experience. |
| * DISPATCHER | Dispatcher will work the same calendar as driver, but she is subject to summer call-in as needed. It is a six (6) hour position which must be filled by a senior driver with at least five (5) years experience. |
| SENIOR AIDE | Aide who has completed the probationary period and has been accepted as a permanent employee. |
| EXTRA-BOARD SUBSTITUTE | Driver or aide not permanently assigned a regular run. |
| SENIORITY DRIVER | Driver who has completed his/her probationary period and has been accepted as a permanent employee. |
| PROBATIONARY DRIVER/AIDE | Driver/Aide who is taking training and has not completed required probationary period. |
| REGULAR RUN | Bus run designed for transporting children to and from school on a scheduled basis which may involve one or more trips. |

TRIPS

Segments of a regular run that have a definite start and finish.

EXTRA ASSIGNMENTS

Assignments other than regular pick up and delivery of riders to and from schools or other points.

TERMS

Wherever the female gender is used it shall include the male gender and vice versa.

* See Job Descriptions

**ARTICLE XXXVI
ENTIRE AGREEMENT**

1. This contract presents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment, and other conditions of employment which shall prevail during the term hereof and any matters of subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Labor Agreement.

**ARTICLE XXXVII
TERMINATION OF AGREEMENT**

This agreement shall continue in full force and effect until June 30, 1992. If either party desires to terminate or amend this Agreement, it shall ninety (90) days prior to the above termination date, give written notice of termination or amendment. If neither party shall give notice, or if each party giving notice of termination or amendment withdraws the same prior to the above termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination or amendment by either party on ninety (90) days written notice prior to current termination date.

This agreement shall not become effective unless and until it is:

Signed by:

- A. The President and Secretary of MESPA Local.
- B. The Representative of Michigan Educational Support Personnel Association.
- C. Approved by the Board of Education of the Gibraltar School District by resolution duly adopted.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this _____ day of _____ 19 ____.

BOARD OF EDUCATION
GIBRALTAR SCHOOL DISTRICT

BY Carl L. Bussett
[Signature]

MICHIGAN EDUCATIONAL
SUPPORT PERSONNEL
MESPA - MEA

BY Phyllis J. Perry

BY _____

BY _____

JOB DESCRIPTION

SENIOR DISPATCHER/DISPATCHER

HOURS: Eight (8) hours with one-half (1/2) hour unpaid lunch. Reporting and leaving time to be agreed between employee/s and the Director of Transportation.

REQUIREMENTS: At least one (1) year of dispatching or similar experience, subject to the approval of the Administration.

Five (5) years driving experience with school district or comparable credentials.

Demonstrate typing skills of forty-five (45) words per minute.

DUTIES:

A.

DISPATCHING:

1. Assign extra-board employees to vacant trips and/or runs as directed.
2. Type, post, circle, and assign regular and emergency extra assignments as directed.
3. Determine transportation arrangements needed by the Athletic Department on a daily basis and confirm that they are provided.
4. Record and assign new students to the proper transportation run.
5. Facilitate and manage clear radio communication among all drivers.
6. Answer phone and radio and maintain appropriate logs.

B.

GENERAL:

1. Receive vehicle repair forms and process to garage file forms on completed work.
2. Maintain department gasoline usage records.
3. Maintain student discipline forms.
4. Others duties as assigned by the Supervisor.

C. DRIVER TRAINING:

Perform driver training upon request of Supervisor.

D. EXTRA WORK:

1. Senior Dispatcher/Dispatcher will drive only under emergency situations.
2. Senior Dispatcher/Dispatcher cannot sign for extra work.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GIBRALTAR BOARD OF EDUCATION

AND


MICHIGAN EDUCATIONAL SUPPORT PERSONNEL

M.E.S.P.A. - M.E.A.

TRANSPORTATION

IT IS AGREED:

1. Whenever the position of Transportation Supervisor is not a full-time position, the Senior Dispatcher shall be compensated at the Senior Dispatcher rate, plus One-Dollar (\$1.00) per hour.
2. Whenever the Transportation Supervisor is away from the School District during normal working hours and the Senior Dispatcher assumes the duties of the Transportation Supervisor, the Senior Dispatcher shall be compensated at the Senior Dispatcher rate plus Two-Dollars (\$2.00) per hour.
3. In either of the above, if the Senior Dispatcher is not working, the Dispatcher will be compensated at the rates paid to the Senior Dispatcher.



Phyllis Perry
President, M.E.S.P.A./M.E.A.
Transportation



John R. Lefevre
Assistant Superintendent

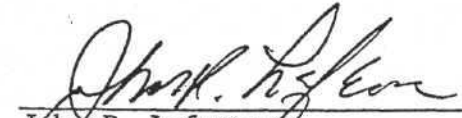
9-21-90
Date

9-24-90
Date


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GIBRALTAR SCHOOL DISTRICT
AND
MESPA TRANSPORTATION
VOLUNTARY LAYOFF
DURATION - 1990-91 SCHOOL YEAR

Whenever a reduction of personnel is necessary pursuant to Article X of the Master Agreement between M.E.S.P.A. Transportation and the Gibraltar School District, 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.

1. Any participant on voluntary layoff under this agreement shall continue to accrue seniority for the school year for which the layoff was effected.
2. Any bargaining unit member who wishes to participate in the voluntary layoff shall notify the Employer and the Union in writing. 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.
3. Consideration for participation in this program shall be on a seniority basis, with the most senior members being given the voluntary layoff first.
4. 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 document.
5. Should the member on voluntary layoff refuse a position on second bid day, then that member shall be automatically placed on layoff leave for the remainder of the school year, or until a bid run becomes available. However, the employer shall have the option of offering employment to such persons on leave/layoff and such person may accept or remain on leave/layoff. They shall return from layoff leave as any other person on leave returns at the end of the school year. Members on layoff leave shall continue to accrue seniority for the remainder of the school year. Once recalled from voluntary layoff and a layoff leave starts, unemployment eligibility ceases.



John R. Lefevre
Assistant Superintendent



Gretchen Hojnack
President, M.E.S.P.A. Transportation

11/16/90
Date

11-16-90
Date

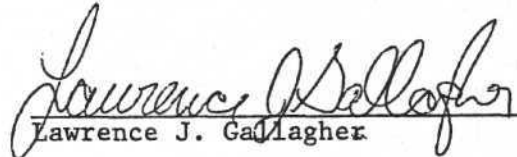
MEMORANDUM OF UNDERSTANDING
BETWEEN
MICHIGAN EDUCATION SUPPORT PERSONNEL (M.E.S.P.A.) TRANSPORTATION
AND
GIBRALTAR BOARD OF EDUCATION

REFERENCE TO ARTICLE XXIX - Insurance Clarification

Transportation employees must have worked at least fifteen (15) hours per week to qualify for 100% Fund-paid single health insurance coverage.

To qualify for any added premiums over and above single coverage, employee must have worked thirty (30) hours per week bid run. Any added premiums over and above single coverage will be borne 75% from the Fund, 25% from employee contribution.


Gretchen Hojnack


Lawrence J. Gallagher

12-4-90
Date

12/4/90
Date

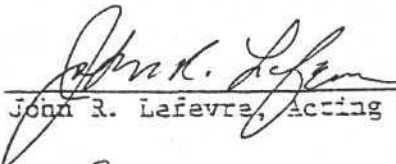
MEMORANDUM OF UNDERSTANDING
between
THE GIBRALTAR SCHOOL DISTRICT
and
THE MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION
(M.E.S.P.A./MEA)-TRANSPORTATION UNIT

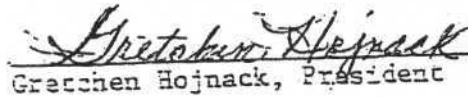
It is hereby agreed upon between the parties that a bus driver/bus aide can enroll for Blue Cross/Blue Shield coverage on July 1st if they are reasonably sure that the run they will bid in September or on bid day will qualify them for hospitalization or annuity. The bus driver/aide can at this time request either single person coverage or full family coverage.

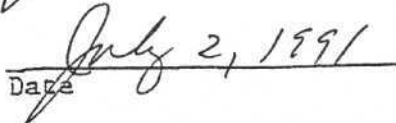
If when bid day is complete the hours are not sufficient to qualify them for hospitalization or annuity, they will then be billed by the union for the amount used in July, August, and September to replace the amount taken out of the annuity fund.


FOR THE BOARD:

FOR THE UNION:

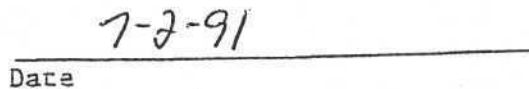

John R. Lafevre, Acting Supt.


Gretchen Hojnack, President


Date July 2, 1991


Date July 2, 1991


Lawrence Gallagher, Finance Mgr.


Date 7-2-91