

AGREEMENT
between the
AIRPORT COMMUNITY SCHOOLS
and the
AIRPORT EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

MAINTENANCE, MECHANICS AND
CUSTODIAL EMPLOYEES

July 1, 2018 – June 30, 2019

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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 II 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.

Section 2. Voluntary Union Membership and Contribution

- A. Each bargaining unit employee may become a member of the Union or may elect not to become a member of the Union.

- B. 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: 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 III 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 IV 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 V OFFICERS

- A. The employees shall be represented by a President, Vice President, Secretary/Treasurer 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 VI
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 VII
JURISDICTION**

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

**ARTICLE VIII
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 IX SENIORITY

- A. A newly hired regular employee shall be on probationary status for 90 work days. At any time prior to the completion of the 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 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 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 employee with less seniority within the bargaining unit, provided the senior employee is qualified to hold the position held by the employee with less seniority.

- 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 90 working days upon return to the bargaining unit.

**ARTICLE X
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 90 working days. During this 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 90 working days 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 90 working day probationary period, the District may fill any subsequent vacancies with a substitute employee. Upon satisfactory completion of the 90 work days probationary period, the vacated position shall then be posted for bidding and filled.

**ARTICLE XI
JOB ELIMINATION**

In the event of an eliminated unit position, the following bumping procedure shall be applied :

- A. Any employee whose position has been eliminated may, within three (3) working 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 (3) day period will result in loss of employment rights.
- B. Any employee effected by section A of this article 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 XII
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 XIII 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 30 working days following the date of written notification to the Union. During this 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 XIV 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. Family Medical Leave. Benefits under the Family Medical Leave Act (FMLA) will be available to all eligible Employees. FMLA will be administered according to Board Policy.

ARTICLE XV 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 Operations 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 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 or Federal Administrative Agency

ARTICLE XVI HOURS AND WORK WEEK

Section 1. Work Day and Week

- A. The regularly scheduled work week shall consist of 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 24 hour period; all time worked in excess of 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 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 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 15 minute rest period during the first four (4) hours of the day and one 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 XVII
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 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 30th at \$60 per day. Payout will be included in the second pay in August.

- E. In recognition of employees who utilize sick leave each year on a minimal basis, he/she will be awarded his/her pay rate in the second pay in August, as follows:
 - 1. Employees who utilize zero (0) sick days will be able to receive a bonus of 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 three (3) 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.

Section 4. Pro-Rata Leave

Employees who are covered by this agreement and is regularly scheduled to work less than 40 hours per week, or are a 10-month employee, shall be entitled to pro-rata portion of sick, funeral, and personal leave day benefits.

ARTICLE XVIII FRINGE BENEFITS

- A. If by statute 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 80% of the health care premium from the date the change goes into effect.

Health Insurance. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third-party employee, the District shall make premium payments (or premium equivalent payments, for self-funded benefits) on Employee's behalf (and on behalf of Employee's eligible dependents) for the following insurance programs:

Medical/Dental/Vision/Group Life/LTD Insurance - If the Employee is scheduled to work 40 hours or more per week and is a 12 month employee, he/she will receive health insurance coverage according to MESSA GROUP: 001 F: Custodians. 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.

Employee agrees that the District has the right to allocate to Employee's responsibility for a portion of the premium for the insurance coverage specified above as may be determined by the District. However, this contribution shall not be less than the amount determined by the District to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The District will notify Employee of the premium amount for which he/she is responsible in excess of the District paid premium contributions including any taxes and/or assessments. Employee agrees that the amount of premium contributions designated by the District as Employee's responsibility shall be payroll deducted from Employee's compensation.

The District reserves the right to change the identity of the insurance carrier, policyholder or third party Employee for any of the above coverages, provided that comparable coverage, as determined by the District, is maintained during the term

of this Contract. Additionally, the District reserves the right to self-fund any of the above benefits.

The District shall not be required to remit premiums for any insurance coverages for Employee if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party employee. The terms of any contract or policy issued by any insurance underwriter, policyholder, or third-party employee shall control as to all matters concerning benefits, eligibility, coverage, cessation of coverage, and other related matters. Employee is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The District, by payment of the premiums required to provide the above-described insurance coverage, shall be relieved from all liability as to insurance benefits. All insurance coverages will cease upon termination of employment or retirement from the District.

Cash-In-Lieu. If a member opts out of medical coverage as provided in paragraph A above, the employee will be eligible to receive \$120 per month of cash in lieu of medical coverage which will be paid over 20 pays beginning September if the employee works the entire fiscal year. Cash in lieu will be prorated if employee does not work the entire fiscal year and will cease immediately upon termination of employment. All other non-medical benefits listed above will remain the same.

ARTICLE XIX 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.
- F. Employees who are covered by this agreement and is regularly scheduled to work less than 40 hours per week, or are a 10-month employee may be eligible for all holidays, except for July 4th.

**ARTICLE XX
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 then 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 a minimum of 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. Payout will be included in the second pay in August.

ARTICLE XXI 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 (i.e. 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 XXII
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 XXIII
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 XXIV
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 XXV
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 XXVI 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 XXVII 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 XXVIII 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 XXIX TERMINATION, CHANGE OR AMENDMENT


- A. This Agreement shall continue in full force and effect until June 30, 2019.
- B. If either party desires to terminate this Agreement, it shall 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 90 calendar days written notice prior to the current year of termination.

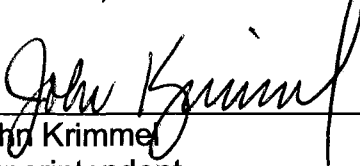
- C. If either party desires to modify this Agreement it shall 90 calendar days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement 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, 2018.

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

AIRPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION

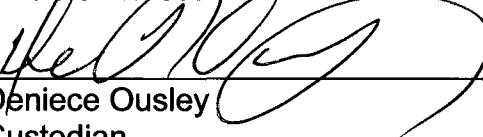


Gina Baker
President, Board of Education



John Krimmel
Superintendent

MONROE COUNTY EDUCATION
ASSOCIATION



Deniece Ousley
Custodian

SCHEDULE A

Salary Schedule

18-19			
7/1/2018-6/30/2019			
	AM SHIFT	PM SHIFT * (2% Differential)	MidNight SHIFT * (3% Differential)
Maintenance Leader & Mechanic	\$ 20.68	21.09	21.30
Campus Head Custodian & Maintenance	\$ 20.39	20.80	21.00
Head Custodian	\$ 18.94	19.32	19.51
Custodian	\$ 17.84	18.20	18.38

*Per Article XVI: Section 6

Longevity:

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

All employees working at the time longevity is paid will receive a lump sum payment on the first non-paid Friday in December.

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 1st 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 calendar year, their longevity benefit will be pro-rated 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 10 years of continued employment with the school district, and confirmation of retirement with MPSERS/ORS.
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 five (5) 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 \$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.