

# AGREEMENT

between the

Airport Community Schools

**Board of Education**

and the

Airport Educational Support Personnel Association

**Secretary and Aide 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 and ensure 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.

If an emergency financial manager is appointed to the district, he/she may ratify or modify this agreement in his/her sole discretion.

## **ARTICLE II - UNION RECOGNITION, AGENCY SHOP, AND CHECK OFF**

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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 purposes of collective bargaining with respect to rates of pay, benefits, hours of employment and other conditions of employment.
- B. The term "employee" as used herein shall include all positions listed on Schedule A

### Section 2. Voluntary Union Membership and Contribution

- A. Each bargaining unit member may join the Union or voluntarily pay a service fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law, or choose not to pay union dues or service fee(s).
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a policy regarding "Non-Member Fee and Challenge Policy for Represented Public Sector Employees". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members.
- C. Due to certain requirements established in recent Court decisions, the Union represents that the amount of the fee charged to non-members, who agree to voluntarily pay a service fee, along with other required information, may not be available and transmitted to non-members until July of each year.
- D. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Union in the course of enforcing this Section. Further, the Union agrees to indemnify and save the Board of Education, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Union also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

## **ARTICLE III - NONDISCRIMINATION**

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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**

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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 - CHIEF STEWARDS and STEWARDS**

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- A. The employees shall be represented by a Chief Steward 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. During their term of office, the Chief Steward or 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 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.
- E. 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.

## **ARTICLE VI - SAFETY PRACTICES**

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- 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.
- D. The employee will notify the Board 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 Board, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition, if in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).
- E. Secretaries and Aides will have the opportunity, at the next available scheduled CPR and CPI training session upon the request of the member. Any interested member shall request this training via email or writing. Any new hires will be given the opportunity to request training. CPR and CPI training will be paid for by the district upon approval of the district.

## **ARTICLE VII - JURISDICTION**

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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. Work performed by Administrators.
3. Work performed historically by non-bargaining unit personnel provided such persons shall in no way affect the employment status of the employees covered by this Agreement.

## **ARTICLE VIII - CONTRACTUAL WORK**

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The right of contracting and subcontracting is vested in the Board. The Board retains all rights to fully implement Public Act 112 concerning the use of volunteers and third party contracting for non-instructional services. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

## **ARTICLE IX - SENIORITY and REDUCTION in WORKFORCE**

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- A. A newly hired, regular employee shall be on probationary status for 90 work days taken from and including the first day of employment. If at any time prior to the completion of the 90 work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board or its designee 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 established as the date of hire by the Board approval and all matters pertaining to benefits shall be retroactive to the first day of work . Seniority shall be determined by the employee's continuous service with the Board, subject to the provisions stated in paragraphs (C) through (G) of the Article.
- C. In the event that the Board or Individualized Education Plan (IEP) determines that it is necessary to execute a reduction in force for a position in the bargaining unit, after affected member has been notified, all members or employees will be notified of the action by email at least seven (7) days prior to the date the scheduled reduction goes into effect unless otherwise dictated by an IEP. An employee whose position is scheduled for a lay off may exercise his/her seniority rights as follows:
  1. Employees whose positions are eliminated or decreased in hours by 25% or more, may "bump" the lowest senior position into positions in their currently assigned building or lowest senior position in the District; in an equal or lower classification for which they are qualified, or into a higher classification that they have previously held satisfactorily for which they are still qualified if they have more district seniority;
  2. Employees affected by changes identified in 9.C.1 shall have until the end of their next work day, to exercise their right to bump. Employees affected by changes identified in 9.C.2, shall be given three (3) work days to execute their right to bump.

3. Employees affected by changes identified in 9.C.1 and 9.C .2 will be placed in respective positions the following day including training with the member who previously held the bumped position.
4. Health, dental, vision, and life benefits will be granted to the employee based upon the hours/days of the position that the employee bumps into and subsequently works according to Article 19 of this agreement. If the employee chooses not to bump out of a position that has been reduced, the employee will receive insurance benefits based upon the reduced hours/days of that position.

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 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 having recall rights for a period no less than employee's seniority date at the time of layoff not to exceed 36 months.
5. Failure to attend a scheduled bid meeting without written notification to Human Resources that includes a minimum of three (3) choices.
6. Non-acceptance of open position by a displaced or laid off employee at a bid meeting or through bump process.

Exceptions would include:

1. In a situation where an employee is bumped, during the school year, and does not feel capable of handling the medical requirements of the open position, the employee may decide, at that time, to freeze their seniority for up to one year; with the understanding that they must be actively participating as an aide substitute throughout the District.
2. The employee is laid off but actively participating as an aide substitute throughout the District.

- E. Seniority shall be retained, but not accrued, 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. Seniority date and date of move to confidential position will be provided to the Union.
- F. An updated seniority list shall be furnished to each employee covered by this Agreement and a copy sent to the Union. Such list shall contain each employee's name, date of hire, district seniority, classification seniority, current job location and classification. Seniority in classification shall be as of the date of entry into the classification. The Association and Administration will work together to provide an accurate seniority list.
- G. Seniority continues to accrue during any approved leave of absence.

## ARTICLE X - ASSIGNMENTS

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Employees covered by this Agreement shall be offered the opportunity to take District established tests required by the Board for the purpose of qualifying for any position that may become available within the bargaining unit. In the event of a newly created or open position, the District will offer members the opportunity to take the applicable test to become eligible for the newly created or open position. The test will be given by appointment with Human Resources prior to the application deadline.

Employees who desire to take the test shall notify the Human Resources Office of their intent. Test results shall be maintained in the employee's personnel file indicating their qualifications for the bidding process.

### Section 1. Newly Created and Open Aide Positions

- A. Assignments for Aide Positions.** The district shall assign employees based upon skills, qualifications, attendance, evaluations, and seniority. Employees may identify their building and assignment preference by June 30.

Vacancies shall be sent via email to bargaining unit members 14 days prior to the start of the school year which will include:

1. Job Title, including duties
2. Classification
3. Job location
4. Starting date
5. Hours to be worked, estimated daily start and end times (except to-be-determined positions)

A mandatory, minimum four (4) hour training will be held each school year with the building and District administration to provide student accommodations and necessary information for individual students. The District will encourage the intermediate school district representative(s) to be a participant in this meeting. An effort will be made by the District to plan any training in conjunction with the annual bid-meeting. Aides are encouraged to attend the annual training provided by the Monroe County ISD. Attendance at the ISD training is volunteer, unless the building administrator requests that the aide attend.

**Section 2.** All new, open positions will be posted for all bargaining unit employees.

**Section 3. Newly Created or Open Interviewed Positions (B1, B2, S1, S2, A-1, and L-2)** If there is an opening in one of the following positions: B-1, S-1, S-2, A-1 or L-2; eligible employees wishing to make application, meeting the minimum testing qualifications for the position as established by the District, will be interviewed for the position.

Interviews will take place within ten (10) business days of the posting deadline. The interview team will include one member of the bargaining unit selected by the Union. The individual with the best overall qualifications (including but not limited to testing) and experience and who is identified and selected by the interview committee as the best candidate for the position, will be hired. Consideration for seniority will be given, and if a lesser seniority employee is chosen for the position, all affected employees will be notified and will, if requested, receive a written explanation

as to the reason(s) they were not granted the position.

**Section 4. Probationary Period for Transferred/Promoted Employees and Vacancies** A transferred or promoted employee shall serve a probationary period of 90 school days. In the event that the employee's work performance is unsatisfactory to the District, the Superintendent shall have the right to return the employee to their former position. In the event that the Superintendent returns the employee to their former position, the Superintendent shall furnish the affected employee the written reason(s) as to why their work performance was unsatisfactory. The employee upon receiving reason(s) 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(s) that have been furnished to the employee. During the time period that the employee is serving the 90 school days probationary period, the Board may fill any subsequent vacancies with a substitute employee.

During the first 30 calendar days of the probationary period, the employee may request to be returned to their former position and the Board shall honor such request.

**Section 5. Temporary or Employee Leave Vacancies** In the event of a temporary vacancy or once created by an employee on an approved leave of absence, for a specified period of time greater than 20 working days, the Board shall have the right to hire a temporary employee during the duration of the vacancy, or assign a current member to a vacancy that may impact a student's IEP, 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. Temporary vacancy will be filled with a permanent, qualified member within 90 calendar days.

**Section 6. Temporary Position** The Board, after written notification to the Union, may create temporary positions to perform duties not currently performed by the bargaining unit members. However, such temporary positions shall not extend beyond 90 calendar days unless mutually extended, in writing, by the parties. In the event the Board determines that the temporary position will continue, it shall be posted and filled as a bargaining unit position per this Article.

In the event a temporary position is created awaiting the determination of an IEP, the District will attempt to fill the position with a bargaining unit member on layoff based on seniority order. If a bargaining unit member on layoff declines to work the temporary position, the District will fill the temporary position with a substitute or through assignment per this Article.

In the event the bargaining unit member on layoff accepts the temporary position, the bargaining unit member will fill the position under the premise the position is temporary. If the temporary position becomes permanent, that bargaining unit member filling the temporary position, will assume the newly created position. A district- wide bid meeting will not be held.

The District will notify the union regarding the placement.

**Section 7. 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 30 calendar days except in the event that both parties mutually agree to an extension of the 30 calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the 30 calendar days, the position shall then be considered to be open, and posted for bidding from interested employees at the next regularly scheduled bid session.

## **ARTICLE XI - NEW POSITIONS IN A NEW CLASSIFICATION**

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- A. The Board shall notify the Union in writing when the Board creates a new position. In the event that it 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 30 calendar days following the date of written notification to the Union. During this 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**

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- A. Dismissal, suspension, and/or any other disciplinary action of a non-probationary employee shall be only for just and stated causes. All action taken by the Board under this Article shall be furnished to the affected employee or employees in writing, with a copy to the Chief Steward or Steward of the Union. The employee shall have the right to defend themselves against any and all charges. Among, but not limited to, the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action, are the following.
  - 1. Unauthorized or excessive absence from work (including deduct days, see Article XVI).
  - 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. A non-probationary employee may be placed on paid administrative leave pending a disciplinary investigation.
  - 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 in accordance with the Bullard-Plawecki Act. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.
  - D. Documented verbal warnings, written warnings, reprimands or suspensions will be given in the form of a letter or memorandum signed by the administrator instituting such action. The letter shall be provided to the bargaining unit member after a meeting has been held in which such member has been provided with an opportunity to be heard. Copies of a written warning, reprimand or suspension shall be given to both the member and the Union.
  - E. A bargaining unit member shall be entitled to have a representative of the Union present during any meeting, which may lead to disciplinary action by the Board. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present.

### **ARTICLE XIII - UNPAID LEAVES OF 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.
  2. Requests for a leave of absence must be submitted to the Superintendent and Human Resources as soon as the need becomes apparent for review. Proper documentation will be required to determine leave eligibility.
  3. Family Medical Leave. Benefits under the Family Medical Leave Act (FMLA) will be available to all eligible Employees. FMLA will be administered according to Board Policy.

### **ARTICLE 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. 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 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 1.**

- A. Within ten (10) calendar days of the alleged contract violation, any employee having a grievance shall discuss the grievance with their immediate supervisor and retain the right to have union representation present, if requested. If the grievance is not settled orally with their immediate supervisor, the employee may request the union representative to file a written grievance with the employee's immediate supervisor.

### **Step 2.**

- A. The union representative shall meet with the immediate supervisor to discuss the grievance within five
- B. (5) working days of its written submission to the immediate supervisor.
- C. The immediate supervisor shall give his decisions in writing relative to the grievance within five (5) working days of his meeting with the union representative.

### **Step 3.**

- 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) working days of the date of the meeting with the Business Representative of the Union.

### **Step 4.**

- 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.

## **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 45 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 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 of Conciliatory Service to submit a listing of seven (7) persons to both parties of arbitrators in accordance with its rules. 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 of Conciliatory Service within the specified time period as is furnished to the parties by the Federal Mediation of Conciliatory Service. Each party upon returning their listing of the potential arbitrators to the Federal Mediation of Conciliatory Service shall indicate as to their preference of the arbitrator by the numbering of said arbitrator one (1) through seven (7). The Federal Mediation of Conciliatory Service 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 of Conciliatory Service within the specified time period, the Federal Mediation of Conciliatory Service shall assign one 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 of Conciliatory Service 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/her 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**

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### **Section 1. Work Week and Day**

- A. The regularly scheduled work week shall consist of 40 hours beginning at 12:01 a.m. on Monday and ending 120 hours thereafter.
- B. Lunch Hours and Rest Periods
  - 1. Eight (8) hour employees- two (2), nonconsecutive 15 minute breaks and a 30 minute uninterrupted lunch. Breaks shall not be combined to equal more than 15 minutes away from duties. Lunch and breaks shall not be combined to equal more than 30 minutes away from duties.
  - 2. More than, four (4) hours but less than six (6) hour employees - thirty-five (35) minute unpaid lunch.

### **Section 2. 10-Month Employees**

- A. Employees in an EC-1, AR-1, HC-1, A-1, A-2 classification assignment work the hours and days established by the District calendar; deviation

from the regular daily schedule should be approved through the building administrator and shall not exceed the scheduled calendar hours for that day (i.e. half day shall not exceed 3 hours regardless of start and end times)

- B. Employees in a B-1, S-1, or S-2 assignment work the hours and days established by the District calendar with the exception of half days. Employees should work their regularly scheduled day when the calendar reflects a half day for teachers and/or students. An additional 13 days are available to be used, within the contract year and before and/or after the dates established on the District calendar and scheduled by the building administrator.

**Section 3. Overtime Rates** will be paid as follows:

- A. Time and one-half (1½) will be paid for all time worked in excess of eight (8) hours in an hour period; all time worked in excess of 40 hours in one (1) work week for which overtime has not already been earned.
- B. Time and one-half (1½) 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 24 hour period or for any hours worked in excess of 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 4. 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 5. 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 two (2) hours pay at the employee's straight time hourly rate, whichever is higher.

**Section 6. 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 two (2) hours pay at the appropriate rate of pay or in the event that the employee is regularly scheduled to work less than two (2) hours per day, that employee shall receive their regular daily rate of pay.

**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 the rate of one (1) day per month with no limit as to the number of hours they may accumulate. 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 for that month.

Employees eligible for retirement and having 15 years with the district, an employee

contribution shall receive-\$7.50 for each unused sick hour to a maximum payment at retirement of 1056 hours or \$7920. To be eligible, an employee must retire from 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.

Any employee who reaches 1056 hours in their sick bank will have the option of continuing to accrue sick days or may at the end of the fiscal year request payment for days over 132 (1056 hours) to a maximum of twelve (12) per fiscal year at a rate of \$25.00 per day for eight (8) hour employees, or pro-rated to their normal scheduled daily work hours for those working less than eight (8) hours. One day equals eight (8) hours.

The payout will be made through a 403(b) plan, as an employer contribution. The employee shall not have the ability to take sums in cash.

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, at a rate of \$7.50 per hour.

In recognition of employees who utilize sick leave each year on a minimal basis, the following benefit will apply:

- A. Employees who utilize zero (0) sick days will be able to receive a bonus of two (2) days' pay at their pay rate at which it was earned.
  - B. Employees who utilize one (1) – two (2) sick days will be able to receive a bonus of one (1) day pay at their per hour rate at which it was earned.
- 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 for personal illness of mother, father, spouse, child, ward or any family member which resides in the employee's household and requires the care and attention of the employee.
  - 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 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 through the District's employee access center or by request.
  - E. If it is necessary for a bargaining unit member to be absent from duty due to illness or injury under Workers' Compensation, they shall have the option to receive the difference between regular compensation and workers' compensation benefits deducted from their sick bank.

## **Section 2. Funeral Leave**

- A. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean the employee's parents/guardians, stepparents, siblings, spouse, partner, household dependent, children, foster, step-children, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law and spouse's parents. Additional time shall be charged to sick leave. In the event of the death of an aunt or uncle, the employee will be allowed one (1) day per occurrence for a maximum of two (2) occurrences per fiscal year.
- B. Bargaining unit members may be granted time off charged to sick leave to attend the

funeral of a non-family member at the discretion of the employee's supervisor.

**Section 3. Personal Days**

Employees shall be granted three (3) personal days per year.

1. 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.
2. They shall not be used in conjunction with an unpaid day, intended as a vacation day, or considered for purposes other than business that can not be performed after the scheduled work day (i.e. out-of-town trip).
3. An employee must fill out a written personal day request form and submit it to their supervisor at least two (2) working days in advance. There will be a limit of two (2) bargaining unit employees (who require substitutes) per building being granted personal days on the same day.
4. Personal days may be granted by the supervisor on a first come, first serve basis. Once the limit is reached in a building, all subsequent personal day requests (for positions requiring a substitute) for that day will be denied.
5. Unused personal days may go into the employee's sick bank or "cash in" unused personal days at a rate of \$7.50 per hour at the end of the fiscal year.

**ARTICLE XVII - HOLIDAYS**

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 (12) Month Employees**

New Year's Eve	Memorial Day	Thanksgiving Day	Christmas Eve
New Year's Day	July Fourth	Day after Thanksgiving	Christmas Day
Good Friday	Labor Day	Martin Luther King Day*	President's Day*

\*If school is in session, the District will determine another non-instructional day for the holiday to be celebrated. Any variation of the District's determination will require the eligible employee to request consideration by their supervisor two (2) weeks prior to the date requested.

**Ten (10) Month Employees**

New Year's Eve	Memorial Day	Thanksgiving Day	Christmas Eve
New Year's Day	Labor Day	Day after Thanksgiving	Christmas Day
Good Friday	Martin Luther King Day*	President's Day*	

\*If school is in session, the holidays will "float" to the two days following Good Friday; unless the District determines another non- instructional day for the holiday to be celebrated.

1. 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, except those noted with an asterisk (\*).
2. 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 paid sick leave on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave. 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 a paid absence.

3. Personal days are not permitted, under any circumstance, to be used in conjunction with a holiday, vacation day, or otherwise scheduled non-instructional day per Article 16, Section

**ARTICLE XVIII - 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.

<u>Contract Year (July 1 - June 30)</u>	<u>Weeks of Vacation</u>
New Hire - June 30	Prorated (based on 5 days)
Year 1	1 Week
Year 2-4	2 Weeks
Year 5-9	3 Weeks
Year 10 or more	4 Weeks

- B. Employees at their request may carry up to 5 days of vacation into the next year.
- C. To be eligible for a full vacation in the current contract year, 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.
- D. Vacation requests 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-instructional days must have the approval of the immediate supervisor.
- E. When an employee moves from a 10 month to 12 month assignment, they shall be credited with the total number of months worked as a 10 month employee toward vacation earnings. (Example: An employee who has worked for the District as a 10 month employee for five (5) years and then moves to a 12 month position will be credited with 50 months of vacation credit. They will be entitled to two (2) weeks of vacation. After reaching 60 months of credit, they shall be entitled to three (3) weeks of vacation.) Employees moving from 10 month to 12 positions.

**ARTICLE XIX - INSURANCE PROTECTION**

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Upon proper application and acceptance for enrollment by the appropriate insurance underwriter and 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. If qualified, bargaining unit members will be eligible for insurance on their first date worked.

If by statute or Constitutional Amendment the requirement that the employer not pay more than the hard cap amount or 20% of the health care premium be overturned, the employer will



agree to pay 90% of the health care premium from the date the change goes into effect.

All members hired by the District after June 30, 2008 for any aide position will not be eligible for any insurance benefits.

**Coverages** All employees eligible to receive health insurance will be covered under the Michigan Conference of Teamsters Welfare Fund Benefit Package 1126 (SSK-3VN-2NN) for Medical, Dental, Vision and Life Teamster's Welfare Fund Benefit Package 335 (Opt Out) for Dental and Vision according to the Participation Agreement and Memorandum of Understandings set forth in Addendum #1 of this agreement.

**Section 1. Cash-in-Lieu of Insurance (Opt-Out Provision) Dental and Vision**

All members employed by the District who decline enrolling in the medical plan provided for, the Board will pay \$120.00 per month according to the following work schedule:

0.00 hours to 5.92 hours	Not eligible to receive cash-in-lieu
5.93 hours to 8.00 hours	\$120.00 monthly cash-in-lieu

**Section 2. Health Insurance: Medical, Dental, Vision and Life** eligibility and Premium Payment Rules:

**Medical (Employee's daily work schedule):**

0.00 hours to 5.92 hours	Not eligible to receive any insurance benefits
5.93 hours to 8.00 hours	*See Below

Employee agrees that the District has the right to allocate to Employee's responsibility for a portion of the medical 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 the Employee of the premium amount for which he/she is responsible in excess of the District paid medical premium contributions including any taxes and/or assessments. Employee agrees that the amount of medical premium contributions designated by the District as Employee's responsibility shall be payroll deducted from Employee's compensation.

The District shall not be required to remit medical premiums for any insurance coverage for Employee if enrollment or coverage is denied by the insurance underwriter, policyholder, or third party administrator. The terms of any contract or policy issued by any insurance underwriter, policyholder, or third-party administrator 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 medical premiums required to provide the above described insurance coverage, shall be relieved from all liability as to insurance benefits. All insurance coverage will cease upon termination of this contract.

**Dental, Vision, Life**

0.00 hours to 5.92 hours	Not eligible
5.93 hours to 8.00 hours	100.0% of monthly premiums paid by the District

**ARTICLE XX - GENERAL**

**Section 1. Tax Sheltered Annuities** Consistent with IRS rules, the Board agrees to deduct the premium for variable tax deferred annuities solely paid for by the employee and to remit said premiums to the Board designated 403B/457B vendor(s).

**Section 2. 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 3. Physical Examinations** The Board agrees to pay the full cost of any physical examination required of the employees of the Board.

**Section 4. 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 5. Inclement Weather Days** Twelve (12) month employees who are unable to report to work due to road conditions 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.

Ten (10) month employees will be entitled to their normal day's pay for the first two (2) school days that are closed due to inclement weather (Act of God).

In the event there are more than two (2) canceled days, Ten (10) and Twelve (12) month employees may choose to use one (1) personal day for the third day canceled only. The use of a personal day must be requested through the District's electronic record/workflow system within two (2) calendar days of the canceled day to receive personal leave pay. Sick time shall not be used to replace a canceled school day.

**Section 6. Time Clocks** If the District obtains an electronic payroll/record-keeping system, all bargaining unit employees will be required to use it.

**Section 7. 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.

**Section 8. Personal/Physical Care of Students** Should employees be required to provide assistance with personal needs for medically fragile students where disrobing may be necessary (e.g., catheterization or other toileting functions), a second adult, whenever possible, will be present as a witness. Whenever these activities require the assistance of additional employees, assignments of personnel will be made to accommodate the needs of the students without risk to the employees performing the activities

**Section 9. No Child Left Behind (NCLB)** Instructional aides in Federal and State Funded At-Risk positions (Title I & Section 31a) must meet Federal NCLB regulations.

## **ARTICLE XXI - NOTICES AND ANNOUNCEMENTS**

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Notices and announcements regarding the following may be conducted using a designated employee area (i.e. bulletin board) or District provided email:

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.

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 the Union Officers or the designated representatives.

## **ARTICLE XXII - JURY DUTY**

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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. If the employee is released early he/she shall contact the supervisor as to whether to return to work.

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

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

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**Section 1.** 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 2.** 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 3.** 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.

**Section 4.** Any article or section of this Agreement found to be in conflict with any law 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 1.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

**Section 2.** 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 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 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. The Board retains all rights to fully implement Public Act 112 concerning the use of volunteers and third party contracting for non-instructional services.
2. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the Board
3. 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.
4. The right to direct the working force, including the right to hire, promote, suspends 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.
5. 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.
6. Adopt reasonable rules and regulations.
7. Determine the qualification of employees, including physical condition.
8. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division buildings, or other facilities.
9. Determine the placement of operations, production, services, maintenance or distribution or work, and the source of materials and supplies.
10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
11. Determine the size of the management organization, its functions, authority, and 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.
12. Determine the policy affecting the selection, testing or training of employees providing such selecting shall be based upon lawful criteria.

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

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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 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 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 Teamster, 2825 Trumbell, Detroit, Michigan, 48216; and 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.

<b>SCHEDULE A SALARY</b>			
		<b>7/1/2022 – 6/30/2023</b>	<b>7/1/2023- 6/30/2024</b>
B-1	Payroll Clerk Business Office Clerk	\$21.43	\$21.86
S-1	High School Secretary High School Student Services Secretary Middle School Secretary Operations Secretary	\$20.46	\$20.87
S-2	High School Counseling Secretary Elementary Secretary Athletic Director Secretary Middle School 5/6 Secretary	\$19.09	\$19.48
AR-1	At Risk Aides	\$18.00	\$18.36
EC-1	Early Childhood Assistant	\$18.00	\$18.36
HC-1	Health Care Aides	\$18.00	\$18.36
A-1	Office Assistants Media Aides	\$16.29	\$16.62
A-2	Student Aides	\$14.68	\$14.97

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

<b>Years of Service</b>	<b>Pay per hour increase</b>
Five (5) or more years	\$0.19 per hour
Ten (10) or more years	\$0.29 per hour
Fifteen (15) or more years	\$0.39 per hour
Twenty (20) or more years	\$0.48 per hour

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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**

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

  
\_\_\_\_\_  
Marianne Wetzels, Union Representative