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**AGREEMENT**

between

**AIRPORT COMMUNITY SCHOOLS**

and

**THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS**

**LOCAL 547 - A, B, C, E, H - AFL-CIO**

**Secretarial, Clerical and Aide  
Employees**

**July 1, 1992 - June 30, 1995**

*Airport Community Schools*



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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 bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

B. The term "employee" as used herein shall include all payroll clerks, switchboard operators, Secretarial, Clerical, Bookkeepers, Assistant Librarians, Office Aides and all Teacher Aides of the Employer excluding Confidential Employees, Supervisors, as defined in the Act, and all other employees of the Board.

#### Section 2. Agency Shop

A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within thirty (30) calendar days of the effective date of this Agreement or within (90) calendar days of their date of hire by the Board, whichever is later, become members, or as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members.

B. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article, so long as the employee is not more than sixty (60) calendar days in arrears of such dues or fees.

C. Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.

D. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State law.

E. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

F. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

G. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon claims made by the Union that an employee must be discharged because the employee has not complied with this section.

### Section 3. Checkoff

A. The Board shall deduct the initiation fee and Union dues from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following that month which said deductions were made, together with a listing of each employee, the employee's social security number and the amount that is deducted each month, provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made. The Union will supply to the Board of Education by July 1 of each year in writing the name of the financial officer.

B. Such monies, as and when deducted shall be kept separate from the Board's general funds, shall be deemed trust funds and shall be forwarded to the Union forthwith.

## ARTICLE III

### NONDISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, or disability as defined by The Americans with Disabilities Act.

## ARTICLE IV

### VISITATION

Upon request by the Union and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

## ARTICLE V

### STEWARDS

A. The employees shall be represented by a Chief and an Alternate Steward 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 arrangement may be made to allow the Chief and the Alternate Steward 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 Chief and Alternate Steward 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.

D. The Board shall supply the Chief Steward the following information within a newly hired employee's first week of employment: name, date of hire, social security number, classification and job location.

## 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 Michigan Occupational Safety and Health Act, State and local regulations.

B. Employees recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing, and further, recognize that failure to comply with said rules and regulations will subject the employee to disciplinary action including discharge.

C. The Board shall develop and implement a standardized policy and procedure for addressing student health problems such as, infectious diseases, head lice, and etc., and shall provide the necessary training for those members involved with these problems.

## ARTICLE VII

### JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purposes of instructional training, experimentation or in case of emergency or except for:

1. Teachers preparing their classroom materials.
2. Students assigned to assist in an office.
3. Work performed by Administrators.
4. Work performed historically by non-bargaining unit personnel provided such persons shall in no way effect the employment status of the employees covered by this Agreement.

## ARTICLE VIII

### CONTRACTUAL WORK

The right of contracting and subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its member, nor shall the use of contracting or subcontracting result in the reduction of the present work force as its now is effect, nor in the event of the extension of service shall contracting or subcontracting 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 thirty (30) work days 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 on scheduled work days, or who serve their probationary period during the non-school session period in which their job is not operative shall work additional days equal to the number of days absent, or equal to the number of days that their job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.



B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall be determined by the employee's continuous service with the Board, subject to the provisions stated in paragraphs (c) and (f) of the Article.

C. In the event that the Board determines that it is necessary to reduce the number of employees through the lay off procedure, the Board will make every effort to give the effected employee or employees a minimum of two (2) weeks written notice prior to the date that the scheduled lay off is to be effective. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay off shall have the right to exercise their seniority and displace a lesser seniority employee in a lower series classification, due to lay-off that employee shall use school district seniority. In the event that the Board determines that it is necessary to reduce the number of hours of an employee a ratio of 4 to 1 will be used. An employee must have their hours reduced by more than 1 hour before bumping rights can occur.

D. An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause and such discharge is not reversed through the grievance procedure.
3. The employee retires.
4. The employee is laid off for a period of time equal to the amount of time that the employee has been employed by the Board, with such employee to have recall rights for no less than one (1) year, but no more than five (5) years.

E. Seniority shall be retained for an employee who transfers to either a confidential position, or any other position outside of the bargaining unit within the school district, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit, in the event that such employee vacates either their confidential position or their position outside of the bargaining unit and returns to the bargaining unit.

F. An updated seniority list shall be furnished to each employee covered by this Agreement and a copy sent to the Union on or about October 1st of each year. Such list shall contain each employee's name, date of hire, classification seniority, job location and classification. Seniority in classification shall be as of the date of entry into the classification.

## ARTICLE X

### PROMOTIONS AND TRANSFERS

#### SECTION ONE - VACANCIES AND NEWLY CREATED POSITIONS

A. Notice of all vacancies and newly created positions which occur shall be posted on employee bulletin boards within fourteen (14) calendar days from the date of the vacancy, or the establishment of the new position, and the employees shall be given three (3) working days time in which to make application to fill the vacancy or new position.

B. In the event that a vacancy occurs, or a new position is established when school is not in session, the Board shall post all such vacancies or newly created positions as specified under paragraph (a) of this Article and the Board shall send written notification of such vacancy or newly created position to each employee who is not scheduled to work during this period, provided that the Board has on file at that date a written application from the employee which indicates that the employee does wish to have a position within that classification. Such written notification to each such employee shall be sent within fourteen (14) calendar days from the date of the vacancy or the establishment of the new position and shall be sent to the given mailing address of such employee. The employees who are employed during the period of time must make written application for the vacancy or new position as specified under paragraph (a) of this Article, and the employees who are not employed during this period of time and who have received written notification of the vacancy or new position must reply in writing to the Business manager within five (5) working days from the date of receipt of the written notification from the Board, in the event that the employee wishes to be placed in either the vacant or newly created position.

C. The new or vacant position notice shall contain the following information:

1. The type of work
2. The classification
3. The job location
4. The starting date
5. The hours to be worked
6. The rate of pay

D. The most senior qualified employee in the highest classification making application shall be transferred to fill the vacant or newly created position provided that the employee has the necessary qualifications to perform the duties of the job involved. An applicant with less seniority in the district shall not be awarded such position unless their competency and qualifications shall be superior to the senior employee who has

applied for such position. The Board shall notify all of the applicants in writing within 5 working days from the date that the bids are due as to the name of the employee who has been awarded the open or newly created position.

#### SECTION TWO - PROBATIONARY PERIOD - VACANCIES

A. A transferred or promoted employee shall serve a probationary period of sixty (60) working days. During this sixty (60) working days probationary period, the employee may request to be returned to their former position and the Board shall honor such request, or in the event that the employee's work performance is unsatisfactory to the Board, the Board shall have the right to return the employee to their former position. In the event that the Board returns the employee to their former position, the Board shall furnish the affected employee the written reason or reasons as to why their work performance was unsatisfactory. The employee upon receiving reason or reasons as to why their performance was unsatisfactory, and as to why they are being returned to their former position, shall have the right to grieve the written reason or reasons that have been furnished to the employee. During the time period that the employee is serving the sixty (60) working days probationary period, the Board may fill any subsequent vacancies with a substitute employee, upon the Board making the vacated position available as specified under Section 3, Temporary Vacancies, or this Article.

#### SECTION THREE - TEMPORARY VACANCIES

In the event of a temporary vacancy for a specified period of time, the Board shall have the right to hire a temporary employee during the duration of the vacancy, provided that the Board offers the position to the existing employees who are working fewer hours within that same classification. In the event that an existing employee, working fewer hours in the same classification, accepts the temporarily vacated position, the newly hired temporary employee may fill the temporary vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to their regular work assignment. In the event that the employee returns to their former position, then the affected employees will revert to their former position, and the temporary employee will be laid off. In the event that the regular employee does not return to their position, then as of the date that such determination is made, that position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

#### SECTION FOUR - TEMPORARY TRANSFERS

A. Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the

employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.

B. Temporary transfers shall be for a period of no longer than thirty (30) calendar days except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered to be vacant, and posted for bidding from interested employees.

## ARTICLE XI

### NEW JOBS

A. The Board shall notify the Union in writing when new or revised job duties are required during the term of this Agreement. In the event that they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and the Board 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 that 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 to arbitration. When a new classification has been assigned for the temporary classification during the specified period of time or as a result of final negotiation, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of Schedule A of this Agreement.

## ARTICLE XII

### DISCIPLINE AND DISCHARGE

A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes. All action taken by the Board under this Article shall be furnished to the effected employee or employees in writing, with a copy to the Chief Steward and a copy sent to the Union. The employee shall have the right to defend themselves against any and all charges.

Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action, shall include but shall not be limited to the following: drunkenness, dishonesty, insubordination, willful violation of agreed upon Board rules.

B. An employee may be dismissed, suspended, or disciplined 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 fringe benefits that the employee would have earned during the dismissal or suspension 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 contents of the personnel file of any employee within the bargaining unit, upon making the request to the Administration of the School District. An employee, upon making the request shall have the right to review the contents of their own personnel files 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.

#### ARTICLE XIII

#### UNPAID LEAVES OF ABSENCES

A. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and has exhausted all means of compensation from the Board shall be granted a leave of absence for the duration of such disability provided the employee notified the Board of the necessity therefore, and provided further, that the employee supplies the Board with a written statement from their medical or osteopathic doctor of the necessity, length of time and for the continuation of such leave when the same is requested by the Board.

B. Leaves of absence may be granted to employees covered by this Agreement for the purpose of personal need, provided that the employee furnished the Board with written request for such leave by no later than two (2) weeks prior to the date that the employee desired to take such leave.

C. Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, children, or parents of the employee.

D. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution

E. 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 her physician, the employee may use sick days during her 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.

F. 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, be determined in accordance with the provision of the law granting such rights.

G. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders or other emergencies, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

H. Any employee in the bargaining unit who is either elected or appointed to full time office or position in the Union whose duties require their absence from work may be granted a leave of absence for the term of such full time position or office in the Union.

I. 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.

J. An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence and the employee shall be entitled to resume their regular 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/or the Board. It is understood

that the Board reserves the right to deduct a pro-ration of fringe benefits contributions.

K. 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 provided that such alternative employment shall not adversely affect the employment status of other members of the bargaining unit.

#### 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. For the purpose of processing grievances, working days shall be defined as Monday through Friday, on any day in which the employee is scheduled to work, excluding all paid holidays.

C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.

D. 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 their immediate supervisor.

E. Any employee or Union grievance which is not presented for disposition through the grievance procedure within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first became fully aware of the conditions 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.

F. Any grievance which is not appealed within the specified time limits set forth in the Step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous Step level of the grievance procedure. In the event that an answer to a grievance is not given within the specified time limits of the Step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next Step level of the grievance procedure.

## PROCEDURE

### 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 with their immediate supervisor, the employee may request a meeting with the Chief Steward to discuss the grievance.

B. The Chief Steward 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 and the relief requested. The employee and the Chief Steward shall sign the grievance.

### STEP TWO

A. The Chief Steward 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 decisions in writing relative to the grievance within five (5) working days of his meeting with the Chief Steward.

### STEP THREE

A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent of Schools or designee within five (5) working days from the date of written receipt of the answer given by the immediate supervisor, and the Superintendent of Schools or designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.

B. The Superintendent of Schools, or his designee shall give his decision in writing relative to the grievance within five (5) days of the date of the meeting with the Business Representative of the Union.

### STEP FOUR

A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Superintendent of Schools, then within five (5) working days from the date of receipt of the answer given by the Superintendent of Schools, the grievance may be appealed to the Board of Education, and the Board of Education or a committee of the Board of Education shall meet with a Business Representative of the Union at a mutually agreed upon time.



B. The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of the date of their meeting with the Business Representative of the Union.

#### STEP FIVE - ARBITRATION

A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Superintendent of Schools within the specified time limits as required within the procedure to process the grievance to arbitration.

B. The appealing party shall request the Federal Mediation and Conciliation Services to submit a listing of seven (7) persons to both parties. The representatives of the Board and the Union shall return the listing of the seven (7) potential arbitrators to the designated mailing address of the Federal Mediation and Conciliation Services within the specified time period as is furnished to the parties by the Federal Mediation and Conciliation Services. Each party upon returning their listing of the potential arbitrators to the Federal Mediation and Conciliation Services shall indicate as to their preference of the arbitrator by the numbering of said arbitrator one (1) through seven (7). The Federal Mediation and Conciliation Services upon receipt of the returned lists by the parties shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the arbitrator.

C. In the event that neither party returns the listing of said arbitrators to the Federal Mediation and Conciliation Services within the specified time period, the Federal Mediation and Conciliation Services shall assign one (1) of the persons on the submitted list as the arbitrator or in the event that only one (1) of the parties returns their listing within the specified time period, the Federal Mediation and Conciliation Services shall assign the arbitrator from the listing based on the highest preference of that party that did return their listing within the specified time period. In either of these instances both of the parties shall accept that person as the arbitrator.

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

E. The fees, expenses and filing of the Arbitrator shall be borne solely by the non-prevailing party. In the event that the Arbitrator grants an award which is either not clearly

in favor of either party, or does not grant the total relief that the Union is requesting but yet does not rule totally in favor of the Board, expenses and filing fees of the arbitrator shall be shared equally between the parties.

F. The Arbitrator shall not have the jurisdiction to subtract from or modify the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement or to substitute his discretion for that of the parties hereto.

G. Each party shall be responsible for the expenses of the witnesses that they may call.

H. Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance procedure.

I. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

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

## ARTICLE XV

### HOURS AND WORK WEEK

#### SECTION ONE - WORK WEEK AND DAY

A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending 120 hours thereafter.

B. Lunch Hours and Rest Periods

1. Eight (8) hour employees-two fifteen (15) minute breaks and a thirty (30) minute uninterrupted lunch.
2. Six (6) or more, but less than eight (8) hour employees-two (2) fifteen minute breaks and a thirty (30) minute unpaid lunch.
3. Four (4) or more, but less than six (6) hour employees-one fifteen minute break and a thirty (30) minute unpaid lunch.
4. Zero (0) to four (4) hour employees - one fifteen (15) minute break.

#### SECTION TWO- 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 work 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.

C. Double time will be paid for all hours worked on Sunday.

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 hours worked in excess of eight (8) hours in a twenty-four (24) hour period or for any hours worked in excess of forty (40) hours in one work week.

E. All time paid for under this Agreement shall be counted as time worked for the purpose of computing overtime pay.

### SECTION THREE - DISTRIBUTION OF OVERTIME

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

### SECTION FOUR - CALL IN PAY

Whenever an employee is called back to work after the completion of, or prior to the start of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at the appropriate rate of pay, or a minimum of four (4) hours pay at the employee's straight time hourly rate, whichever is higher.

### SECTION FIVE - REPORTING PAY

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, shall receive four (4) hours pay at the appropriate rate of pay or in the event that the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

## ARTICLE XVI

### SICK LEAVE AND FUNERAL LEAVE

#### SECTION ONE- 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 twenty (120) days. One (1) day sick leave per month is only earned for the months that the employee draws a pay check from the Board.

Payout at retirement of \$15.00 per day for each unused sick day. Maximum payment \$1,800. To be eligible, employee must retire from the district and qualify for state retirement. Clarification of a day: 1 day equals 8 hours. When an employee that works less than an 8 hour day retires the payout would be prorated accordingly.

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 treatment. Sick leave shall also be granted to each employee covered by this Agreement when a member of the employee's immediate family requires the care and attendance of the employee due to illness or injury.

C. Employees who are unable to perform their duties because of illness or disability should notify their immediate supervisor of that fact before the start of the work day. In the event that an illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability.

D. Records of sick leave accumulated and taken, shall be furnished to each employee covered by this Agreement on or about October 1st of each year.

## SECTION TWO - FUNERAL LEAVE

A. All employees covered by this Agreement 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 with and whose death has a real meaning to said employee. Additional time off, when required for such funeral, shall be granted and such additional time shall be charged to the employee's allowable individual single sick leave bank.

B. Employees may be granted time off with pay to attend the funeral of non-family members upon approval by the immediate supervisor.

C. In the event of the 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 Business Manager and the Chief Steward

### SECTION THREE-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. Arrangement 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 state 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 accumulated sick leave.

## ARTICLE XVII

### HOLIDAYS

A. The Board will pay the normal day's pay for the following holidays, according to the below specified schedule, for those eligible employees covered by this Agreement, even though no work is performed by the employee:

#### Twelve Month Employee

New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day  
July Fourth

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

#### Ten Month Employees

New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day  
Christmas Eve Day

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

B. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to their regular holiday pay.

C. In the event that 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 the employee shall be paid an additional day's 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.

D. The employee must have worked their last scheduled work day prior to the holiday and their first scheduled work day after the holiday to be eligible for holiday pay, except in the case where the absence of the employee is an excused absence.

## ARTICLE XVIII

### VACATIONS

A. Each employee covered by this Agreement who works twelve (12) months per year shall receive an annual paid vacation with such vacation to be granted based on the following schedule. Employees at their request may carry up to one (1) week of vacation into the next year.

1. One year of service. -two (2) weeks vacation with pay
2. Five years of service. -three (3) weeks vacation with pay
3. Ten years of service. -four (4) weeks vacation with pay

B. Vacation request shall be scheduled through the employee's immediate supervisor. Keeping in mind the needs of the district, employees are encouraged to take their vacation during a time when school is not in session. However, no vacation will be taken during the week prior to the start of school. Vacations which are taken at any other time of the year other than during the non-session school days must have the approval of the immediate supervisor. Employees must be employed a minimum of one (1) year to be eligible for a paid vacation.

C. Employees terminating employment or who are placed on a leave of absence shall receive pro-rata vacation allowance based on 1/12 of their vacation pay for each month or major fraction thereof between the employee's anniversary date and the employee's termination date, or the date that the employee is placed on the leave of absence, whichever is applicable.

D. When an employee moves from a 10 month to 12 month assignment, a new seniority date will be established. This new date will pertain to the vacation schedule only.

## ARTICLE XIX

### INSURANCE PROTECTION

#### SECTION ONE -HOSPITALIZATION INSURANCE

A. The Board proposes to maintain the current insurance program through the 1994/95 school year. The Board shall pay for each full time employee not covered by other health insurance, the full premium for the employee, according to family status, for insurance comparable to Blue Cross Blue Shield Plan A (to include MVF-2) with Master Medical, and

riders Comprehensive Hospitalization, D45NM, IME, OPC, CC, DCCR, M, MM4, W/Sup Ben, DB-2FAE, VST, OB, PDP, \$.50 co pay, SA COB-2 XF, SD, EF, PD-EL Reciprocity.

#### SECTION TWO- DENTAL INSURANCE

Employees not covered by other dental insurance will receive in addition to health insurance, payment by the Board of insurance premiums for dental care coverage comparable to Delta Dental Insurance Group 709, according to family status.

#### SECTION THREE- LONG TERM DISABILITY INSURANCE

The Board shall pay the full premium for full time twelve month employees for a Long Term Disability Insurance which shall include the following.

1. The plan shall have a ninety (90) calendar days 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 monthly benefit of \$2500.00.

#### SECTION FOUR- LIFE INSURANCE

The Board shall pay the full premium for a \$10,000.00 term life insurance policy for all bargaining unit members working more than four (4) hours per day except as provided in Section Seven (7).

#### SECTION FIVE -VISION CARE

The Board shall provide Vision Care Insurance for the employee and the employee's dependents which shall be comparable to VSP II Vision.

#### SECTION SIX-OTHER OPTIONS

For employees enrolling in neither the health or the dental plans provided for in Section One and Two above, the Board will contribute the below specified amounts per month to other insurance options approved by the Board:

Effective July 1, 1992-----\$70.00 per month  
Effective July 1, 1993-----\$75.00 per month  
Effective July 1, 1994-----\$80.00 per month

## SECTION SEVEN- PRO-RATED INSURANCE

For employees working less than eight (8) hours but more than four (4) hours, the Board will pay a pro-rated portion of the premiums for health and/or dental insurance coverage according to the hours the employee is regularly scheduled to work, with the employee paying the balance through authorized payroll deduction.

## SECTION EIGHT-FOUR (4) HOURS OR LESS EMPLOYEES

A. Employees working four (4) or fewer hours per day, whether twelve (12) month or school term will receive no insurance benefits unless such employee was on the seniority list on July 1, 1981, unless such employee was laid off as of that date and is not recalled for the duration of this Agreement.

B. Employees working four (4) or fewer hours subject to this grandfather provision will receive provided they are not covered by another carrier, pro-rated health and/or dental. Such employees shall also receive life insurance in accordance with Section Four above, regardless of hours worked.

## SECTION NINE- PAYMENT OF PREMIUM

The Board shall pay the herein described insurance premiums for the full twelve (12) months of each year.

## SECTION TEN -CARRIERS

The Board reserves the right to obtain coverage comparable to those provided in Sections One through Four above through insurance carrier(s) appointed by the Board.

## SECTION ELEVEN-LIMITS OF LIABILITY

A. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlled as to all matters concerning benefits, eligibility and termination of coverage and other required matters.

B. The Board by the payment of the premium payments required to provided the coverage 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 provided any of the benefits for which it has contracted for any reason, nor shall such 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.

#### SECTION TWELVE-INSURANCE COVERAGE

Employees working a total of 8.0 hours per day in more than one (1) bargaining unit will be eligible for insurance benefits as per the Agreement.

### ARTICLE XX

#### GENERAL

#### SECTION ONE-TAX SHELTERED ANNUITIES

The Board agrees to deduct the premium for variable tax deferred annuities solely paid for by the employee and to remit premium to the Board designated insurance company.

#### SECTION TWO-TELEPHONE FACILITIES

Employees in the bargaining unit may avail themselves to the Board's telephone facilities. All personal toll calls shall be at the employee's expense.

#### SECTION THREE- PARKING

Parking facilities shall be provided by the Board for the employee covered by this Agreement within reasonable proximity of their building.

#### SECTION FOUR-RESIGNATION

A. Any employee desiring to resign from their employment with the Board shall file a letter of resignation with the Business Manager at least ten (10) working days prior to the effective date of such resignation.

B. Any employee who resigns from their position in the manner here in described maintains their right to any earned allowable benefits which are provided for this Agreement.

#### SECTION FIVE-DEDUCTIONS

The Board agrees to make available to all of the employees covered by this Agreement any payroll deduction services which are available through the Board such as Savings Bonds, Credit Union, etc.

#### SECTION SIX-CONTINUING EDUCATION

The Board agrees to pay the full tuition fee for any employee the Board designates to attend a workshop, in-service training seminar, self-improvement course, or other job related professional growth activities of a nature specifically designed to provide on the job improvement. The term 'designate' as used herein shall be defined as instances where the Board requests the employee's attendance. All other non-required attendance requirements of the Board shall be at the employee's expense.

#### SECTION SEVEN-PHYSICAL EXAMINATIONS

The Board agrees to pay the full cost of any physical examination required of the employees of the Board.

#### SECTION EIGHT-MILEAGE

Employees who are required to use their own transportation for carrying out their job responsibilities for the Board shall be reimbursed for all such miles driven at the regular rate and procedure as established by Board policy for all such miles.

#### SECTION NINE-MEDICATION

The parties agree to abide by the State of Michigan, Senate Bill 261.

#### SECTION TEN-NOTIFICATION OF ASSIGNMENT

All employees covered by this Agreement shall be notified by no later than August 1st of each year as to their assignment for the following school year. This provision applies to all employees who work less than twelve (12) months per year.

#### SECTION ELEVEN- LEGAL PROTECTION

Any case of assault upon an employee covered by this Agreement shall be promptly reported to the Superintendent of Schools. The Board will provide access to its legal counsel to advise the employee of their rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

#### SECTION TWELVE - SNOW DAYS

State Law allows for two snow days (Act of God), the third day must be made up. Therefore, 10 month employees are required to make inclement weather days up, beyond the second day.

Twelve month employees who are unable to report to work shall receive their normal day's pay for those days school is closed

because of inclement weather (Act of God). Limited to two (2) days per school year.

#### SECTION THIRTEEN - TIME CLOCKS

Effective July 1, 1989, employees will no longer be required to punch a time card, but will utilize time sheets for signing in and out.

#### SECTION FOURTEEN - ADDITIONAL DUTIES

All time spent in service for and requested by the employer shall be considered as time worked, and shall be compensated at the appropriate rate of pay.

### ARTICLE XXI

#### BULLETIN BOARDS

A. Board designated bulletin board space or display area shall be made available by the Board at each of the buildings of the schools system in which there are employees covered under this Agreement, who are employed within those buildings with the bulletin board space or display area to be used by the Union and with such bulletin board space or display area to be used for the following notices:

1. Recreational and Social affairs of the Union.
2. Union meetings.
3. Union elections.
4. Reports of the Union.
5. Rulings or policies of the Local or International Union.

B. Notices and announcements shall not contain anything political or controversial or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate the provision of this Section shall be posted. The posting of all such notices shall be done by either the Union Officers, Representatives, or the Chief or Alternate Steward.

### ARTICLE XXII

#### BENEFITS

It is hereby agreed between the parties, that in the event that an employee who is covered by this Agreement, works less than the established hours in their classification, the employee shall be entitled to a pro-rata portion of sick, funeral, and personal leave day benefits, based on the hour that the employee works for the Board.

## ARTICLE XXIII

### JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed by the Board as a witness in any case connected with the employee's employment of the school district, the employee will be paid their full pay. All other subpoenaed employees will be paid for their lost time, less any compensation paid to the employee by the courts. Documentation will be provided.

## 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 classifications as set forth on Schedule A attached hereto and made a part hereof by reference.

## ARTICLE XXV

### SCOPE, WAIVER AND MODIFICATION OF AGREEMENT

#### SECTION ONE

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

#### SECTION THREE

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of Law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement 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 exclusively by the Board without prior negotiation shall include, except as expressly provided elsewhere in this Agreement or Act 379 or the Michigan Public Acts of 1965, the right to:

1. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the Board
2. Continue its rights 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 time and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work of business hours or days.
3. The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, and 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 operation and to determine the methods, and processes of carrying on the work including automation.
5. Adopt reasonable rules and regulations.

6. Determine the qualification of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division buildings, or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
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 functions, 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 selection, testing or training of employees providing such selecting shall be based upon lawful criteria.

#### ARTICLE XXVIII

##### STRIKES AND LOCK OUTS

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(s) 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(s) to comply with the provisions of this 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 amendment or amendments desires. 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 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 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 International Union of Operating Engineers, Local 547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, MI 48219, and if to the Board addressed to the Airport Community Schools, 11270 Grafton Road, Carleton, MI 48117, or to any other such address the Union or the Board 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 SCHOOLS  
BOARD OF EDUCATION

Bruce M. McEuan  
PRESIDENT

Jerry G. Schuur  
SECRETARY

INTERNATIONAL UNION OF  
ENGINEERS, LOCAL 547

Pip Selwyn  
BUSINESS MANAGER

Dan J. Jankowski  
PRESIDENT

James L. Hudson  
RECORDING - CORRESPONDING  
SECRETARY

1992/93 - 3% Signing bonus (Retroactive)  
 1993/94 - 3% on the scale  
 1994/95 - 3% on the scale

The Board guarantees a Maintenance of Standard for the 1993/94 school year. No layoffs or reduction of hours will occur during this time.

SCHEDULE A  
 SALARY SCHEDULE

**CLASSIFICATION**

	<u>7-1-92</u>	<u>7-1-93</u>	<u>7-1-94</u>
<b><u>S-1</u></b>			
•High School Secretary	11.47	11.81	12.17
•Middle School Secretary	11.47	11.81	12.17
•Purchase/Warehouse	11.47	11.81	12.17
•Bus. Office Secretary	11.47	11.81	12.17
<b><u>B-1</u></b>			
•Payroll/Fringe Benefits	11.47	12.40	12.77
<b><u>S-2</u></b>			
•Transportation Sec.	10.42	10.73	11.05
•High School Assistant	10.42	10.73	11.05
•Curriculum Secretary	10.42	10.73	11.05
<b><u>S-3</u></b>			
•Elementary Sec.	10.08	10.38	10.69
•Special Education Sec.	10.08	10.38	10.69
•Adult/Comm. Ed. Sec.	10.08	10.38	10.69
•Middle School Asst.	10.08	10.38	10.69
<b><u>S-4</u></b>			
•Adult Education Asst.	9.03	9.30	9.58
•Contracted Services	9.03	9.30	9.58
<b><u>A-1</u></b>			
•Lib. Aides/Sub Calling	9.03	9.30	9.58
<b><u>A-2</u></b>			
•Instructional Aides	8.05	8.29	8.54

Effective 7/1/93, the B-1 position will be adjusted by 5% per hour to compensate for the additional duties and requirements that have been added to the position. (The position will receive the 3% signing bonus for the 1992/93 school year, then the 5% increase and 3% on the scale for the 1993/94 and then 3% for 1994/95.)



LONGEVITY PAY

Eligible members of the bargaining unit will receive longevity pay according to the following schedule:

- (a) five (5) or more years of service - \$.10 per hour
- (b) ten (10) or more years of service - \$.20 per hour
- (c) fifteen (15) or more years of service - \$.30 per hour

SALARY SCHEDULE FOR NEW HIRES AFTER JULY 1, 1993

	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
S-1	8.65	9.15	9.65	Revert to Schedule A
B-1	9.08	9.58	10.08	Revert to Schedule A
S-2	7.67	8.17	8.67	Revert to Schedule A
S-3	7.35	7.85	8.35	Revert to Schedule A
S-4	6.38	6.88	7.38	Revert to Schedule A
A-1	6.38	6.88	7.38	Revert to Schedule A
A-2	5.46	5.96	6.46	Revert to Schedule A

The Board agreed to explore the area of 10 month employees being able to purchase disability insurance at the employee's cost. If this is possible through the carrier, the Board will make arrangements.

Personnel - Classified

Recruitment and Selection

JOB POSTING SPECIFICATIONS FOR OFFICE PERSONNEL

Classifications

Classification

12 Month

- S-1 High School Secretary
- Middle School Secretary
- Purchasing/Warehouse Agent
- Business Office Secretary
- B-1 Payroll/Fringe Benefits
- S-2 Transportation Secretary
- High School Assistant
- Curriculum Secretary

- S- Secretary
- B- Business Office
- A- Aides

10 Month

- S-3 Elementary Secretary
- Special Education Secretary
- Adult Education Secretary
- Middle School Assistant
- S-4 Adult Education Assistant
- Contracted Services
- A-1 Library Aides/Sub Calling
- A-2 Instructional Aides

Qualifications for Position

- A 90% - 100% Excellent
- B 80% - 89% Good
- C 70% - 79% Average
- NA Not Applicable

All must be high school graduates or equivalent as certified by hiring official, in writing.

	S-1	B-1	B-2 S-2)	S-3	S-4	A-1	A-2	Contracted Service
Typing: words per minute	60	50	40	50	40	NA	NA	NA
Word Processing/ Computer Knowledge	A	B	B	A	B	NA	NA	NA
Experience: in years	2	2	2	1	0	0	0	NA
Administrator's rating on telephone technique	A	A	A	A	B	NA	NA	NA
Writing/Spelling grade on test	A	A	A	A	B	B	B	NA
Accounting/Math skills by test	A	A	A	B	B	NA	B	NA
Administrator's rating on judgment	A	A	A	B	B	B	B	NA
Knowledge of area of responsibility	High	High	High	High	Mod- erate	Learn- ing	Learn- ing	NA
Accuracy in assigned work	A	A	A	A	B	B	B	NA
Office machines assigned	A	A	A	A	B	NA	NA	NA

Regulation Revised: August 1989

AIRPORT COMMUNITY SCHOOLS  
Qualifications of Office Personnel

The tests for office personnel may consist of up to six parts.  
They are:

1. Computer Knowledge
2. Writing
3. Spelling
4. Math
5. Accounting
6. Typing

Use the following chart to determine which tests to administer for each classification:

CLASSIFICATION	1	2	3	4	5	6
S-1	x	x	x	x	x	x
B-1	x	x	x	x	x	x
B-2 (S-2)	x	x	x	x	x	x
S-3	x	x	x	x	x	x
S-4	x	x	x	x	x	x
A-1		x	x			
A-2		x	x	x	x	
Contracted Service						





