

**AGREEMENT  
BETWEEN THE  
AIRPORT COMMUNITY SCHOOLS  
AND THE  
AIRPORT EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**(MAINTENANCE, MECHANICS AND  
CUSTODIAL EMPLOYEES)**

**July 1, 2015 – June 30, 2017**

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## ARTICLE I

### PURPOSE

It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

## ARTICLE 2

### UNION RECOGNITION, AGENCY SHOP, AND CHECK OFF

#### Section 1. Union Recognition

- A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- B. The term "employee" as used herein shall include all employees in the classifications listed in Schedule A and Schedule B, excluding substitutes, confidential employees and supervisors as defined in the Public Employment Relations Act, and all other employees of the Board.

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#### Section 2. Voluntary Union Membership and Contribution

- A. Each bargaining unit member may join the Association or voluntarily pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law, or chose not to pay union dues or service fee.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and

- the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members
- C. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, who agree to voluntarily pay a service fee, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February).
  - D. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Section. Further, the Association agrees to indemnify and save the Board of Education, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.
  - E. If an emergency financial manager is appointed to the district, he/she may ratify or modify this agreement in his/her sole discretion.

### Section 3: Checkoff

The school will continue to collect union dues until the injunction on PA53 is lifted and if/when the law goes into effect.

The employer shall deduct assessments, contributions and Association dues or service fees from each employee's pay and transmit the total deductions to the Treasurer of the Association on or before the fifteenth (15th) day of each month, following the month in which said deductions were made, together with a listing of each employee, and the amount that is deducted each month from each individual employee, provided however, that the Association shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures.

### Section 4: Indemnification.

The Association shall indemnify and save the Employer harmless and forever release the Employer, including the Board of Education, its Officers and Agents, on behalf of itself, its successors, agents, and assigns, from any and all claims, demands, suits or other forms of liability that shall arise out of this Article, or arising out of an action, or non-action, in reliance upon this Article. The provisions of any State, Federal, Local Laws or statute which provide that such an indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are

unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby waived.

### ARTICLE 3

#### NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practice as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, religion, national origin, sex, age or disability. The District agrees to comply with the provisions of the American with Disabilities Act.

### ARTICLE 4

#### VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the premises of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

### ARTICLE 5

#### OFFICERS

- A. The employees shall be represented by a President and a Grievance Chairperson who shall be chosen or selected in a manner determined by the employees and the Union and whose names shall be furnished to the Board in writing by the Union.
- B. Reasonable arrangements may be made to allow the President and the Grievance Chairperson time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after arrangements have been made with their supervisor.
- C. During their term of office, the President and Grievance Chairperson shall be deemed to head the seniority list for the purpose of lay off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

## ARTICLE 6

### SAFETY PRACTICES

- A. The District will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of the Michigan Occupational Safety and Health Act, state and local regulations.
- B. The employee will notify the Superintendent or his/her designee and Union in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Superintendent or his/her designee upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition, if in the investigation, the alleged unsafe condition is found to be a hazard to the employee(s).
- C. Repeated notices of job hazards which do not turn out to be substantiated shall be cause for written warning.
- D. If notices of employer are not resolved, the issue in question could become part of the grievance procedure at the third step.

## ARTICLE 7

### JURISDICTION

Persons in supervisory, non-union roles may assist with work covered by this Agreement, but not on a regular basis.

## ARTICLE 8

### CONTRACTUAL WORK

The right of contracting or sub-contracting is vested in the Board. The right to contract or sub-contract shall not be used for the purpose of undermining the Union or to discriminate against any of its members, nor shall use of contracting or sub-contracting result in the reduction of the present work force as is now in effect, or in the event of the extension of service shall contracting or sub-contracting be used to avoid the performance of work covered under this Agreement.

## ARTICLE 9

### SENIORITY

- A. A newly hired regular employee shall be on probationary status for ninety (90) work days. At any time prior to the completion of the ninety (90) work day probationary period, the employee's work performance, conduct or attendance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the ninety (90) work days of employment shall work additional days equal to the number of days absent and such employee shall not have completed their probationary period until these days have been worked.
- B. After satisfactory completion of the ninety (90) work day probationary period seniority and all matters pertaining to benefits shall be retroactive to the first day of work.
  - 1. The probationary period for attendance will be two (2) years from the first date of employment.
- C. Employees shall be laid off and recalled according to their seniority in their classification. An employee on a scheduled lay off shall have the right to displace a lesser seniority employee within the bargaining unit, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- D. An employee will lose their seniority for the following reasons:
  - 1. The employee resigns.
  - 2. The employee is discharged for just cause.
  - 3. The employee retires.
  - 4. Layoff for a period equal to 24 consecutive months.
- E. An updated seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain each employee name, date of hire, location and classification. Seniority in classification shall be as of the date of entry into the classification.
- F. Seniority shall be retained but not accrue within the bargaining unit for an employee who transfers to a non-bargaining unit position, with that employee having the right to exercise the seniority that they earned while they were a member of the bargaining unit, and return to the bargaining unit in the event that such employee leaves their non-bargaining unit position or that position is eliminated, seniority permitting. It is further understood the employee shall serve a probationary period of ninety (90) working days upon return to the bargaining unit.

## ARTICLE 10

### TRANSFERS AND PROMOTIONAL PROCEDURE

#### Section 1. Vacancies and Newly Created Positions

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days from the date the District determines that a vacancy exists. Employees shall be given three (3) working days from the date of posting, in which to make application to fill the vacancy or new position. The District agrees that seniority for those that apply, and having appropriate certifications where required, will be the deciding factors in awarding vacancies or newly created positions.
- B. The members of the local leadership may request a meeting at least once semi-annually with an administrative representative to discuss any issues of concern.

#### Section 2. Involuntary Transfers

- A. The District can temporarily and involuntarily transfer the least senior employee in the same classification.
- B. Temporary transfer shall be for a period of no longer than thirty (30) working days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) working day time period. In the event that it is not mutually agreeable between the parties to extend the temporary transfer beyond the thirty (30) working days time period, the position shall then be considered an open position and posted.

#### Section 3. Probationary Period – Vacancies

- A. An employee who bids on a vacant or newly created position shall serve a probationary period of ninety (90) working days. During this ninety (90) working day probationary period, the employee may request to be returned to their former position and the Board shall honor such request. In the event that the employee's work performance or conduct is unsatisfactory to the District, the District shall have the right within the ninety (90) working day probationary period to return the employee to their former position. In the event that the District returns the employee to their former position, the District shall furnish the affected employee the written reason or reasons as to why their work performance was unsatisfactory. During the time period that the employee is serving the ninety (90) working day probationary period, the District may fill any subsequent vacancies with a substitute employee. Upon satisfactory completion of the ninety (90) work days probationary period, the vacated position shall then be posted for bidding and filled.



## ARTICLE 11

### JOB ELIMINATION/BUMPING

“Bumping” – in the event of an eliminated unit position the following procedure shall be applied :

- A. Any employee whose position has been eliminated may within three work days of receipt of said notice; “bump” any employee within the unit who has less district-wide seniority provided the employee is certified for the position, if certification is required. Failure to exercise bumping rights within the three day period will result in loss of employment rights.
- B. Any employee so “bumped” may bump another employee until all jobs have been filled based on seniority and qualifications.
- C. If the employee has completed the probationary period but does not have enough seniority to exercise his/her bumping rights, the employee will be considered laid off from the district. Laid off employees will remain on the recall list for up to one calendar year from the effective day of the layoff. Laid off employees will be recalled to employment based on seniority and qualifications.
- D. No employee shall be entitled to bump into a position for which he/she has not the present ability to perform the work.
- E. Should an employee who bumps in a position return to their former (eliminated) position, the position vacated shall be posted and bid.
- F. Employees will be compensated per agreement for the position he/she bumped into.

## ARTICLE 12

### DISCIPLINE - DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among, but not limited to, the causes which shall be deemed sufficient for dismissal, suspension, demotion or other disciplinary action are the following:
  - 1. Unauthorized or excessive absence from work.
  - 2. Commitment and conviction of any criminal act.
  - 3. Conduct unbecoming any employee in the public service.
  - 4. Disorderly or immoral conduct.

5. Incompetency or inefficiency.
  6. Insubordination.
  7. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
  8. Neglect of duty.
  9. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment.
  10. Violation of any lawful regulation or order made by a supervisor.
  11. Willful violation of any provision of this contract.
  12. Deliberate falsification of records and reports.
  13. Possession or use of illegal drugs on school property.
  14. Use of tobacco in violation of State Law.
  15. Possession or use of a weapon including but not limited to a firearm, knife, club, concealed weapon or self defense spray on school property, unless written permission from a supervisor is first received.
- B. An employee may be dismissed, suspended or disciplined without pay, pending investigation and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights, and all other fringe benefits that the employee would have earned during the suspension or dismissal period. If the dismissal is sustained or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.
- C. The Union with specific written consent of the employee shall have the right to review the personnel file of an employee within the bargaining unit, upon making the request to the Administration of the School District. An employee, upon making request shall have the right to review the contents of their own personnel file maintained by the District. Such review of personnel files must be done in the Board of Education offices under the supervision of a designated school employee.

## ARTICLE 13

### NEW JOBS

- A. The District shall notify the Union in writing when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the District shall place into effect the new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The District shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) working days following the date of written notification to the Union. During this thirty (30) working day period, but not thereafter during the life of this Agreement, the Union may request in writing the District to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted through the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

## ARTICLE 14

### UNPAID LEAVES OR ABSENCE

- A. Extended Illness/Disability Leave
1. Multiple leaves of absence for periods not to exceed one (1) year each shall be granted, upon review by the Board of Education or its designee, without pay for extended personal illness or disability of a bargaining unit member, prior to reaching maximum medical improvement, which prevents him/her from performing the essential job functions of his/her assignment.
  2. A paid or unpaid leave of absence taken due to extended personal illness/disability which is a serious health condition (as defined by the Family and Medical Leave Act) of the bargaining unit member shall be taken concurrently with leave under this provision to the extent of the bargaining unit member's eligibility under the Family and Medical Leave Act. As provided under the FMLA, the Employee may require the District to let it use accrued paid leave applicable to the request, and the District may require the Employee to use accrued paid leave applicable to the request.
  3. The District has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this Article. The employee will facilitate and cooperate in the furnishing of such information, which shall include, for leaves taken under FMLA, responses to the inquiries contained in the Department of Labor form entitled Certification of Physician or Practitioner.

4. The District has the right to require that a second medical opinion (at District expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and District (in consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the District, the employee and the Association. The cost of this examination shall be paid by the District.
5. The District has the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.

When an employee is returning from an unpaid leave connected with extended personal illness or disability, the District reserves the right to require medical evidence of the employee's ability to resume normal job duties.

#### B. Child Care Leave

1. A leave of absence for a period of up to twelve (12) weeks may be granted for purposes of child care for a new child. A child care leave shall be granted to the extent that a bargaining unit member is eligible for and entitled to such leave under the Family and Medical Leave Act.
2. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of a bargaining unit member's eligibility under the Family and Medical Leave Act.
3. Leave taken under this provision in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

#### C. Care of Family Member

Leaves of absence shall be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family as defined by the provisions of the FMLA Act.

- D. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

- E. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- F. Any employee in the bargaining unit elected or appointed to full time Office, position in the Union, or position in government whose duties require their absence from work shall be granted a leave of absence without pay for the term of such office or position.
- G. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union.
- H. An employee who meets all of the requirements as herein before specified may be granted a leave of absence without pay and the employee shall not accumulate seniority during their leave of absence unless on military leave. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the operations of the school district. If circumstances change during the leave, the employee must notify the Superintendent in writing within ten (10) working days, to inform him/her of same so that they may reassess the leave of absence. If the employee utilizes the leave for purposes other than the reason requested, discipline including termination may result.

Employees may not work at another job during their leave of absence unless approved in advance by the Board of Education.

I. Return from Leave

Upon return from leave the bargaining unit member shall be assigned to either the same position from which leave was taken or to a position for which the bargaining unit member is qualified and able to perform and for which he/she possesses sufficient classification seniority. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff, in which the returning employee would have otherwise been laid off had he/she not been on unpaid leave. The employee also shall be entitled to resume accumulating seniority from the level earned prior to the leave of absence.

## ARTICLE 15

### GRIEVANCE PROCEDURE

#### Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. The term "immediate supervisor" as used herein shall be construed to mean the Director of Transportation and Maintenance for those employees who are regularly assigned to either the High School, Middle School or Elementary School buildings, and for all other employees the term "immediate supervisor" shall be defined as the person to whom that employee is directly responsible.
- C. The time elements in the steps may be shortened, extended or waived upon written agreement between the parties.
- D. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- E. A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the grievance procedure upon the employee having orally discussed the grievance with the immediate supervisor.
- F. Any grievance which is not appealed within the specified time limits set forth in the Step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.
- G. Any employee or Union grievance not presented for disposition through the grievance procedure within ten (10) working days of the occurrence of the condition giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee first became aware of the condition giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

#### Step One

- A. Any employee having a grievance shall discuss the grievance with their immediate supervisor and then if the grievance is not settled orally, the employee may request a meeting with the President and/or the President's designee to discuss the grievance. A written document signed

by both parties will be used as evidence that a meeting was held.

- B. The President and/or the President's designee then may submit the grievance within ten (10) days in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the President shall sign the grievance.

#### Step Two

- A. The President and/or the President's designee and the grievant shall meet with the immediate supervisor to discuss the grievance within ten (10) working days of its written submission to the immediate supervisor.
- B. The immediate supervisor shall give his/her decision in writing relative to the grievance within ten (10) working days of the meeting with the President and/or the president's designee and shall submit a copy of that decision to the union business representative.

#### Step Three

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools, stating the reason or reasons why the decision of the immediate supervisor was not satisfactory, within ten (10) working days from the date of receipt of the decision rendered by the immediate supervisor.
- B. The Superintendent of Schools shall then meet with the President and/or the President's designee within ten (10) working days from the date of submission of the appeal of the grievance to the Superintendent of Schools.
- C. The Superintendent of Schools shall give his decision in writing relative to the grievance within ten (10) working days.

#### Step Four

- A. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within ten (10) days and the Board of Education or a committee thereof, unless the employee request that the hearing be before the Board of Education at a regularly scheduled or special meeting. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent of Schools was not satisfactory.
- B. The Board of Education shall give a decision in writing relative to the grievance within ten (10) working days of its meeting.

#### Step Five

- A. The appealing party shall, within ten (10) working days or receipt of the written decision of the Board of Education, request the American Arbitration Association to submit a list of arbitrators under the rules of the American Arbitration Association.
- B. The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing. Any member called to testify will not suffer loss of pay.
- C. Each party shall be responsible for the expenses of non-employee witnesses that they may call.
- D. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof or to specify the terms of a new Agreement, not to substitute his discretion for that of any of the parties hereto.
- E. The fees, expenses and filing fees of the Arbitrator shall be borne solely by the non-prevailing party. In the event the Arbitrator grants an award which is not clearly in favor of either party or does not grant the total relief that the Union is requesting, but yet does not totally rule in favor of the Board, then the fees, expenses, and filing fees of the Arbitrator shall be shared equally between the parties.
- F. The Arbitrator shall render his decision.
- G. The decision of the Arbitrator shall be final, conclusive and binding upon all employees of the Board and the Union.
- H. This arbitration shall have no authority to:
  - a. Grant back pay ten (10) days prior to filing of grievance
  - b. Any matter jurisdiction of State of Federal Administrative Agency

## ARTICLE 16

### HOURS AND WORK WEEK

#### Section 1. Work Day and Week

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday.
- B. The normal work day shall be eight (8) consecutive hours plus a one-half (1/2) hour unpaid lunch period.
- C. When permanent changes in work schedules are necessary due to operating conditions, the matter will be discussed with the President



and/or designee and the Superintendent of Schools and/or their designated representatives. In the event agreement cannot be reached, the schedule proposed by the Board shall be worked. Such schedule change shall not be subject to the Grievance Procedure.

- D. If additional custodial hours need to be added during the term of this Agreement, hours will first be added to current employees working less than full time.

### Section 2. Overtime Rates will be Paid As Follows:

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one week for which overtime has not already been earned.
- B. Time and one-half (1-1/2) will be paid for all hours worked on Saturday, provided the employee has worked or been paid for forty (40) hours in the current work week.
- C. Double time (2X) will be paid for all hours worked on Sunday, provided the employee has worked or been paid for forty (40) hours in the current work week.
- D. No employee will be required to take time off from their normal work schedule during the week in place of receiving any overtime compensation for any overtime hours worked.

### Section 3. Call Back

Whenever an employee is required to return to work either prior to the start of their regular work hours, or upon completion of their regularly scheduled working hours, the employee shall receive the pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay, which must be worked, at the employee's straight time hourly rate, whichever is greater. In order for an employee to receive pay for the actual time worked, the employee must punch in and out.

### Section 4. Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work, shall receive a minimum of four (4) hours pay, which must be worked, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

### Section 5. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

If a head custodian is not available, the district will ask for volunteers from the building first to act as head custodian, if there are no volunteers, the custodian with the least amount of seniority in that building will be required to assume the head custodian position for that shift.

#### Section 6. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of 2% per hour for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between 12:00 midnight and 8:00 a.m. shall receive a premium of 3% per hour for all hours worked that day.

#### Section 7. Rest Periods

All employees covered by this Agreement who work an eight (8) hour day shall receive one fifteen (15) minute rest period during the first four (4) hours of the day and one fifteen (15) minute rest period during the second four (4) hours of the work day. Eight or more hour work days must include 30 minutes taken for a dinner break.

### ARTICLE 17

#### SICK LEAVE AND FUNERAL LEAVE

##### Section 1. Sick Leave

- A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate equal to their normal daily hours per month with a limit of one thousand fifty-six hours (1056). A maximum of eight (8) hours sick leave per month is only earned for months that the employee draws a pay check during the entire month from the District.
- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatments. Sick leave, shall be granted also to each employee covered by this Agreement for personal illness for mother, father, and for the members of the employee's family which resides in the employee's household and requires the care and attention of the employee.
- C. Records of sick leave, vacation days and personal days accumulated and taken shall be maintained on an hourly basis, and recorded on the employee's pay stub provided that technology so allows. All employees will be able to utilize sick time in one hour-increments. Proper notification must be given to the district with reasons(s) for the absence. In the event an employee is absent for three (3) or more consecutive days, or

suspected abuse, a medical excuse may be required. Records of sick leave accumulated and taken shall be available to the employees or the Union upon request. Improper use of sick day leave will be subject to disciplinary procedures.

- D. Sick Day Leave/Accumulation after five (5) years of employment and a minimum of 400 hours accumulated in the employee's sick bank provides the following:
  - a. Continue to accumulate as per master agreement.
  - b. "Cash in" any or all unused sick days allocated during the fiscal year ending on June 30<sup>th</sup> at \$60 per day.
- E. In recognition of employees who utilize sick leave each year on a minimal basis, the following benefit will apply:
  - 1. Employees who utilize zero (0) sick days will be able to receive a bonus of sixteen (16) hours pay at their pay rate at which it was earned. Employees who utilize 1-2 sick days will be able to receive a bonus of eight (8) hours pay at their per hour rate at which it was earned.
- F. If an employee becomes incapacitated due to an accident on the job or occupational disease, he/she may be employed at other vacant bargaining unit work within the school district suitable to his/her rate of pay at his/her regular classification.

## Section 2. Funeral Leave

- A. All employees shall be granted up to five (5) working days off with pay for a death of the employee's natural parents, stepparents, siblings, spouse, children, or step-children. All employees shall be granted up to three (3) working days off with pay for a death of the employee's grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and spouse's parents. Additional time shall be charged to sick leave, subject to Superintendent approval or his/her designee. In the event of the death of an aunt or uncle, the employee will be allowed one working day per occurrence for a maximum of two (2) occurrences per fiscal year.
- B. Employees may be granted time off without pay to attend the funeral of non-family members at the discretion of the Superintendent. The exercise of said discretion is not subject to the Grievance Procedure.
- C. In the event of death of an employee of the School District, funeral leave in paragraph (B) of this Section will be restricted to a representative number of employees within the bargaining unit to attend the funeral with that number to be mutually agreed upon between the Superintendent of Schools and the President and/or designee.

### Section 3. Personal Leave Days

Employees will be granted up to 24 hours per contract year with pay not chargeable against the employee's sick leave. Hours will be based upon the number of hours the employee is regularly scheduled to work.

- A. Request must be made five (5) working days in advance, except under emergency circumstances.
- B. Cannot be used the day before or after any scheduled school vacation period.
- C. Maximum of two (2) employees for the entire district and only one (1) per building to be granted personal leave on the same day and total number of employees to be approved for absence from the bargaining unit on any day scheduled for student instruction be limited to five (5). If multiple employees request to use personal leave on the same day, seniority shall prevail. This includes scheduled vacation time. Personal leave will be allowed during the last week of scheduled student Instruction, as well as two (2) weeks prior to the beginning of the student school year, only for a purpose which cannot be dealt with or done on a day outside of the stated time frames. All requests must in writing explaining the purpose for the leave requested. The request must also be pre-approved by the Operations Director. If a request is denied and the employee uses a sick day during the time requested, the employee will be required to present a doctors' certification of illness.
- D. Employees who do not use personal leave days may:
  - 1. Convert to accumulated sick days.
  - 2. "Cash in" for \$7.50 per hour.

## ARTICLE 18

### INSURANCE PROTECTION

If by stature or Constitutional Amendment the requirement that the employee not pay more than the hard amount of 20% of the health care premium be overturned, the employer will agree to pay 90% of the health care premium from the date the change goes into effect.

#### Section 1. Hospitalization Insurance

- A. The Board shall pay 80% of the employee and the employee's family health insurance premiums comparable to MESSA Choices II, XVA2, with a \$10/\$40 drug card (RX), a \$500/\$1,000 deductible, and a \$20 office visit co-pay, a \$25 Urgent care co-pay and a \$50

Emergency room co-pay. The Messa Choices II, XVA2 specifications shall be used as reference to determine level of benefits. All pre-existing conditions will be covered. All claims will be kept strictly confidential from the Board, the administration, or association, shall contain no reference numbers or names of individuals.

B.

Employees not eligible for two person or family coverage may purchase that coverage at the additional cost to the employee at the district rate.

## Section 2. Dental Insurance

The Board shall pay 90% of the employee's insurance premiums comparable to Delta Dental Insurance for employees and their dependents through MESSA (80/80/80, \$1,300 lifetime maximum on Class IV, and \$1,000 annual maximum on Classes I, II, III.

## Section 3. Vision Care

The Board shall shall pay 90% of the employee's insurance premiums for MESSA Vision VSP 3.

## Section 4. Benefit Options

Option A In lieu of health insurance only, employees may opt to receive a \$120/month annuity and dental insurance comparable to Delta Dental 80/80/80 and vision insurance equivalent to VSP 3 and MESSA Term Life at \$50,000.00.

## Section 5. Life Insurance

The Board shall pay 90% of the premium for Term Life Insurance in the amount of \$50,000 for each employee covered by this Agreement.

## Section 6. Long Term Disability Insurance

The Board shall pay 90% of the premium for a Long Term Disability Insurance comparable to MESSA quote 34935 which shall include the following:

1. The plan shall have a modified fill ninety (90) calendar days waiting period.

## Section 7. Payment of Premiums

- A. The Board shall pay 80% of the herein described medical insurance premiums and 90% of non-medical insurance premiums for each full time,

twelve (12) month employee for the full twelve (12) months of each year. Twelve (12) month part time employees will receive pro-rata payment of premiums, the balance to be paid by the employee through authorized payroll deduction.

- B. Ten (10) month employees will not be eligible for the Board paid insurance benefits described herein. This provision does not apply to members of the bargaining unit employed prior to July 1, 1980.

### Section 8. Carriers

The Board reserves the right to obtain coverage comparable to those provided in Sections 1, 2 and 3 above through insurance carriers appointed by the Board.

### Section 9. Limits of Liability

- A. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
- B. The Board by payment of the premium payment required to provide the coverage's set forth herein shall be relieved from all liability with respect to the benefits provided by the insurance company; failure of any insurance company to provide any of the benefits for which it has contracted, for any reason shall not be considered a breach of any obligation by the Board or Association.
- C. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

## ARTICLE 19

### HOLIDAYS

- A. The Board will pay the normal days for the following holidays for all employees covered by this Agreement even though no work is performed by the employee:

New Year's Eve Day	July 4th
New Year's Day	Labor Day
MLK Day*	Thanksgiving Day
Presidents Day*	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day

(\*Provided school is not in session. If school is in session on one of those holidays, another non-school day within the fiscal year will be substituted. If school is in session on these days and another day is substituted, there will be no double time for hours worked on these holidays.)

- B. Employees must work or be paid for the last scheduled work day before, and the first scheduled work day after a holiday in order to receive holiday pay, unless excused by their supervisor in advance.
- C. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.
- D. If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or shall receive their normal daily rate of pay for the holiday. In the event that the employee is on paid sick leave on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave.
- E. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

## ARTICLE 20

### VACATIONS

- A. All employees covered by this Agreement who have completed one (1) year of service shall receive two (2) weeks vacation with pay; after five (5) years of service, three (3) weeks vacation with pay; after ten (10) years of service, four (4) weeks vacation with pay. Vacation time must be utilized in one-half day increments.
- B. A newly hired employee shall receive a pro-rata vacation allowance which shall be earned from the employee's date of hire until the first (1st) day of July following their date of hire. Every year thereafter, the employee shall earn their vacation from July 1st through June 30th of each year. Each employee's vacation eligibility shall be determined or earned as of July 1st of each year, and the amount of vacation time to be granted shall be determined from the employee's year of hire, as opposed to the current year the employee is due to be granted vacation time.
- C. To be eligible for a full vacation, an employee must have worked eighty percent (80%) of their regularly scheduled working hours. An employee who works less than eighty percent (80%) of his regularly scheduled working hours shall receive a pro-rated vacation allowance based on their actual percentage of hours worked.

- D. Vacations will be limited to the following on scheduled student instruction days:

<u>Vacation Days</u>	<u># can be used on Student Instruction Days</u>
20	15
15	10
10	5

- E. Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between their anniversary date and their termination date.
- F. Employees may take their earned vacation throughout the calendar year, providing that they furnish the District a minimum of two (2) weeks written notice prior to the date that the employee desires to take such allowable vacation. No more than five (5) employees from the bargaining unit will be granted personal/vacation time on student instruction days, with the exception of November 15 when six (6) employees may take a vacation day and only one per building. Vacation requests for November 15 must be submitted for approval to the Director of the Department no later than 20 working days prior to the requested vacation. If more than the allotted number of employees request vacation on the same day, the requests will be granted by seniority. The District may allow more than five (5) employees to be out on non-instructional days or if they deem a higher number to be acceptable, however, custodians may be assigned to another building on the basis of seniority. No more than one maintenance staff or mechanic may take vacation on any scheduled school day. No vacations will be allowed during the last week of scheduled student instruction as well as two (2) weeks prior to the beginning of the student school year. If a vacation request is denied and the employee uses a sick day during the time requested, the employee will be required to present a doctors' certification of illness.
- G. Employees must use two (2) weeks vacation every year. Employees may carry over two (2) weeks vacation to the next year. Employees may "cash in" the difference between unused and carried over vacation days up to a maximum of five (5) days.

## ARTICLE 21

### INCLEMENT WEATHER DAYS

Whenever school is cancelled or dismissed due to inclement weather, the employees covered by this Agreement are required to come to work unless otherwise notified. In the event that the employee is unable to arrive at work on time, the employee is to make a continuous effort to arrive as soon as possible. The employee who follows this



practice and arrives at work shall receive their normal day's pay at the end of their normal regular shift. If school is closed due to some reason other than inclement weather (example: power outage) employees should report for work for their regular shift unless notified otherwise. If an employee calls off sick on an inclement weather day they must present a doctor certification of illness. If an employee calls off for any other reason than sick they must request the use of an emergency personal day.

## ARTICLE 22

### JURY DUTY

Employees requested to appear for jury qualification or service shall receive pay from the Board for such time lost as a result of such appearance or service less any compensation received for such jury service. Employees receiving jury duty notice shall immediately report same to their supervisor. Evidence of Jury Duty notice must be in writing. If the employee is released from jury duty before the end of his/her shift, the employee shall contact the supervisor about whether he/she shall return to work.

## ARTICLE 23

### WORKER'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use their sick leave in the same manner as if the injury or illness was not compensable under Worker's Compensation for any day which they receive sick pay from the Board. For any Worker's compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the Board. To be eligible for worker's compensation the employee must immediately report the accident or injury to their supervisor and then seek medical aid at the Corporate Connection at Mercy Memorial Hospital.

## ARTICLE 24

### FRINGE BENEFITS

It is hereby agreed between the parties that in the event an employee who is covered by this Agreement is regularly scheduled to work less than forty (40) hours per week, or are a ten (10) month employee, the employee shall be entitled to a pro-rata portion of sick, funeral, and personal leave day benefits, and are eligible for all holidays except July 4<sup>th</sup>.

## ARTICLE 25

### CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, and Schedule B attached hereto and made a part hereof by reference.

## ARTICLE 26

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

#### Section One

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the District unless executed in writing between the parties hereto and the same has been ratified by the Union.

#### Section Two

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

#### Section Three

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article and/or supplements should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### Section Four

Any Article or Section of this Agreement found to be in conflict with any law, statute or court ruling shall be null and void and may not be interpreted or considered by an arbitrator or subject to the grievance procedure.

## ARTICLE 27

### BINDING EFFECTIVE AGREEMENT

#### Section One

This Agreement shall be binding upon the parties hereto, their successors and assigns.

#### Section Two

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions upon, the District and the Union.

## ARTICLE 28

### RIGHTS OF THE BOARD

The Board reserves unto itself all rights, powers, and privileges inherent in it, or previously exercised by it, or vested in it or conferred upon it by the laws and constitutions of Michigan and the United States and any other source. The Board retains all rights to fully implement Public Act 112.

By way of illustration and not by way of limitation, rights which will continue to be exercised exclusively by the Board without prior negotiation shall include; except as expressly provided elsewhere in this Agreement or Act 379 of the Michigan Public Acts of 1965, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Board.
2. Continue its right and past practice of assignment and direction of work of all of its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working force, include the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the service, supplies and equipment necessary to continue its operations, and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.

8. Determine the financial policies, including all account procedures and all matters pertaining to public relations.
9. Determine the size of the management organization, its function, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selecting, testing or training of employees providing such selection shall be based upon lawful criteria.

## ARTICLE 29

### STRIKES AND LOCKOUTS

The Union and the District subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. During the duration of this agreement, there will be no lockout or union strike.

## ARTICLE 30

### TERMINATION, CHANGE OR AMENDMENT

- A. This Agreement shall continue in full force and effect until June 30, 2017.
- B. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify this Agreement it shall ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar day's written notice of termination. Any amendment that may be

agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Monroe County Education Association MEA/NEA and the Board, addressed to the Airport Community Schools, 11270 Grafton Road, Carleton, Michigan, 48117, or to any other such address the Union may make available to each other.

E. The effective date of this Agreement is July 1, 2015.

IN WITNESS WHEREOF; the parties have caused this instrument to be executed.

AIRPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION

MONROE COUNTY EDUCATION  
ASSOCIATION

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE A

SALARY SCHEDULE

	Schedule A 7/1/15-6/30/116
	7/1/2015
Maintenance Leader	\$19.30
Maintenance	\$19.03
Mechanic	\$19.30
Head Custodian	\$17.68
Custodian	\$16.65

Longevity:

Five (5) Years Service	-	\$400
Ten (10) Years Service	-	\$600
Fifteen (15) Years Service	-	\$800
Twenty (20) Years Service	-	\$1000

Longevity lump sum payment will be on the first non-paid Friday in December. Years of service for determining longevity payments will be based upon actual years of service as of December 1 of the year in which the current longevity will be paid.

The following are examples:

Example 1: Employee A has a seniority date of November 30, 1991. Employee A Would receive a check for longevity on December 1, 1996 for 5 years of service.

Example 2: Employee B has a seniority date of December 3, 1991. Employee B Would not be eligible for longevity until December of 1997. They did Not meet the December 1<sup>st</sup> deadline.

Eligible employees who sever their employment with the school district will receive his/her longevity benefit paid in one lump sum. If an employee severs his/her employment within the school year, their longevity benefit will be calculated for months worked.

Payment will be given to such employees two (2) weeks after severing their employment with the school district.

### Retirement Incentive

1. Must have 15 years of continued employment with the school district.
2. Must be eligible to retire under the State of Michigan Retirement System Guidelines.
3. The District will reimburse the employee \$36 per day for each accumulated sick day. The maximum reimbursement will be for 132 days or \$4,896. Upon retirement, for an employee with less than 132 days, district attendance records will be checked to recapture lost sick days. (Lost sick days are sick days that were forfeited because the employee had accrued sick days beyond the cap in previous contracts.) Current records will track the number of days eligible for this retirement incentive.

### Change of Duties/Responsibilities

If there is a change of duties/responsibilities, administration will give notice and meet with association at monthly joint meetings.

Training of these changes/responsibilities will be performed by administration.

### Miscellaneous

- A. The district will pay for ten (10) union days per year. The union shall pay the employee's retirement and for substitute.
- B. Mechanics and Maintenance will continue on the uniform program they currently have.
- C. Maintenance and custodians will get 5 Airport Schools shirts and maintenance workers will also get \$200.00 for clothing allowance.
- D. Employees will be paid the current IRS rate for travel related to their employment. Such rate for travel will be paid when the employee reports such travel to his/her supervisor.
- E. Employees who have taken job-related training will be reimbursed costs for such training. Costs will be fees, charges and tuition. Training will be defined as workshops, in-service, licensing, continuing education units and college credits. Employees should apply for approval prior to registration for such training to assure reimbursement. Notification of approval or disapproval with rationale will be forwarded to the employee no longer than two (2) weeks after submission to the Business Manager.

Upon completion of such training, the employee will submit proof to the Business Manager. Proof is defined as a certificate, a letter of attendance and/or a report of grades from the institute and/or the company providing

such training. Reimbursement will be paid in the employee's paycheck two weeks after submission of proof.

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