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A G R E E M E N T

between

THE AIRPORT COMMUNITY SCHOOL

and

THE MONROE COUNTY EDUCATION ASSOCIATION

MEA/NEA

MAINTENANCE, MECHANICS, AND CUSTODIAL EMPLOYEES

July 1, 1992

through

June 30, 1995

Airport Community School

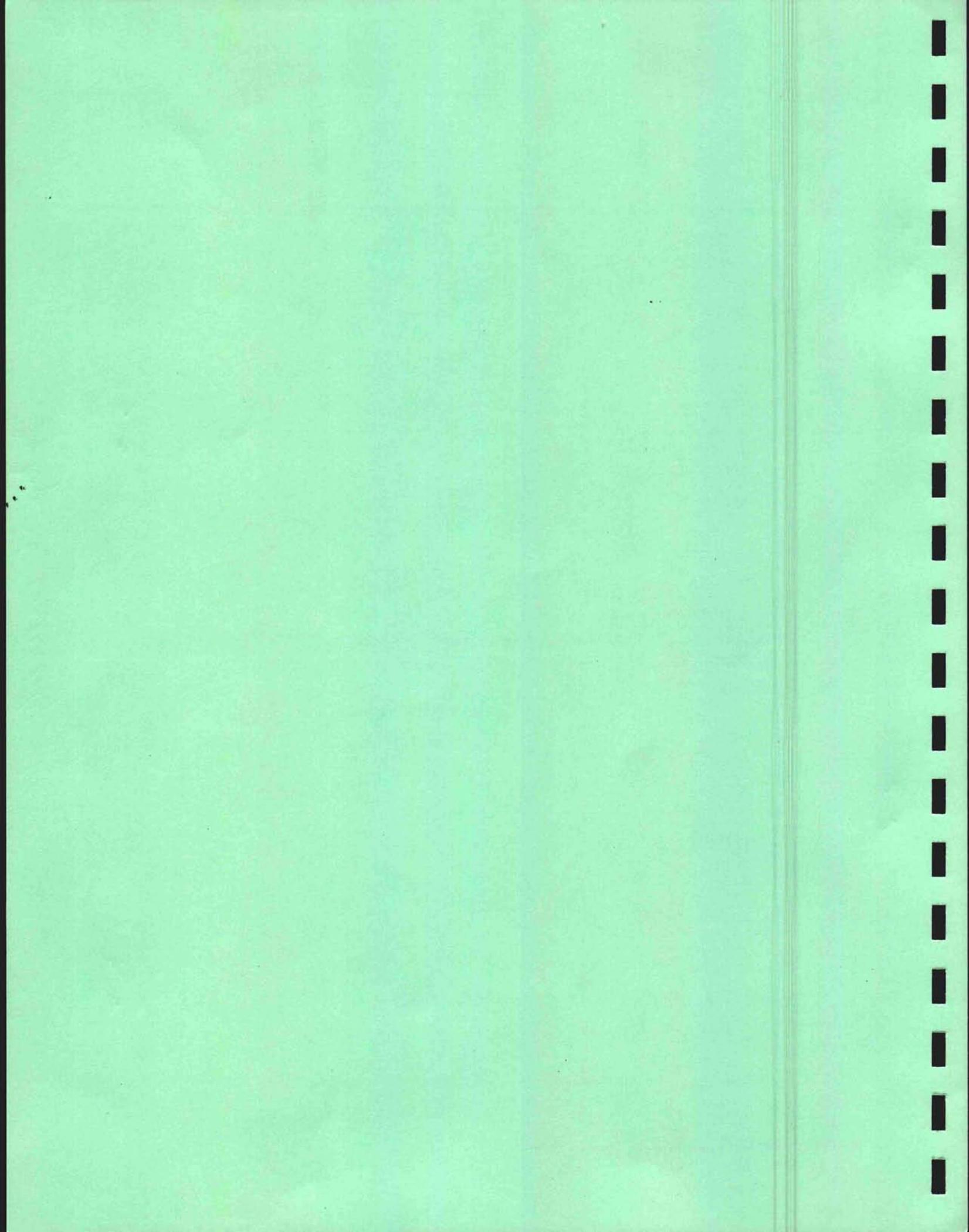
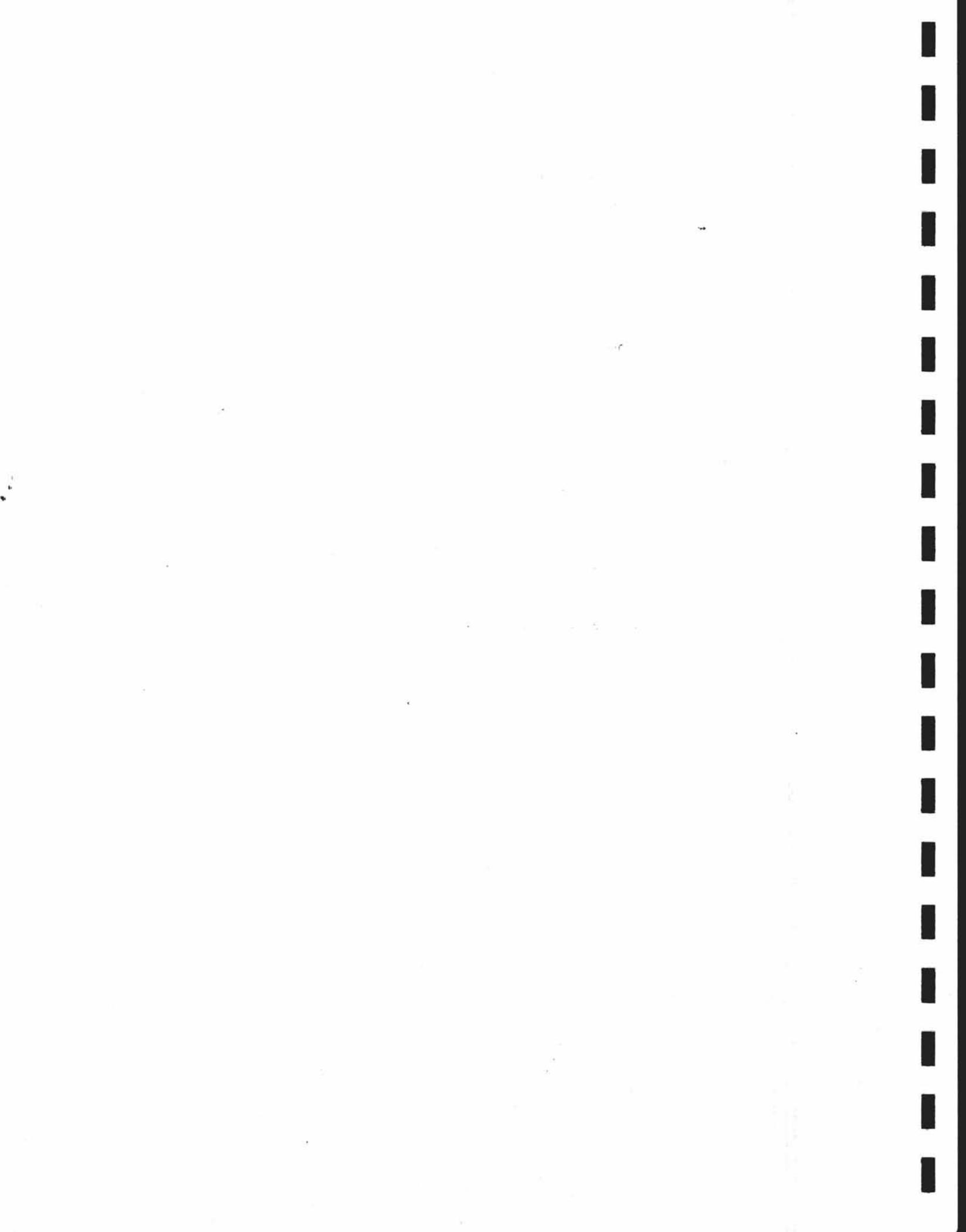


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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure 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 or 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.

Section 2. Agency Shop

A. Members 1) All current employees in the bargaining unit may decide to become members of the Association within thirty (30) calendar days of the effective date of this agreement if they are not already members. 2) All new employees employed in the bargaining unit may decide to become members within thirty (30) working days of their commencing employment. 3) Upon receipt of written authorization for Association dues/check off for members, the employer shall deduct Association dues from each employee's pay in accordance with Section 3 - Check Off.

B. Non-Members 1) All current employees employed in the bargaining unit may decide to instead of becoming a member pay a service fee within thirty (30) calendar days of the effective date of this Agreement. 2) All new employees employed in the bargaining unit shall within thirty (30) working days of their commencement of employment also pay a service fee. 3) The payment of service fee is mandatory and is to be paid in accordance with the following procedures. The provisions regarding check off/dues deduction shall be suspended for non-members until:

- a. The MEA has notified in writing the employee and the employer of the amounts for the current school year. The parties acknowledge that the amount of

the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) calendar days following the Association's notification to non-members of the fee for that given school year.

- b. The employee has provided the employer with written authorization for applicable service fee amount (i.e. full service fee or altered service fee.)
- c. The employee can agree to pay the amount owed directly to the MEA.
- d. If the employee challenges the amount of the service fee then such challenge shall take place in accordance with the Association's internal guidelines. The remedies set forth in the internal guidelines shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement or any other administrative or judicial procedure. The Association shall yearly notify the employer of any proposed changes in this policy that would impact the employer's obligations under this article.
- e. Once the service fee amounts are determined per section 2-B 3.a or 2-B 3.d, and the employee does not authorize deduction for the service fee amount or refuses to pay the MEA directly, then the employer agrees to deduct the amount set by the MEA in accordance with lawfully instituted procedures. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Section 3: Checkoff

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, the employee's Social Security Number, and the amount that 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, it's Officers and Agents, on behalf of itself, it's 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 it students.

ARTICLE V

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 VI

SAFETY PRACTICES

A. The Board 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 Occupational Safety and Health Act, state and local regulations.

B. The employee will notify the Board in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition, if in the Board's 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. Continual unsubstantiated notices shall be subject to Article XI.

D. If notices to employer hazards 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 perform work covered by this Agreement.

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 thirty (30) work days taken from and including the first day of employment. If at any time prior to the completion of the forty-five (45) calendar day probationary period, the employee's work performance 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 thirty (30) 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.

Employees who transfer to other positions will be required to serve a 30 work day probation.

B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

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.

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 within the bargaining unit for an employee who transfers to a supervisory 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 vacates their supervisory position.

ARTICLE X

TRANSFERS AND PROMOTIONAL PROCEDURE

Section 1. Vacancies and Newly Created Positions

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy and the employees shall be given three (3) working days in which to make application to fill the vacancy or new position.

The Board and the Bargaining Unit will appoint members to serve on a Transfer and Open Position Committee. The Union will have five (5) members and the Board three (3). The committee structure and purpose will be re-evaluated with the expiration of this agreement.

As custodial positions become open the committee will meet and discuss the position and the employees interested in filling the position. Decision will be made by consensus and will be non-grievable. If a least senioried employee is granted the position, all effected employees will be notified. If the more senioried employee is not given the position, he/she can request in writing the reasons. If requested the employee will be given suggestions for improvement.

This committee will also discuss the transfer of employees from building to building. It is not the intent of the Board to remove head custodians or move people from the day shift to the night shift.

This committee will also discuss at monthly meetings any other concerns that either party may have.

The committee will also discuss the exam and how it should be administered.

Section 2. Involuntary Transfers

A. The Board 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) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) calendar day time period. In the event that it is not mutually agreeable between the parties to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted.

ARTICLE XI

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. Failure to make proper provisions for liquidation of just debts.
6. Incapacity due to mental or physical disability.
7. Incompetency or inefficiency.
8. Insubordination.
9. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
10. Neglect of duty.
11. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment.
12. Violation of any lawful regulation or order made by a supervisor.

13. Willful violation of any provision of this contract.
14. Deliberate falsification of records and reports.
15. Possession or use of illegal drugs on school property.
16. Use of tobacco in violation of State Law.

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 Board. Such review of personnel files must be done in the Board of Education offices under the supervision of a designated school employee.

D. The parties agree that after two (2) years, any negative comments will be removed from the employee's personnel file.

ARTICLE XII

NEW JOBS

A. The Board 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 Board 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 Board 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) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board 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 XIII

UNPAID LEAVES OR ABSENCE

A. An employee who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work, shall be given a leave of absence for a period of up to one (1) year for such disability, which may be extended by mutual agreement between the parties provided the employee promptly notified the Board of the necessity therefore and provided further that the employee supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Board.

B. Leaves of absence shall be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family which shall include husband, wife, children or parents of the employee.

C. Leaves of absence may be granted for reasonable periods of time for training related to an employee's regular duties in an approved education institution.

D. If an employee becomes incapacitated due to an accident on the job or occupational disease, he/she may be employed at other work within the school district suitable to his/her physical condition.

E. 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.

F. Leaves of absence will be granted to employees who are active in the National Guards or a branch or 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.

G. Any employee in the bargaining unit elected or appointed to full time office or position in the Union whose duties require their absence from work shall be granted a leave of absence without pay for the term of such office or position.

H. 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.

I. An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and the employee shall accumulate seniority during their leave of absence and the employee shall be entitled to resume their regular seniority status and all job and recall rights. 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 Board.

J. Pregnancy Leave - Whenever an employee shall become pregnant, the employee shall by the end of the fourth (4th) month furnish the Board with a statement from a physician stating the approximate date of delivery and any restrictions on the nature of work that the employee may be able to do and the length of time the employee may continue to work. When the employee is required to interrupt employment upon the advice of the physician, the employee may use sick days during here disability or the employee shall immediately be granted a leave of absence. Upon return to work the employee will be required to furnish a signed medical statement to the Board from the physician indicating that the employee is physically able to return to work.

ARTICLE XIV

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 Building Principal for

those employees who are regularly assigned to either the High School, Junior High 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 five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) 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 of 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 to discuss the grievance. A written document signed by both parties will be used as evidence that a meeting was held.

B. The President then may submit the grievance 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 the grievant shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

B. The immediate supervisor shall give his decision in writing relative to the grievance within ten (10) working days of the meeting with the President 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 five (5) 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 Business Representative of the Union within five (5) 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 five (5) working days or his meeting with the Business Representative of the Union.

Step Four

A. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) working days from the date of receipt of the decision of the Superintendent of Schools and the Board of Education shall meet with the Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent of School was not satisfactory.

B. The Board of Education shall give a decision in writing relative to the grievance within fifteen (15) calendar days of its meeting with the Business Representative of the Union.

Step Five

A. The appealing party shall, within fifteen (15) calendar days or receipt of the written decision of the Board of Education, request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Board and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

B. The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

C. Each party shall be responsible for the expenses of the 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 in writing within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

G. The decision of the Arbitrator shall be final, conclusive and binding upon all employees of the Board and the Union.

ARTICLE XV

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 Union Business Representative 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 previous 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 previous 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.

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 fifteen cents (\$.15) 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 twenty-five (\$.25) 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 XVI

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 of one (1) day per month with a limit of one hundred and thirty-two (132) days. One (1) day sick leave per month is only earned for months that the employee draws a pay check from the Board.

B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, pregnancy, 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 accumulated and taken shall be maintained on an hourly basis, with employees being able to utilize sick time in one hour increments. In the event an employee is absent for five (5) or more

consecutive days, a medical excuse may be required. Records of sick leave accumulated and taken shall be available to the employees or the Union upon request.

Section 2. Funeral Leave

A. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean any person with whom the employee has been in close association and whose illness or death has a real meaning to said employee. Additional time shall be charged to sick leave.

B. Employees may be granted time off to attend the funeral of non-family members at the discretion of the Building Principal or Supervisor. 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 Chief Steward.

Section 3. Personal Business Days

Leaves of absence with pay not chargeable against the employee's sick leave to transact non-social, non-recreational personal business which is of an urgent nature and cannot be transacted at another time will be granted as follows: two (2) days per year will be allowed. Arrangements for such personal leave must be made two (2) days in advance with the immediate supervisor. The specific reason for the personal business leave must be stated in writing. Any unused personal business days will be accumulated into the employee's individual single sick leave bank in addition to their normal earned accumulative sick leave. Personal Business Days cannot be used to extend vacation periods.

ARTICLE XVII

INSURANCE PROTECTION

Section 1. Hospitalization Insurance

A. The Board shall provide to the employee and the employee's family MESSA Super Care I.

Section 2. Dental Insurance

The Board shall provide Dental Insurance for employees and their dependents. The Dental insurance provided by the Board shall be comparable to Delta Dental Plan D (60-60-60).

Section 3. Life Insurance

The Board shall pay the full premium for a \$20,000.00 term life insurance plan for each employee covered by this Agreement.

Section 4. Long Term Disability Insurance

The Board shall pay the full premium for a Long Term Disability Insurance which shall include the following:

1. The plan shall have ninety (90) calendar day waiting period with the employee to receive the payments for such insurance as of the ninety-first (91st) calendar day.
2. The plan would pay the premiums to an eligible employee up to the age of sixty-five (65) in the case of disability.
3. The plan would pay sixty percent (60%) of the employee's normal monthly earning to a maximum benefit of \$2500.00.

Section 5. Vision Care

The Board shall provide Vision Insurance for the employees and their dependents which shall be comparable to VSP-Vision I.

Section 6. Payment of Premiums

A. The Board shall pay the herein described 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 7. Carriers

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

Section 8. 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 coverages 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 nor shall failure be considered a breach of any obligation by either of the two organizations.

C. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

ARTICLE XVIII

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
New Year's Day
Good Friday
Memorial Day
July 4th

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

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 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 XIX

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.

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. 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.

E. Employees may take their earned vacation throughout the calendar year, providing that they furnish the Board a minimum of two (2) weeks written notice prior to the date that the employee desires to take such allowable vacation. No vacation shall be taken two (2) weeks prior to the start of school each year.

F. An employee shall be allowed to carry a maximum of two (2) weeks of their earned vacation over to the next

year without any loss of that earned vacation time.

ARTICLE XX

INCLEMENT WEATHER DAYS

Whenever school is dismissed due to inclement weather, the employees covered by this Agreement are required to come to work. 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 shall receive their normal day's pay for those days they are unable to work due to such weather conditions.

ARTICLE XXI

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.

ARTICLE XXII

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 XXIII

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, the employee shall be entitled to a pro-rata portion of sick, funeral, and personal leave day benefits.

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 Board 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.

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 Board 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 constitution of Michigan and the United States and any other source. 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 financial policies, including all accounting procedures and all matters pertaining to public relations.
10. 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.
11. 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 Board subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system for the duration of this Agreement. Failure or refusal on the part of the employee to comply with the provision of the Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XXIX

TERMINATION, CHANGE OR AMENDMENT

A. This Agreement shall continue in full force and effect until June 30, 1995.

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 has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing nay 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, 1992.

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

AIRPORT COMMUNITY SCHOOL

MONROE COUNTY EDUCATION ASSN.

Bruce M. McEwan
President, Board of Education

William B. Poole

Jerry A. Schwan
Secretary, Board of Education

Fredrick A. Koruneel

Cosine Thumann

Rudy P. Tardiff

David J. Laming

SCHEDULE A
SALARY SCHEDULE I

92-93 Wages

3% Retro Bonus Check on All Hours Worked. Full retroactivity for employees who are on payroll as of June 30, 1992.

Salary for employees hired prior to June 30, 1992.

	<u>Wages</u> <u>7-1-92</u>		<u>Wages</u> <u>7-1-93</u>	<u>Wages</u> <u>7-1-94</u>
Maintenance Leader	\$13.16	3%	\$13.55	\$13.96
Maintenance	12.92	3%	13.31	13.71
Mechanic	13.16	3%	13.55	13.96
Driver/Grounds/Warehouse	11.50	3%	11.85	12.21
Head Custodian	11.91	3%	12.27	12.64
Custodian	11.18	3%	11.52	11.87

Longevity:

Five (5) Years Service	-	\$200
Ten (10) Years Service	-	\$400
Fifteen (15) Years Service	-	\$600

Longevity to be paid in a single check the first pay in December.

SCHEDULE B

SALARY SCHEDULE II

(For those members who are employed 9-1-92 or later, the following schedule will apply:)

	<u>Start</u>	<u>6 mos.</u>	<u>1 Year</u>	<u>24 mo</u>
Maintenance Leader	\$10.23	\$10.73	\$11.23	Sched
Maintenance	10.01	10.51	11.01	
Mechanic	10.23	10.73	11.23	
Driver/Grounds/Warehouse	8.69	9.19	9.69	
Head Custodian	9.06	9.56	10.06	
Custodian	8.38	8.88	9.38	

After 2 years service, the employee will revert to Schedule I

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 \$20 per day for each accumulated sick day. The maximum reimbursement will be for 132 days or \$2640.

Letter of Understanding

Grass Cutting

Both parties agree to allow the district to sub-contract the cutting of grass and some maintenance of athletic fields. The District agrees that if cuts are necessary because of financial problems that the contracted service will be eliminated before any layoffs occur.

Miscellaneous

- A. The district will budget \$600 annually for the purchase of mechanics tools necessary to properly maintain the systems fleet. The purchase of the tools will be approved by the Business Manager.
- B. The district will provide one (1) winter coat over the life of this agreement to the following persons:
 - (2) garage mechanics
 - (2) maintenance workers
- C. The district will purchase five (5) uniforms to start and then two (2) per year as needed. Employee is responsible for cleaning.
- D. The district will fully pay for five (5) union days per year.
- E. Mechanics and Maintenance will continue on the uniform program they currently have.

