

# AGREEMENT

between the  
AIRPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION

and the

AIRPORT EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
MAINTENANCE, MECHANICS AND CUSTODIAL  
EMPLOYEES

**July 1, 2022 – June 30, 2024**

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## **ARTICLE I - PURPOSE**

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

## **ARTICLE II - UNION RECOGNITION**

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### Section 1. Union Recognition

- A. The Board hereby recognizes the Union, Teamsters Local 214, as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
  
- B. The term "employee" as used herein shall include all employees in the classifications listed in Schedule A and Schedule B, excluding substitutes, confidential employees and supervisors as defined in the Public Employment Relations Act, and all other employees of the Board.

## **ARTICLE III - NON-DISCRIMINATION**

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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, union membership, or disability. The District agrees to comply with the provisions of the American with Disabilities Act.

## **ARTICLE IV - VISITATION**

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

## **ARTICLE V - CHIEF STEWARDS AND STEWARDS**

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- A. The employees shall be represented by a Chief Steward and and/or 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. When representation is necessary, the employee may avail themselves of one of the aforementioned Chief Steward or Steward.
- B. Reasonable arrangements may be made to allow the Chief Steward or 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. The District shall supply the Chief Steward the following information within a newly hired employee's first week of employment: name, date of hire, classification and job location.
- D. At the Union's request, the Chief Steward and Stewards shall be granted up to three (3) days per year without loss of pay to participate in Union sponsored activities. The union shall reimburse the district for the employee's retirement and any substitute costs.

## **ARTICLE VI - SAFETY PRACTICES**

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

## **ARTICLE VII - JURISDICTION**

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

## **ARTICLE VIII - SENIORITY and REDUCTION IN WORKFORCE**

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- A. A newly hired regular employee shall be on probationary status for 90 work days. At any time prior to the completion of the 90 work day probationary period, the employee's work performance, conduct or attendance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union.
- B. After satisfactory completion of the 90 work day probationary period, the employee's seniority shall be stated as the date of Board approval and all matters pertaining to benefits shall be retroactive to the first day of work.
  - 1. The probationary period for attendance will be two (2) years from the first date of employment.
- C. Employees shall be laid off and recalled according to their seniority in their classification. An employee on a scheduled lay off shall have the right to displace an employee with less seniority within the bargaining unit, provided the senior employee is qualified to hold the position held by the employee with less seniority.
- D. An employee will lose their seniority for the following reasons:
  - 1. The employee resigns.
  - 2. The employee is discharged for just cause.
  - 3. The employee retires.
  - 4. Layoff for a period equal to 24 consecutive months.

- E. An updated seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain each employee name, date of hire, location and classification. Seniority in classification shall be as of the date of entry into the classification.
- F. Seniority shall be retained but not accrue within the bargaining unit for an employee who transfers to a non-bargaining unit position, with that employee having the right to exercise seniority that they earned while they were a member of the bargaining unit, and return to the bargaining unit in the event that such employee leaves their non-bargaining unit position or that position is eliminated, seniority permitting. It is further understood the employee shall serve a probationary period of 90 working days upon return to the bargaining unit.

## **ARTICLE IX - TRANSFERS AND PROMOTIONAL PROCEDURE**

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### Section 1. Vacancies and Newly Created Positions

- A. Notice of all vacancies and newly created positions shall be emailed to the bargaining unit within five (5) working days from the date the District determines that a vacancy exists. Employees shall be given three (3) days from the date of posting, in which to submit their intent via email to fill the vacancy or new position. The District agrees that seniority for those that apply and having appropriate job experience, testing and qualifications, and overall evaluation scores where required, will be the deciding factors in awarding vacancies or newly created positions. All positions will require an interview. Seniority and test scores will be considered; however they may not be the deciding factor in determining an assignment. If a less seniority member is chosen, a letter (email) of why the lesser senior member received the assignment over a member with higher seniority may be requested.
- B. The members of the local leadership may request a meeting at least once semi-annually with an administrative representative to discuss any issues of concern.

### Section 2. Involuntary Transfers

- A. The District can temporarily and involuntarily transfer, with three (3) days notice in a non-emergency situation, the least senior employee in the same classification.
- B. Temporary transfer shall be for a period of no longer than thirty (30) working days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) working day time period. In the event that it is not mutually agreeable between the parties to extend the temporary transfer beyond the thirty (30) working days time period, the position shall then be considered an open position and posted.

### Section 3. Probationary Period – Vacancies

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

## **ARTICLE X - JOB ELIMINATION**

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

- A. Any employee whose position has been eliminated may, within three (3) working days of receipt of said notice; bump any employee within the unit who has less district-wide seniority; provided the employee is certified for the position, if certification is required. Failure to exercise bumping rights within the three (3) day period will result in loss of employment rights.
- B. Any employee affected by section A of this article may bump another employee until all jobs have been filled based on seniority and qualifications.
- C. If the employee has completed the probationary period but does not have enough seniority to exercise his/her bumping rights, the employee will be considered laid off from the District. Laid off employees will remain on the recall list for up to one calendar year from the effective day of the layoff. Laid off employees will be recalled to employment based on seniority and qualifications.
- D. No employee shall be entitled to bump into a position for which he/she has not the present ability to perform the work.
- E. Should an employee who bumps in a position to return to their former (eliminated) position, the position vacated shall be posted and bid.
- F. Employees will be compensated per agreement for the position he/she bumped into.

## **ARTICLE XI - DISCIPLINE - DISCHARGE**

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- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among, but not limited to, the causes which shall be deemed sufficient for dismissal, suspension, demotion or other disciplinary action are the following:
  - 1. Unauthorized or excessive absence from work.
  - 2. Commitment and conviction of any criminal act.
  - 3. Conduct unbecoming any employee in the public service.
  - 4. Disorderly or immoral conduct.
  - 5. Incompetency or inefficiency.
  - 6. Insubordination.
  - 7. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
  - 8. Neglect of duty.
  - 9. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment.
  - 10. Violation of any lawful regulation or order made by a supervisor.
  - 11. Willful violation of any provision of this contract.
  - 12. Deliberate falsification of records and reports.
  - 13. Possession or use of illegal drugs on school property.
  - 14. Use of tobacco in violation of State Law.
  - 15. Possession or use of a weapon including but not limited to a firearm, knife, club, concealed weapon or self defense spray on school property, unless written permission from a supervisor is first received.
- B. An employee may be dismissed, suspended or disciplined without pay, pending investigation and if the dismissal, suspension, or disciplinary action is found to be without justification, the

employee shall be reinstated with full back pay, full seniority rights, and all other fringe benefits that the employee would have earned during the suspension or dismissal period. If the dismissal is sustained or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.

- C. The Union with specific written consent of the employee shall have the right to review the personnel file of an employee within the bargaining unit, upon making the request to the Administration of the School District. An employee, upon making a request shall have the right to review the contents of their own personnel file maintained by the District. Such review of personnel files must be done in the Board of Education offices under the supervision of a designated school employee.

## **ARTICLE XII - NEW JOBS**

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- A. The District shall notify the Union in writing when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the District shall place into effect the new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The District shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of 30 working days following the date of written notification to the Union. During this 30- working day period, but not thereafter during the life of this Agreement, the Union may request in writing the District to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted through the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

## **ARTICLE XIII - UNPAID LEAVES OR ABSENCE**

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- A. Extended Illness/Disability Leave
  - 1. Multiple leaves of absence for periods not to exceed one (1) year each shall be granted, upon review by the Board of Education or its designee, without pay for extended personal illness or disability of a bargaining unit member, prior to reaching maximum medical improvement, which prevents him/her from performing the essential job functions of his/her assignment. Sick days shall not be accumulated when an employee has not physically worked in the month in which a sick leave would be awarded.
  - 2. Family Medical Leave.  
Benefits under the Family Medical Leave Act (FMLA) will be available to all eligible Employees. FMLA will be administered according to Board Policy.
  - 3. Michigan Paid Medical Leave Act  
In accordance with the Michigan Paid Medical Leave Act ("MPMLA"), MCL 480.961 et seq., an eligible non-exempt (hourly) employee may use up to 40 hours of paid medical leave for any of the following for the employee or family member per fiscal year.
    - 1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.

2. For a victim of domestic violence or sexual assault, any realted medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. For closure of the employee's primary workplace by order of public official; for an employee's need to care for a child whose school or place of care has been closed by order of an public official or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits then that allowed by statue.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average at least 25 hours per week during the immediately preceding calendar year.

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

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### Definitions

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

### Step One.

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



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

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

Step Two.

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

Step Three.

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

Step Four.

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

Step Five.

- A. The appealing party shall, within ten (10) working days or receipt of the written decision of the Board of Education, request the American Arbitration Association to submit a list of arbitrators under the rules of the American Arbitration Association.
- B. The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing. Any member called to testify will not suffer loss of pay.
- C. Each party shall be responsible for the expenses of non-employee witnesses that they may call.
- D. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof or to specify the terms of a new Agreement, not to substitute his discretion for that of any of the parties hereto.

- E. The fees, expenses and filing fees of the Arbitrator shall be borne solely by the non-prevailing party. In the event the Arbitrator grants an award which is not clearly in favor of either party or does not grant the total relief that the Union is requesting, but yet does not totally rule in favor of the Board, then the fees, expenses, and filing fees of the Arbitrator shall be shared equally between the parties.
- F. The Arbitrator shall render his decision.
- G. The decision of the Arbitrator shall be final, conclusive and binding upon all employees of the Board and the Union.
- H. This arbitration shall have no authority to:
  - 1. Grant back pay ten (10) days prior to filing of grievance
  - 2. Any matter jurisdiction of State of Federal Administrative Agency

## **ARTICLE XV - HOURS AND WORK WEEK**

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### Section 1. Work Day and Week

- A. The regularly scheduled work week shall consist of 40 hours beginning at 12:01 a.m. Monday.
- B. The normal work day shall be eight (8) consecutive hours plus a one-half (1/2) hour unpaid lunch period.
- C. When permanent changes in work schedules are necessary due to operating conditions, the matter will be discussed with the President and/or designee and the Superintendent of Schools and/or their designated representatives. In the event agreement cannot be reached, the schedule proposed by the Board shall be worked. Such schedule change shall not be subject to the Grievance Procedure.
- D. If additional custodial hours need to be added during the term of this Agreement, hours will first be added to current employees working less than full time.

### Section 2. Overtime Rates will be paid as follows:

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

### Section 3. Call Back

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

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

#### Section 7. Rest Periods

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

## **ARTICLE XVI - SICK LEAVE, FUNERAL LEAVE, AND PERSONAL LEAVE**

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### 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 a rate equal to their normal daily hours per month with a limit of 1056. The entitled sick day will be awarded in the second paycheck in the month in which it was earned. An employee must physically work in the month to be entitled to the sick day.
- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatments. Sick leave, shall be granted also to each employee covered by this Agreement for personal illness for mother, father, and for the members of the employee's family which resides in the employee's household and requires the care and attention of the employee.
- C. Records of sick leave, vacation days and personal days accumulated and taken shall be maintained on an hourly basis, and recorded on the employee's pay stub provided that technology allows. All employees will be able to utilize sick time in one hour-increments. Proper notification must be given to the district with reason(s) for the absence. In the event an employee is absent for three (3) or more consecutive days, or suspected abuse, a medical excuse may be required. Records of sick leave accumulated and taken shall be available to the employee(s) or the Union upon request. Improper use of sick day leave will be subject to disciplinary procedures.
- D. Sick Day Leave/Accumulation after five (5) years of employment and a minimum of 400 hours accumulated in the employee's sick bank provides the following:
  1. Continue to accumulate as per master agreement.
  2. "Cash in" any or all unused sick days allocated during the fiscal year ending on June 30<sup>th</sup> at \$60 per day. Payout will be included in the second pay in August.
- E. In recognition of employees who utilize sick leave each year on a minimal basis, he/she will be awarded his/her pay rate in the second pay in August, as follows:

1. Employees who utilize zero (0) sick days will be able to receive a bonus of 16 hours pay at their pay rate at which it was earned. Employees who utilize 1-2 sick days will be able to receive a bonus of eight (8) hours pay at their per hour rate at which it was earned.
- F. If an employee becomes incapacitated due to an accident on the job or occupational disease, he/she may be employed at other vacant bargaining unit work within the school district suitable to his/her rate of pay at his/her regular classification.

## Section 2. Funeral Leave

- A. All employees shall be granted up to five (5) working days off with pay for a death of the employee's natural parents, stepparents, siblings, spouse, partner, household dependent, children, foster or step-children. All employees shall be granted up to three (3) working days off with pay for a death of the employee's grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and spouse or partner's parents. Additional time shall be charged to sick leave, subject to Superintendent approval or his/her designee. In the event of the death of an aunt or uncle, the employee will be allowed one (1) working day per occurrence for a maximum of two (2) occurrences per fiscal year.
- B. Employees may be granted time off without pay to attend the funeral of non-family members at the discretion of the Superintendent. The exercise of said discretion is not subject to the Grievance Procedure.
- C. In the event of death of an employee of the School District, funeral leave in paragraph (B) of this Section will be restricted to a representative number of employees within the bargaining unit to attend the funeral with that number to be mutually agreed upon between the Superintendent of Schools and the President and/or designee.

## Section 3. Personal Leave Days

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

- A. An employee must submit an electronic request three (3) working days in advance, except under emergency circumstances.
- B. Personal days shall not be used the day before, the day after, or in any way concurrent with a school scheduled vacation or holiday break.
- C. Maximum of two (2) employees for the entire district and only one (1) per building to be granted personal leave on the same day and the total number of employees to be approved for absence from the bargaining unit on any day scheduled for student instruction be limited to five (5). If multiple employees request to use personal leave on the same day, seniority shall prevail. This includes scheduled vacation time. Personal leave will be allowed during the last week of scheduled student instruction, as well as two (2) weeks prior to the beginning of the student school year, only for a purpose which cannot be dealt with or done on a day outside of the stated time frames. All requests must be in writing explaining the purpose for the leave requested. The request must also be pre-approved by the Operations Director. If a request is denied and the employee uses a sick day during the time requested, the employee will be required to present a doctor's certification of illness.
- D. Employees who do not use personal leave days may:
  1. Convert to accumulated sick days
  2. "Cash in" for \$7.50 per hour.

#### Section 4. Pro-Rata Leave

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

### **ARTICLE XVII - FRINGE BENEFITS**

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Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, the Board of Education, for the duration of this Agreement, shall make premium contributions, as specified below, on behalf of all eligible members and eligible dependents while employed by the District, subject to the eligibility limitations in this Article. The bargaining unit member is responsible for ensuring completion of all forms and documents required for participation in the insurance program described below.

**Health Insurance.** Employees eligible to receive health insurance will be covered under the Michigan Conference of Teamsters Welfare Fund Benefit Package 1338 for Medical, Dental, Vision, Life; STD or MCTWF Package 335 for Medical Opt Out, Dental, Vision.

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

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

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

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

## ARTICLE XVIII - HOLIDAYS

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

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

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

- B. Employees must work or be paid for the last scheduled work day before, and the first scheduled work day after a holiday in order to receive holiday pay, unless excused by their supervisor in advance.
- C. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.
- D. If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or shall receive their normal daily rate of pay for the holiday. In the event that the employee is on paid sick leave on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave.
- E. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- F. Employees who are covered by this agreement and are regularly scheduled to work less than 40 hours per week, or are a 10-month employee may be eligible for all holidays, except for July 4th.

## ARTICLE XIX - VACATIONS

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- A. Each employee covered by this Agreement, who is assigned to work 12 months per year, will receive paid vacation as defined in the table below.

| <b><u>Contract Year (July 1 - June 30)</u></b> | <b><u>Weeks of Vacation</u></b> |
|------------------------------------------------|---------------------------------|
| First Date Worked - June 30                    | Prorated based on 5 days        |
| Year 1                                         | 5 days                          |
| Year 2-4                                       | 10 days                         |
| Year 5-9                                       | 15 days                         |
| Year 10 or more                                | 20 days                         |

To be eligible for a full vacation in the current contract year (not new to the district), an employee must have been paid for 80% of their regularly scheduled working hours in the prior

contract year. An employee who was paid for less than 80% of their regularly scheduled working hours in the prior contract year shall receive a pro-rated vacation allowance based on their actual percentage of paid hours worked.

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

| <u>Vacation Days</u> | <u>Number of days used on Student Instruction Days</u> |
|----------------------|--------------------------------------------------------|
| 20                   | 15                                                     |
| 15                   | 10                                                     |
| 10                   | 5                                                      |

No more than five (5) employees from the bargaining unit will be granted personal/vacation time on student instruction days, with the exception of November 15, when six (6) employees may take a vacation day and only one per building. Vacation requests for November 15 must be submitted for approval to the Director of the Department no later than 20 working days prior to the requested vacation.

If more than the allotted number of employees request vacation on the same day, the requests will be granted by seniority. The District may allow more than five (5) employees to be out on non-instructional days, or if they deem a higher number to be acceptable; however, as a result of that decision custodians may be assigned to another building on the basis of seniority.

No more than one maintenance staff or mechanic may take vacation on any scheduled school day. No vacations will be allowed during the last week of scheduled student instruction as well as two (2) weeks prior to the beginning of the student school year. If a vacation request is denied and the employee uses a sick day during the time requested, the employee will be required to present a doctor's certification of illness.

- C. Employees hired prior to 9/1/2020, have worked for more than 1 year, and are 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 July 1 and their termination date. Employees hired after 9/1/2020 were provided a prorated amount of vacation based on their date of hire and will not be eligible for a vacation allowance.
- D. Employees may take their earned vacation throughout the calendar year, providing that they furnish the District a minimum of two (2) weeks written notice prior to the date that the employee desires to take such allowable vacation.
- E. Employees may carry over 5 days of vacation to the next year.

**ARTICLE XX - INCLEMENT WEATHER DAYS**

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Whenever school is canceled or dismissed due to inclement weather, the employees covered by this Agreement are required to come to work unless otherwise notified. In the event that the employee is unable to arrive at work on time, the employee is to make a continuous effort to arrive as soon as possible. The employee who follows this practice and arrives at work shall receive their normal day's pay at the end of their normal regular shift. If school is closed due to some reason other than inclement weather (i.e. power outage) employees should report for work for their regular shift unless notified otherwise. If an employee calls off sick on an inclement weather day they must present a doctor

certification of illness. If an employee calls off for any other reason than sick they must request the use of an emergency personal day.

## **ARTICLE XXI - JURY DUTY**

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

## **ARTICLE XXII - WORKER'S COMPENSATION**

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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 Workers 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 attention directed by district procedures.

## **ARTICLE XXIII - CLASSIFICATION AND COMPENSATION**

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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, attached hereto and made a part hereof by reference.

## **ARTICLE XXIV - SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

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### **Section One**

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

### **Section Two**

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

### **Section Three**

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

### **Section Four**

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



## **ARTICLE XXV - BINDING EFFECTIVE AGREEMENT**

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### **Section One**

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

### **Section Two**

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

## **ARTICLE XXVI - RIGHTS OF THE BOARD**

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

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

1. Manage and control the school's business, the equipment, operations, and to direct the working forces and affairs of the Board.
2. Continue its right and past practice of assignment and direction of the work of all of its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working force, include the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the service, supplies and equipment necessary to continue its operations, and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
8. Determine the financial policies, including all account procedures and all matters pertaining to public relations.
9. Determine the size of the management organization, its function, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selecting, testing or training of employees providing such selection shall be based upon lawful criteria.

## **ARTICLE XXVII - STRIKES AND LOCKOUTS**

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

## **ARTICLE XXVIII - TERMINATION, CHANGE OR AMENDMENT**

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- A. This Agreement shall continue in full force and effect until June 30, 2024.
- B. If either party desires to terminate this Agreement, it shall 90 calendar days prior to the termination date give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on 90 calendar days written notice prior to the current year of termination.
- C. If either party desires to modify this Agreement it shall 90 calendar days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments 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 Teamsters' 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, 2022.

## SALARY SCHEDULE A

| Title                                       | AM<br>2023 | AM<br>2024 | PM<br>2023 | PM<br>2024 | Midnight<br>2023 | Midnight<br>2024 |
|---------------------------------------------|------------|------------|------------|------------|------------------|------------------|
| <b>Dist Lead Cust<br/>Mech (Maint Lead)</b> | \$23.34    | \$23.80    | \$23.81    | \$24.28    | \$24.04          | \$24.52          |
| <b>Maint</b>                                | \$23.02    | \$23.48    | \$23.48    | \$23.95    | \$23.72          | \$24.19          |
| <b>Bldg Lead Cust</b>                       | \$21.42    | \$21.85    | \$21.85    | \$22.29    | \$22.06          | \$22.50          |
| <b>Custodian</b>                            | \$20.21    | \$20.61    | \$20.61    | \$21.03    | \$20.81          | \$21.22          |

**\*Shift Differential**

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of 2% per hour for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between 12:00 midnight and 8:00 a.m. shall receive a premium of 3% per hour for all hours worked that day. (See Article XVI, Section 6)

**Retirement Incentive**

Employees eligible for retirement, an employee contribution shall receive \$7.50 for each unused sick hour to a maximum payment at retirement of 1056 hours or \$7920.00. To be eligible, an employee must retire from the District with 15 years of continued employment with the District and must qualify for State retirement. Clarification of a day: one (1) day equals eight (8) hours. When an employee that works less than an eight (8) hour day retires, the payout would be prorated accordingly.

The payout will be made through a 403b plan, as an employer contribution. The employee shall not have the ability to take sums in cash. In the event that the employer contribution exceeds the IRS 415 limit, the excess severance payment will be paid out in cash.

**Change of Duties/Responsibilities**

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

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

**Miscellaneous**

- A. The district will pay for five (5) union days per year. The union shall pay the employee's retirement and for substitute.
- B. Mechanics and Maintenance will continue on the uniform program they currently have.
- C. Maintenance and custodians will get \$200.00 for clothing allowance on the second pay in July.
  - Clothing worn must be clean and presentable.
  - Protective boots and/or slip resistant shoes must be worn.
  - When working outdoors with machinery or heavy equipment, boots must be worn.
  - Shirts must cover over the shoulders.
- D. Employees will be paid the current IRS rate for travel related to their employment. Such rate for travel will be paid when the employee reports such travel to his/her supervisor.
- E. Employees who have taken job-related training will be reimbursed costs for such training. Costs will be fees, charges and tuition. Training will be defined as workshops, in-service, licensing, continuing education units and college credits. Employees should apply for

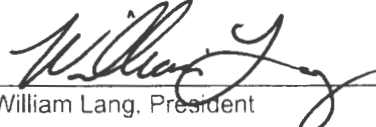
approval prior to registration for such training to assure reimbursement. Notification of approval or disapproval with rationale will be forwarded to the employee no longer than two (2) weeks after submission to the CFO


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

**The effective date of this Agreement is July 1, 2022.**

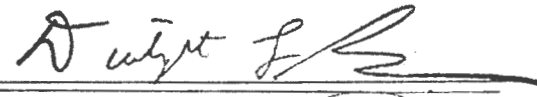
**IN WITNESS WHERE OF: the parties have caused this instrument to be executed**

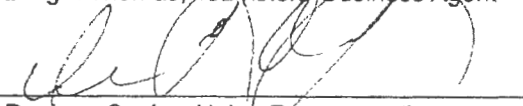
**Airport Community Schools' Board of Education**

  
\_\_\_\_\_  
William Lang, President

  
\_\_\_\_\_  
Janice Doederlein, Secretary

**Airport Educational Support Personnel Association -  
Maintenance, Mechanics, and Custodial Employees**

  
\_\_\_\_\_  
Dwight Thomas, Teamsters' Business Agent

  
\_\_\_\_\_  
Deniece Ousley, Union Representative