

7340

6/30/93

AGREEMENT
BETWEEN
THE GIBRALTAR BOARD OF EDUCATION
AND
THE GIBRALTAR CUSTODIAL & MAINTENANCE CHAPTER
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MESPA - MEA
JULY 1, 1988 - JUNE 30, 1993

Gibraltar School District

①

1912

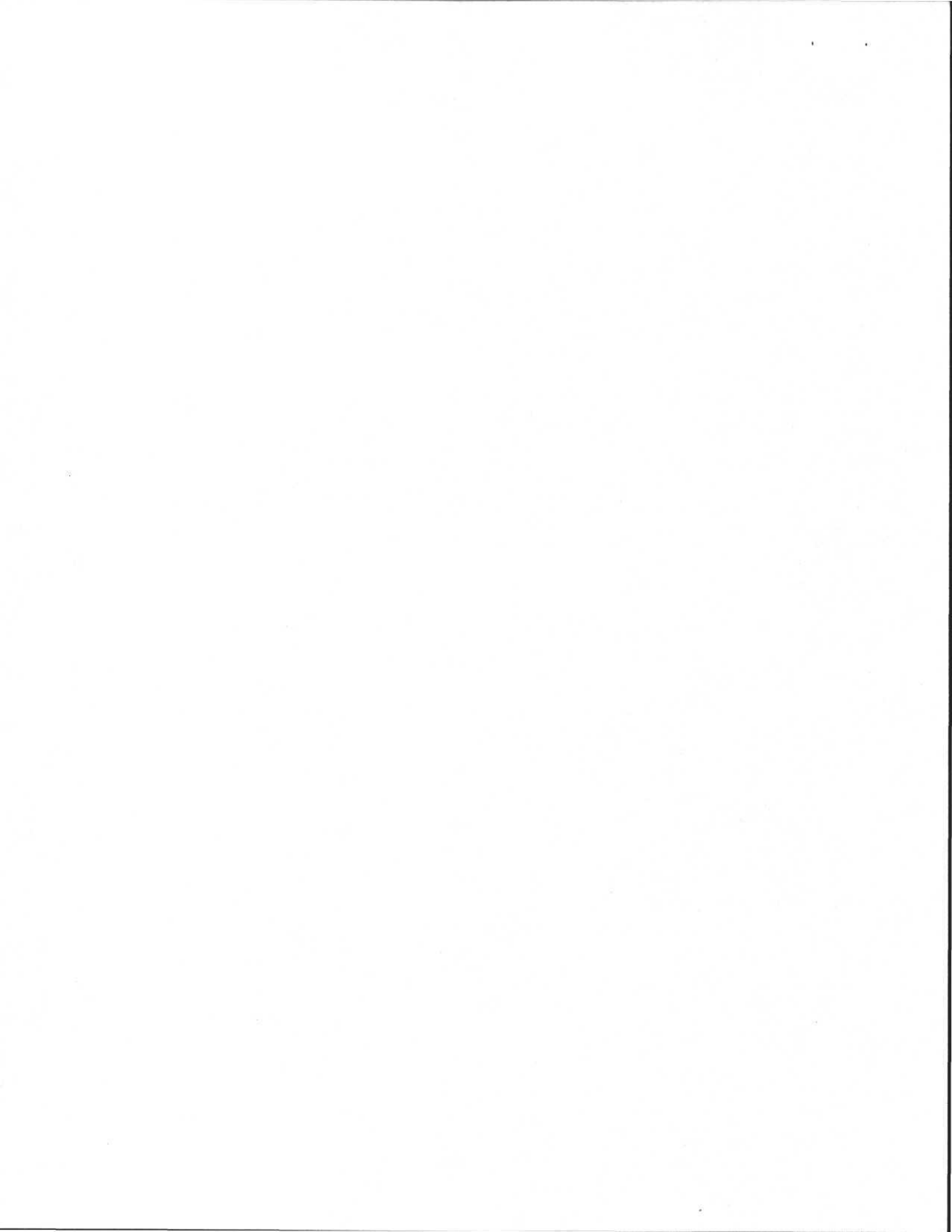
1912

1912

INDEX

ARTICLE

1	Recognition
2	Rights of the Board
3	Agency Shop
4	Representation
5	Discrimination
6	Special Conferences
7	Grievance & Arbitration Procedure
8	Discipline & Discharge
9	Probationary Employees
10	Seniority
11	Supplementary Agreements
12	Layoff - Recall
13	Retirement
14	Bulletin Board
15	Funeral Leave
16	Personal Business Leave
17	Insurance & Sick Days
18	Health Leave of Absence
19	Leaves - Jury Duty
20	Holidays
21	Vacations
22	Act of God Days
23	Job Preference
24	Overtime
25	Flex Time
26	No Strike or Lockout Clause
27	Safety Apparel
28	Safety Committee
29	Temporary Employees
30	Lunch & Rest Period
31	Attendance Incentive
32	Miscellaneous
33	Hospitalization Insurance
34	Termination of Agreement
	Wage Schedule - Wages & Other Benefits



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

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, 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 or 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 employees, during working hours, may investigate and present grievances to the employer without loss of time or pay. Should it become necessary for an employee to leave his/her 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/she is going to see. Said employee shall notify the Supervisor upon his/her 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 non-membership or participation or non-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, MESPA.

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 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 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, Union Representative, or Grievance Committee, with a copy of the response to the Local President within ten (10) working days.

STEP 3. If the grievance is still unsettled, the Union 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 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, then the arbitrator shall be selected in accordance with the rule 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 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.

Nothing herein shall prevent the Board from commencing discipline at any appropriate step should circumstances warrant. Historical disciplinary records will not be considered in new instances of discipline if the employee has maintained a clean record for at least two (2) years from the previous disciplinary action.

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

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 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 probationary rate shall not receive any of the benefits or have access to the grievance procedure provided by this Agreement.

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 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 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	SS# 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 days, then all seniority will be lost.
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 held a position in 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. Notwithstanding their position on the seniority list, the President and two stewards of said Local shall, in the event of layoff, be continued at work at all times when work is available, provided they can perform the work.
12. The parties do hereby agree the following execution of rights of seniority and will hereby consider it policy.

- a. District-wide seniority will prevail at each worksite within each classification when pertaining to Job Preference.

This agreement will be reviewed within two (2) years of implementation and with mutual consent of the parties involved may be revised at such time.

ARTICLE 11
SUPPLEMENTARY AGREEMENTS

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 from 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 been laid off.
- d) Any laid-off seniority employee called back for part-time or temporary work shall have access to the grievance procedure. *NOT*
- 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.

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 this 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.

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 O-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 O-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 I.
 6. Effective 1-1-88. seniority employees, who are classed as full-time employees (20 hours or more per week), shall be provided at Board expense, the MEA Legal Services Program II (MEALS II).

ARTICLE 18
PERSONAL AND HEALTH LEAVE OF ABSENCE

a. 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 XVII 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
Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday following Thanksgiving Day
Day before Christmas
Christmas 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 th 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 on 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 who 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 non-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. If evaluations show inadequate progress towards or inability to be promoted to the regular classification the Trainee will be returned to the 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:

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

This agreement will be reviewed within two (2) years of implementation and with mutual consent of the parties involved may be revised at such time.

5. This Memorandum of Understanding is being entered into by both parties, the Board of Education, M.E.S.P.A., Local #2, 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 employee(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.

This memorandum shall not supersede any article of the contract or working agreement both parties are entered into, currently or in the future.

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 or 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 during 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 of 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

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 5 working days or as vacation fill-in of regular employees. Seasonal and substitute employees will be paid the hourly rate established for this work, but will receive no benefits covered by this Agreement. Neither shall have access to the grievance procedure.

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	8 additional vacation days
2 days absent/yr	6 additional vacation days
3 days absent/yr	4 additional vacation days
4 days absent/yr	2 additional vacation days

ARTICLE 32
MISCELLANEOUS

1. Work Uniforms
 - a) 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 the Superintendent or his designee.

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; \$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 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.

ARTICLE 34
TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 1993. 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, 1993 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

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

Edna Kovach
President

Wade [Signature]
President

Kim T. [Signature]
Secretary

Secretary

July 2, 1991
Date

Ken Tils
MESPA Representative

Aug. 14, 1991
Date

Wage Schedule

Custodial/Maintenance Wage & Other Benefits

	1988-89				1989-90				1990-91				1991-92				1992-93			
	Prob	120 Day	6 Mos	1 Yr	Prob	120 Day	6 Mos	1 Yr	Prob	120 Day	6 Mos	1 Yr	Prob	120 Day	6 Mos	1 Yr	Prob	120 Day	6 Mos	1 Yr
MAINTENANCE																				
Head Mechanic	10.50	11.10	11.70	12.30	11.00	11.60	12.20	12.80	11.60	12.20	12.80	13.40	12.30	12.90	13.50	14.10	13.10	13.70	14.30	14.90
Mechanic	10.07	10.67	11.27	11.87	10.57	11.17	11.77	12.37	11.17	11.77	12.37	12.97	11.87	12.47	13.07	13.67	12.67	13.27	13.87	14.47
Ass't Mechanic	9.47	10.07	10.67	11.27	9.97	10.57	11.17	11.77	10.57	11.17	11.77	12.37	11.27	11.87	12.47	13.07	12.07	12.67	13.27	13.87
Maintenance Man	10.07	10.67	11.27	11.87	10.57	11.17	11.77	12.37	11.17	11.77	12.37	12.97	11.87	12.47	13.07	13.67	12.67	13.27	13.87	14.47
Handyman Trainee	9.58	10.18	10.78	11.38	10.08	10.68	11.28	11.88	10.68	11.28	11.88	12.48	11.38	11.98	12.58	13.18	12.18	12.78	13.38	13.98
Groundsman	9.47	10.07	10.67	11.27	9.97	10.57	11.17	11.77	10.57	11.17	11.77	12.37	11.27	11.87	12.47	13.07	12.07	12.67	13.27	13.87
Part-time Grounds				5.90				6.40				7.00				7.70				8.50
CUSTODIAL																				
Head Cust-HS	9.96	10.56	11.16	11.76	10.46	11.06	11.66	12.26	11.06	11.66	12.26	12.86	11.76	12.36	12.96	13.56	12.56	13.16	13.76	14.36
Head Cust-JH	9.74	10.34	10.94	11.54	10.24	10.84	11.44	12.04	10.84	11.44	12.04	12.64	11.54	12.14	12.74	13.34	12.34	12.94	13.54	14.14
Head Cust-Elem	9.62	10.22	10.82	11.42	10.12	10.72	11.32	11.92	10.72	11.32	11.92	12.52	11.42	12.02	12.62	13.22	12.22	12.82	13.42	14.02
Clnr-Shift Super**	9.40	10.00	10.60	11.20	9.90	10.50	11.10	11.70	10.50	11.10	11.70	12.30	11.20	11.80	12.40	13.00	12.00	12.60	13.20	13.80
Cleaner	9.20	9.80	10.40	11.00	9.70	10.30	10.90	11.50	10.30	10.90	11.50	12.10	11.00	11.60	12.20	12.80	11.80	12.40	13.00	13.60

NOTE: All other part-time employees shall receive the probationary hourly wage rate applicable to classifications in which they are working.

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/her 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.

- * 120 day category = Calendar days
- ** Shift Supervisor applies only to Junior High and High School positions

(2)

MEMORANDUM OF AGREEMENT

PARAGRAPH 1

Gibraltar MESPA Custodial/Maintenance (hereafter "the union") and the Gibraltar School District (hereafter "the district") enter into this Memorandum of Understanding for the purpose of clarifying and modifying the practices and procedures of the District which generally provided that the custodial/maintenance work shall be performed by bargaining unit members, if members of the bargaining unit have licensing and/or skills required and the District has or can obtain the necessary equipment at a reasonable cost (taking in consideration the likelihood that the similar work requiring the same equipment may be required to be performed within a reasonable period).

PARAGRAPH 2

It is the policy of the Gibraltar School District to fully utilize the services of its custodial/maintenance employees and to maintain maximum employment opportunities for these employees. However, it is also recognized that at times it may be necessary to utilize the services of outside contractors to perform certain construction, repair, and maintenance work.

PARAGRAPH 3

Provided, however, that notwithstanding the general rule in Paragraph 1, and subject to other restrictions in this memorandum, management retains the right to use outside contractors to the extent consistent with sound business practices, taking into consideration the following:

- a) skills, abilities, equipment, and manpower necessary to perform such work in the time reasonably necessary; and
- b) whether the District's custodial/maintenance employees can do the work reasonably in line with anticipated quality, cost, and performance of the proposed subcontractor.

PARAGRAPH 4

This generally stated rule of bargaining unit maintenance is recognized not to allow any contracting out of bargaining unit work if:

- a) such contracting out results in additional layoffs of bargaining unit employees;
- b) to avoid payment of normal or customary overtime to bargaining unit members; or

- c) if any position within the bargaining unit as of the date of this agreement is unfilled for longer than sixty (60) days.

Employees jobs should not be eliminated as a result of the contracting out of work. Nor should it be used to avoid the payment of normal or customary overtime.

This applies during the term of this agreement.

PARAGRAPH 5

In order to resolve any disputes as to whether particular work should be performed by the District's employees or contracted out, the District will give the Union notice (except in cases of emergency) prior to contracting out such work, and will be available to discuss the matter with the Union.

The district shall in such notice provide the nature and scope of the work to be performed, and the reason why the district proposes to subcontract. The District will provide all information reasonably necessary for the Union to review the proposal, and to respond to it. The Union shall have a full opportunity to comment on the District's proposal, and to offer alternative solutions. The Union will be given full access to all information reasonably necessary to confirm any representation by the District and the opportunity to suggest alternatives to contracting the work out, including reassignment of bargaining unit personnel and/or other personnel changes necessary to insure the work can be performed in an efficient manner.

The parties agree that they will meet and confer prior to such contracting out.

PARAGRAPH 6

This Memorandum of Understanding is executed as part of the resolution of existing litigation pending before the Honorable Pamela Harwood, Wayne County Circuit Judge, in Wayne County Civil Action No. 90-017-960, as indicated above; ULP Case No. C90 B-29, C90 G-165 and all grievances, including arbitrations AAA Case No. 54 39 0198 91 (Subcontracting) and AAA Case No. 54 39 0197 91 (Job Transfers/Reassignments); except arbitrations AAA Case No. 54 39 1711 90 and AAA Case No. 54 39 1712 90, as they relate to the Custodial/Maintenance Unit.

PARAGRAPH 7

Its effectiveness is contingent upon the complete resolution of the presently pending motion for contempt, including issues of past damages.

PARAGRAPH 8

This Agreement shall be considered to be part of the collective bargaining agreement, and shall be enforceable pursuant to the arbitration clause and procedure contained therein. The arbitrator shall have jurisdiction to make any award customarily granted by labor arbitrators in similar disputes, including but not limited to lost compensation, wages, overtime, benefits, and opportunity for make up work, and/or reinstatement.

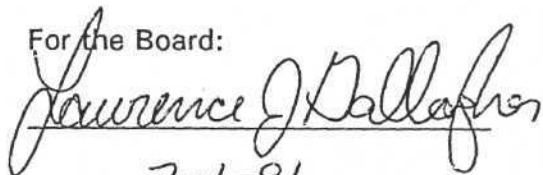
LETTER OF AGREEMENT

The Gibraltar School District and the Gibraltar Custodial & Maintenance Chapter , Michigan Educational Support Personnel Association, M.E.S.P.A./M.E.A., hereby enter into the following Agreement to modify working hours per day and working days per week for the summer months:

1. The normal work week for regular full-time employees who elect to participate in this plan shall consist of ten (10) consecutive hours of work per day, four (4) consecutive days, for a total of forty (40) hours per week.
2. Any hours worked in excess of ten (10) in any one (1) day shall be considered overtime and paid accordingly.
3. Vacation shall be prorated to the effect that any one (1) week of vacation taken during the period of this Agreement will be considered as five (5) vacation days used and charged accordingly.
4. Sick leave shall be prorated to the effect that any one (1) day of sick leave will be considered one and one-quarter sick days used and charged accordingly.
5. Schedules shall be arranged to continue coverage of buildings Monday-Friday of each week.
6. Employees must make the election of the four (4) day work week by July 8, 1991, and continue on this schedule for the effective time period of this Agreement.
7. Final approval of staffing of buildings and hours to be worked remains with the Director of Custodial/Maintenance. The Director will review such decision with Custodial Union representation.

After a trial period from July 8, 1991, until July 19, 1991, during which the Gibraltar School District reserves the right to evaluate the effectiveness of this arrangement and to discontinue it, this Agreement shall be in effect only for the period of July 8, 1991, through August 16, 1991. Effective at the end of the day of August 17, 1991, the above provisions shall expire and the parties shall thereafter abide by the terms of the negotiated Collective Bargaining Agreement.

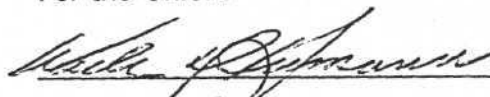
For the Board:



7-1-91

Date

For the Union:


7/1/91

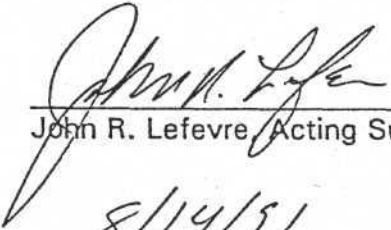
Date

JOB DESCRIPTION

HEAD MECHANIC

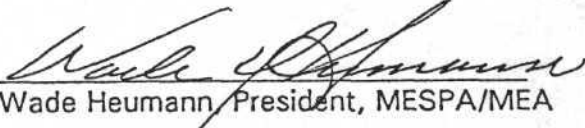
Working with the Director of Maintenance and the Director of Transportation, the Head Mechanic has the responsibilities of maintaining the School District's buses and other vehicles in a safe operating condition. The Head Mechanic's duties and responsibilities include, but are not limited to:

- 1) Keeping accurate records and reports and is in charge of all supplies and inventory of the School District associated with maintaining the fleet.
- 2) Maintain all required logs, reports, and records associated with school buses and other vehicles owned by the School District.
- 3) Perform all the duties associated with the Mechanic and Maintenance Man.
- 4) Assigns work to the mechanics and other employees at the maintenance facility.
- 5) Keeps accurate and complete records of all outside repairs performed on school buses and equipment.
- 6) Keeps annual reports to the Superintendent as to the condition of all equipment, repairs made and costs associated with said repairs. In addition to other reports as may be required by the Superintendent or Board.
- 7) Has the responsibility of controlling and being accountable for all tools and equipment purchased by the school district for mechanics.
- 8) Perform such other reasonable duties as may be assigned by the Director of Maintenance.


John R. Lefevre, Acting Superintendent

Date

8/14/91


Wade Heumann, President, MESPA/MEA

Date

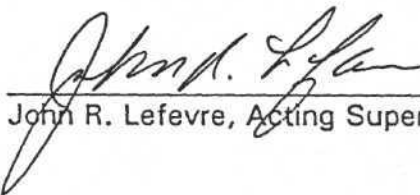
8/14/91

JOB DESCRIPTION

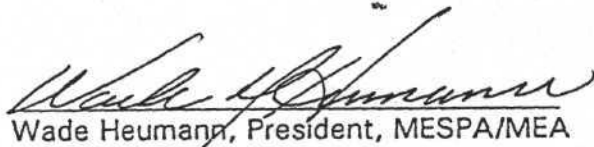
MECHANICS

Mechanics, working under the supervision of head mechanic, have the duty and responsibility of maintaining the District's school buses and other vehicles, in addition to repairing small engines and other mechanical devices used by employees of the School District. Mechanic's duties and responsibilities include, but are not limited to:

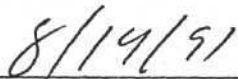
- 1) Repair all buses, trucks and cars owned by the School District.
- 2) Assist groundsmen in the repair of their equipment.
- 3) Perform such other reasonable duties as may be assigned by the head mechanic and/or Director of Maintenance or Transportation.



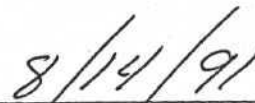
John R. Lefevre, Acting Superintendent



Wade Heumann, President, MESPA/MEA



Date



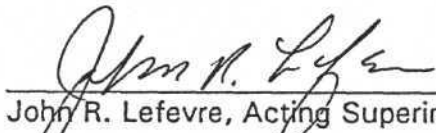
Date

JOB DESCRIPTION

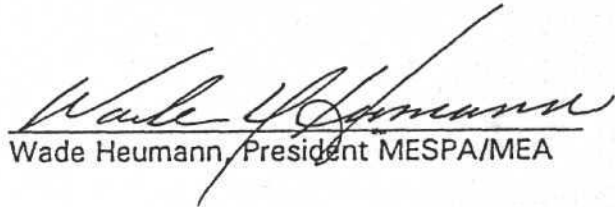
MAINTENANCE MAN

The Maintenance Men are assigned through the School District to perform those duties and responsibilities associated with their classification. Said duties and responsibilities include but are not limited to the following:

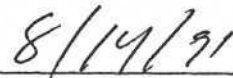
- 1) Perform all duties of general and special maintenance to the buildings and other facilities of the Gibraltar School District as may be assigned by the Director of Maintenance.
- 2) Perform such other reasonable duties as may be assigned by the Director of Maintenance.



John R. Lefevre, Acting Superintendent



Wade Heumann, President MESPA/MEA



Date

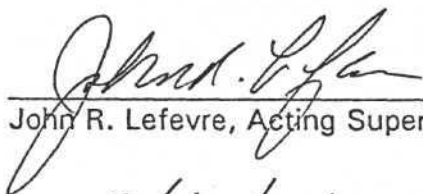
Date

JOB DESCRIPTION

GROUNDSMEN

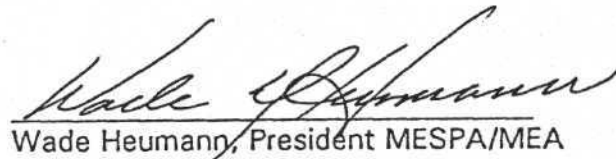
Groundsmen, have the general duty and responsibility of caring for the grounds, roadways, playgrounds and parking lots of property under the jurisdiction and control and owned by the school district. Groundsman's duties and responsibilities include, but are not limited to:

- 1) Repair and maintain all equipment provided for grass cutting and snow removal.
- 2) General lawn care and maintenance of the school property, including but not limited to the cutting of grass, fertilizing of grass, removal of grass cuttings, and such other duties associated with the care and upkeep of the lawns and fields adjacent to school property.
- 3) The removal of all snow from school property.
- 4) Operate all equipment owned by the School District or rented for a specific function associated with the care and maintenance of the grounds of the School District.
- 5) Assist maintenance men in the performance of their duties.
- 6) Perform such other reasonable duties as may be assigned by the Director of Maintenance.



John R. Lefevre, Acting Superintendent

8/14/91
Date



Wade Heumann, President MESPA/MEA

8/14/91
Date


JOB DESCRIPTION

HEAD CUSTODIAN CARLSON HIGH/MEMORIAL BUILDING COMPLEX

The Head Custodian of this complex is in a line capacity to the Director of Maintenance/Grounds and on direct line position to the Principal/Administrator of the complex. As such he/she shall:

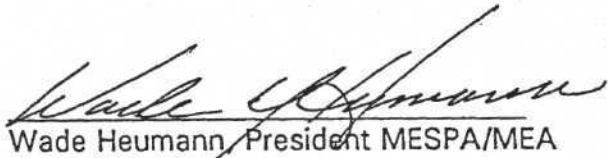
- 1) Be directly responsible to the Director of Maintenance/Grounds and responsible to the Building Principal/Administrator for the efficient operation, control, supervision, and evaluation of all maintenance/custodial services referred by the Central Administration, the Director of Buildings/Grounds and the Plant Administrator.
- 2) Be responsible for the establishment and implementation of staff and plant work schedules under the direction of the Maintenance/Grounds. In conjunction with this responsibility, he/she shall supervise, monitor, and evaluate to him/her, as directed by his superiors. He/she shall make appropriate recommendations, commensurate to his/her position and jurisdiction.
- 3) Be responsible for a planned preventative maintenance and routine daily programs of operations which cover, but do not limit to, all fire, water, health, storage, safety, energy conservation, security, M.I.O.S.H.A., etc., regulations, laws and policies of the State, County, and School District.
- 4) Be responsible for the acquisition, maintenance, and disbursement of all plant custodial/minor maintenance, supplies, etc., as directed by the Director of Maintenance/Grounds.
- 5) Prepare and submit an annual budget as directed, along with necessary written and oral recommendations as necessary.
- 6) He shall make recommendations regarding the plant operations.
- 7) Be responsible for an accurate and current inventory of supplies, and ordering supplies for custodial needs within the prescribed budget as directed.
- 8) He/she shall perform or direct those minor maintenance services, as necessary for the efficient operation of the plant.
- 9) Establish a regular schedule of plant checks to cover heating, water, lighting, electrical, and other plant construction, and when necessary, to take immediate steps to rectify plant problems. He shall maintain the plant site and associated equipment as directed, and report to his superiors all major plant, site deficiencies as necessary.

- 10) He/she shall discharge all directives from Central Office, and his/her superiors commensurate to Board Policy.
- 11) Assist the Director of Maintenance/Grounds within the parameters of this classification.
- 12) Should continue in his/her thrust for self-improvement in the position of voluntary course work, added training, or workshops. He/she shall attend all mandated seminars or workshops which are during school hours and paid by the Board of Education.
- 13) Perform such other reasonable duties as may be assigned by Central Administration, the Director of Maintenance/Grounds, and the Memorial Complex Administrator.
- 14) In addition to the duties and responsibilities as spelled out above, the Head Custodian shall:
 - a) assign duties for the afternoon and midnight cleaners.
 - b) Inspect playground equipment and report needed repairs to the Director of Maintenance
 - c) Perform such other reasonable duties as may be assigned by the building administrator.


John R. Lefevre, Acting Superintendent

Date

8/19/91


Wade Heumann, President MESPA/MEA

Date

8/14/91

JOB DESCRIPTION

HEAD CUSTODIAN

The Head Custodian of each building shall be responsible to the building principal or his designated representative for the following:

- 1) Supervision of custodial services for the building. When the Head Custodian is the only staff member assigned to a building, he shall perform all services himself, in addition to being responsible for the condition of the building.
- 2) Maintenance of an accurate and current inventory of custodial supplies and ordering necessary supplies for the custodial needs of the building.
- 3) Performing minor maintenance services, such as painting, replacing broken window panes, repairing desks by replacing glides, fixing hinges, tightening loose screws, etc., changing light bulbs and fixing leaky faucets, tightening door closers and hinges, oiling motors in various apparatus in the building.
- 4) Taking charge of all heating equipment and checking it regularly to assure that it is in proper running order. Defective items shall be referred to the Finance Manager at once. When in doubt regarding the safety of boiler and heating equipment, the Head Custodian should check with the Principal for directions.
- 5) Maintaining the school site and associated equipment as directed by the Principal and Finance Manager.
- 6) Keeping the Principal informed at all times regarding the condition of the building, the site, and all equipment in the building and on the site.
- 7) Performing such other reasonable duties as may be assigned by the Principal or Finance Manager.
- 8) In addition to the duties and responsibilities as spelled out above, the Head Custodian shall:
 - a) Assign duties for the afternoon and midnight cleaners.
 - b) Inspect playground equipment and report needed repairs to the Director of Maintenance, and;
 - c) Perform such other reasonable duties as may be assigned by the Building Administrator.

John R. Lefevre
John R. Lefevre, Acting Superintendent

8/14/91
Date

Wade Heumann
Wade Heumann, President MESPA/MEA

8/14/91
Date

JOB DESCRIPTION

CLEANERS

Under the control and supervision of the Head Custodian, cleaners have the duty and responsibility of cleaning and maintaining their building in a clean and sanitary condition. Cleaners duties include, but are not limited to:

- 1) Perform all duties and operate all equipment needed to clean the interior and exterior of the District's buildings.
- 2) Inspect their buildings for needed repairs and make reports to the head custodian.
- 3) Perform such other reasonable duties as may be assigned by the head custodian, building administrator, or Director of Maintenance.



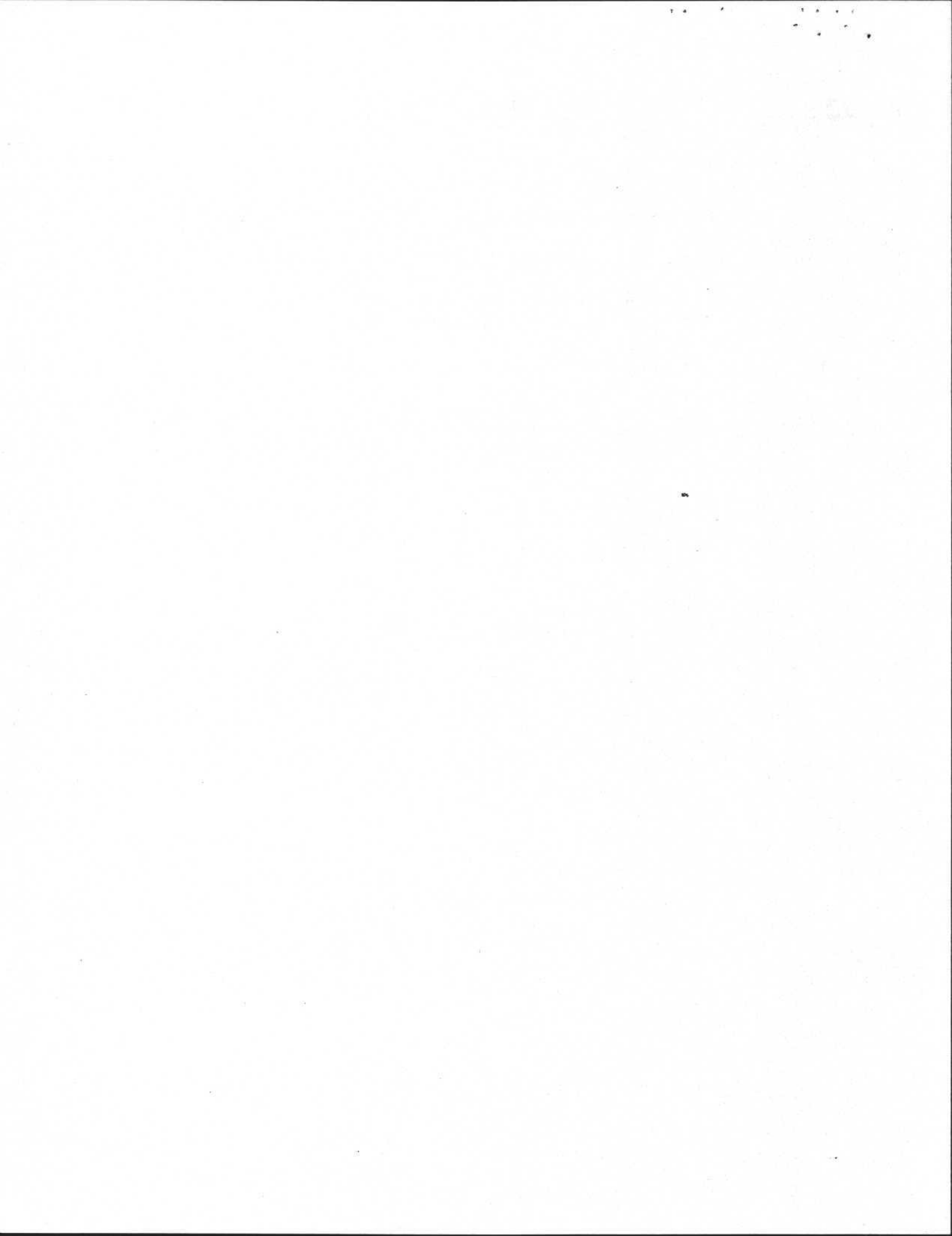
John R. Lefevre, Acting Superintendent



Wade Heumann, President MESPA/MEA

8/19/91
Date

8/14/91
Date



MEMORANDUM OF UNDERSTANDING

TO: Whom It May Concern

FROM: Jerome G. Pavlov, Assistant Superintendent

RE: Maintenance Personnel Doing Director of Maintenance Duties

DATE: December 20, 1984

In an attempt to eliminate confusion and possible grievance action, the following understanding will take precedence when situations so mandate:

The Maintenance Director or his designee will make every reasonable attempt to utilize seniority provisions of call-in unless extenuating circumstances prevail. These circumstances do arise periodically, but it is the intention of this memo that the spirit of the call-in procedure will be honored.

During extended emergency call-in, the maintenance man filling the position will not forfeit any possible overtime that he is entitled to by the overtime list.

cg

cc: Frank Hinzmann ✓
Wade Heumann
Tom Meade
File

A handwritten signature in dark ink, appearing to read "Jerome G. Pavlov", is written over two horizontal lines. The signature is stylized and cursive.

