



## **Head Start Preschool Program**

Contractual Agreement between the Board of Education  
of the School District of the City of Adrian and the  
American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO

*July 1, 2013 - June 30, 2016*

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# AGREEMENT

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This Agreement is made and entered into this first day of July, 2013 by and between the Adrian Public Schools Board of Education (hereinafter called the Board) \* and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (hereinafter called the Union).

\* In all cases when the language refers to the Board this shall encompass the Policy Council of the Head Start Early Childhood Programs. With regards to Head Start Early Childhood Programs this Agreement is also with the Policy Council.

## ARTICLE I - PURPOSE AND INTENT

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The general purpose of this agreement is to set forth, wages, hours, terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the school children of the Adrian Public Schools, the Board, the employees and the Union.

- I. The parties recognize that the interest of the Board and the job security of the employees depend upon the Board's success in establishing a proper service to the involved communities. Further that the parties recognize that the ability to accomplish these goals is dependent upon adequate levels of funding. To these ends, the Board and the Union encourage to the fullest degree cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE II - RECOGNITION

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- I. The Board recognizes the Union as the sole and exclusive bargaining representative for the following classifications of employees.

- A. Head Start Early Childhood Programs  
Family Support Coordinator – salaried classification  
Clerk

The Union President and/or designee and the AFSCME office will receive a written notice from the Business Office within no less than twenty (20) calendar days when there is a new employee in the bargaining unit. The notification will list the date of hire, projected end of probation, rate of pay, classification/position, bargaining unit member's name, address, work site, hours per week, and any other relevant data.

The Union President and/or designee and the AFSCME office will receive a written notice from the business office within no less than twenty (20) calendar days when there is a change in employment status of a bargaining unit member such as a leave of absence, retirement or resignation. The notification will list the bargaining unit member's name, address, work site, classification/position and any other relevant data.

- II. Unless otherwise indicated, use of the term "Employee"/"Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

- III. Approved Work Calendar - All reference to work days shall be in accordance with the approved work calendar provided to the employee prior to the start of the school year.

School Calendar Days - All references to school calendar days shall include actual work days, paid leave and break days. The summer months will not be part of the school calendar days.

- IV. Full-Time is defined as working thirty (30) hours or more per week.

- V. Part-Time is defined as working less than thirty (30) hours per week.

## ARTICLE III - BOARD RIGHTS

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- I. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- II. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
  - B. 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, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
  - C. In the event there is a conflict between Policy Council policies and procedures this Agreement shall prevail.
  - D. The right to direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
  - E. Determine the services, 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 thereof or changes therein, the instruction of new and/or improved methods or changes therein.
  - F. Adopt reasonable rules and regulations.
  - G. Determine the qualifications of employees, including physical requirements.
  - H. Determine the location or relocation of its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - I. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
  - J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  - K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.
  - L. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- III. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the

terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.

- IV. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

## **ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY**

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- I. The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, gender, age, national origin, disabilities unrelated to the ability to perform the duties of the position, sexual orientation, membership in or Union with the activities of any Union. The parties will work together to assure equal employment opportunities for all.

## **ARTICLE V - PROHIBITION AGAINST STRIKES**

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- I. There shall not be any strike action of any type engaged in, or encouraged, by the Union against the Board. The Union will take affirmative steps to discourage and prevent strike action against the Board by its members. If the schools are closed due to strikes or other unauthorized work stoppages, the Board will pay wages only to those employees who work.

## **ARTICLE VI - EMPLOYEE UNION RIGHTS**

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- I. Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board covered under this Agreement shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 (PERA) of the State of Michigan or of the Constitution of the United States.
- II. Union Meetings  
The Union and its members may use the school building facilities at reasonable times and hours for meetings as long as it does not interfere with the job responsibilities and operations and when such buildings are available. Such use of the building for Union meetings must be arranged for with the building principal/program director in advance. The administration retains the right of room assignment.
- III. Freedom of Information Act Requests  
The Board agrees to furnish to the Union, in response to timely requests, under the Freedom of Information Act (FOIA), all available public information in the form it is maintained by the Board concerning the financial resources of the district/Head Start and School Readiness program, together with other information which may be necessary for the Union to process any grievance or complaint, provided that personal information respecting individual Union members shall not be disclosed.
- IV. Payroll Deduction of Dues
- A. The Parties recognize that Public Act 53 of 2012 prescribes that a "public school employer's use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization"; however, at the time the Parties reached agreement, the United States District Court for the Eastern District of Michigan had enjoined enforcement of PA 53 of 2012. The Parties agree that they will comply or not comply with PA 53 of 2012 in accordance with the law's status at any given time during the life of this Agreement, and neither side shall be found to have breached this Agreement by its compliance or non-compliance based on the status then in effect.
1. The Employer agrees to deduct from the salary of each employee in the bargaining unit that chose's to be a member of Union the Union's agency fees subject to all of the following conditions;

2. The Union shall obtain from each employee who chooses to be a member a completed checkoff authorization form which shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof.
3. All checkoff authorization forms shall be filed with the Employer who may return any incomplete or incorrectly completed form to the Union's treasurer and no checkoff shall be made until such deficiency is corrected.
4. The Employer shall only checkoff obligations which come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refunds to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
5. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
6. The Union shall provide at least twenty (20) days written notice to the Employer of the amount of representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least twenty (20) days prior to its implementation.
7. If an employee chooses to discontinue union dues deductions, the District must be notified two (2) weeks in advance.
8. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of representation fees or in reliance of any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

B. All employees will be informed on mandatory Direct Deposit effective July 1, 2012. Forms will be available in the Business Office or on the District website.

V. Union Representatives Authorized Time

Union representatives shall not lose time or pay for authorized time spent in grievance hearings, or negotiations during their regular scheduled working hours, after arrangements have been made with their immediate supervisor, provided the activities cannot be scheduled outside the working day.

VI. Grievance Administration

A. Contract Administration and Grievance Handling

The parties agree to handle contract administration in such a way as to provide a minimum of interference with the Board's functions. Additionally, it is agreed that the following rules of conduct shall apply for all Union members involved in the grievance procedure.

B. Employee Representation

An employee shall be entitled to have Union Representation present in any meeting with administration in which the employee is to be disciplined or in which the employee is under investigation which could lead to discipline against the employee under Article XXIV, Discipline and Discharge. When a request for such representation is made, no further action shall be taken until representation can be present.

C. Union Representation

Union Representation may be a designated representative or officer from the Union. The union will provide the Board, on the first day after the first Union meeting of the school year, a listing of all AFSCME Representatives.

- VII. Grievance Presentation and Investigation – Union Representative(s)  
Union Representative(s) will be released for up to one (1) hour during their work hours for the investigation and up to one (1) hour, which includes travel between buildings, for the presentation of grievances provided that the Union Representative(s) must first obtain the permission of the Board or designee before leaving the work assignment. If additional time is necessary, it must be mutually agreed upon by the Board and the Union. The Board has the right to refuse such permission if said release would cause substantial interference with the program functioning (such as resulting in the need to hire a substitute). In such an event the action will be postponed.
- VIII. Printing of Agreement  
The Board will be responsible for posting this Agreement on the District website. If any bargaining unit member would like a printed copy of the contract, the Board will provide a written contract upon request.
- IX. Union Communication  
The Union shall have the right to post official notices approved by the Union of activities and matters of Union concern on existing bulletin boards, at least one (1) of which shall be provided in each school building and the Union shall have the right to use the interschool mail carrier system, the District's e-mail and fax systems for local usage to send notices and other Union information to members.
- X. Employee Network Access Regulations  
All employees will be provided with a copy of the Network Access Regulations. The District Network Access Policy is subject to change without notice. The District Network Administrator will post any changes to the Network Access Policy in an appropriate location on the Network
- XI. Labor Management Committee  
During the life of this agreement, a Labor Management Committee from each classification of employees represented by the Union will be formed for the purpose of resolving potential grievances, addressing concerns, discussing new approaches and programs or anything else that could impact the employees represented by this Agreement. Under certain circumstances, which would be dictated by the issue to be discussed at a specific meeting, members from all or part of the classifications could make up the Labor Management Committee.

## **ARTICLE VII - EMPLOYEE EVALUATIONS**

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- I. Purpose  
Members of the unit shall be subject to an evaluation process. The purpose of the evaluation process is: 1) Recognize accomplishments; 2) Provide accurate feedback related to performance; 3) Link employee objectives to the Mission of Adrian Public Schools; and, 4) Address areas that do not meet expectations through a Plan for Improvement. The evaluation process is not part of the progressive discipline process. See Article XXIV, Discipline-Discharge for the progressive discipline process.
- II. Frequency  
Head Start and School Readiness employees shall be evaluated in writing each year by the immediate supervisor or designee with input from other staff, if appropriate.
- III. Evaluation Document  
The Board will determine the evaluation document format.
- IV. Job Description/Expectations  
The immediate supervisor will provide the employee with a job description and job expectations upon hire or transfer.
- V. Probationary Period  
Each specific classification shall receive a copy of the evaluation document form from their immediate supervisor upon completion of the employee's probationary period.



- VI. Pre-Evaluation Meeting  
The evaluator will meet with the employee prior to the evaluation for the purpose of discussing the criteria and the document format they will be evaluated on.
- VII. Criteria  
The job performance criteria will be: Basic job knowledge and skills; Performance of assigned duties; Interpersonal relationships with staff, parents and students; Care and use of equipment and facilities; Ability to follow directions and accept responsibility; Promptness and attendance to job.
- VIII. Evaluation Conference  
Evaluation conferences may include the immediate supervisor and other supervisory staff, if appropriate. The employee may have Union Representation or fellow employee in the conference if they choose.
- IX. Presentation of Evaluation  
The evaluator shall complete and present a written draft evaluation no later than three (3) calendar weeks or fifteen (15) workdays prior to the end of the employee's work year.
- After meeting with the employee, a final written copy will be given to the employee within fifteen (15) workdays of the presentation of the draft evaluation meeting but no later than the last day of the employee's work year.
- X. Plan for Improvement.  
Concerns may be addressed with a written plan for improvement that indicates reasonable correction measures, expectations, duration of the plan, reasonable measures of attainment and administrative assistance that will be provided.
- Unsatisfactory expectations not noted in the employee's subsequent evaluations shall mean the expectations have been met.
- XI. Copy of Evaluation/Personnel File  
The employee is provided a copy of the completed evaluation, the original is placed in the employee's personnel file located in Human Resources.
- XII. Employee Response to Evaluation  
If an employee disagrees with the performance evaluation, they may submit a written rebuttal within five (5) work days. The written rebuttal will be attached to the performance evaluation for placement in the employee's personnel file located in Human Resources.

## **ARTICLE VIII - SAFETY**

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- I. The Board will take reasonable measures in order to protect the employees from any present or potential job hazards which the employees may encounter at their places of work in accordance with the Michigan Occupational Safety and Health Act (MIOSHA).
- II. Employee Notification to Board  
The employee will notify the Board in writing of any suggested job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.
- III. Employee Responsibility  
Employees recognize their responsibilities to comply with all applicable health and safety regulations.
- IV. Board Support  
The Board shall support employees in maintaining school discipline as outlined in the Head Start program's curriculum.

- V. Report of Threat, Assault and/or Battery  
Any case of threat or assault and battery upon an employee shall be promptly reported to the Board. The employee shall reduce to writing a full account of the threat or assault and battery and provide the Board with any information which will substantiate the action.
- VI. Liability Protection  
If any employee is sued while in the performance of a school function, and the employee's actions are within the scope of the Board policy and applied in a prudent manner, the Board will provide a legal liability insurance policy for the protection of the employee. Liability protection shall be limited to the amount provided by the insurance coverage.
- VII. Report of Injuries and/or Accidents  
Employees of the District are to immediately report injuries and accidents, which occur while on duty, to their supervisors and to the Business Office. Worker's Compensation reports must be filled out before going to the doctor's office, unless it is an emergency.
- VIII. Payment for Lost Time  
Employees will be paid up to four (4) days for time lost due to a work related injury. The four (4) days will only be paid if the employee is not compensated for same through worker's compensation.
- IX. Medical Treatment/Transportation  
In the event an employee is injured, a decision on appropriate medical treatment will be made by the injured employee and the building principal/administrator. If immediate medical care is warranted, the employee will be transported to a medical facility by a District representative or via ambulance.

## **ARTICLE IX - JURISDICTION**

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- I. Work performed by non-bargaining unit personnel shall be performed as has been the case historically, but all such work performed shall in no way affect the employment status of the employees covered by this Agreement, nor shall such non-bargaining unit work be performed to avoid the payment of overtime. The Board will make every effort to acquire substitutes when needed.

## **ARTICLE X – CONTRACTUAL WORK**

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- I. Should subcontracting become a viable fiscal necessity and certain Union members remain Board employees, the Board agrees to continue negotiating with the Union representing these employees.

## **ARTICLE XI - SENIORITY**

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- I. Definition

Seniority is defined as the length of an employee's continuous service within their classification. If employees have the same seniority then seniority is determined based on the following tiebreakers, in order, until the tie is broken:

- Bargaining unit seniority
- Program seniority
- By lot

Date of hire shall revert to the first work day only after Board approval and completion of pre-employment requirements within thirty (30) calendar days of starting work.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

Seniority shall not transfer from one classification to another, however, the employee will retain seniority in their former classification.

- II. Loss of Seniority  
An employee will lose their seniority for the following reasons:
- A. The employee resigns.
  - B. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
  - C. The employee retires.
  - D. Abandonment of the job.
    - 1. Abandonment of the job (failure to report to work) shall be defined, for the purposes of this contract as:
      - a) Failure to report an absence(s) from work to the employer shall be deemed as misconduct and subject to progressive discipline up to and including termination.
      - b) Failure to report to work for seven (7) consecutive work days without cause or notification to the employer will be considered abandonment of the job.
- III. Accumulation – Layoff  
Seniority shall be retained, but not accumulated for an employee on layoff pursuant to this Agreement.
- IV. Accumulation – Unpaid Leave of Absence  
Seniority shall be retained, but not accumulated for an employee on an unpaid leave of absence pursuant to this Agreement.
- V. Accumulation – Paid Leave of Absence  
Seniority shall continue to accumulate for an employee on any paid leave of absence pursuant to this Agreement.
- VI. Accumulation – Workers Compensation  
Seniority shall continue to accumulate for an employee on workers compensation.
- VII. Seniority Lists  
Seniority lists for each classification will be furnished to the Union Representative on or before September 30 of each school year.
- VIII. Classifications:  
See Article II, Recognition for bargaining unit's classifications

## **ARTICLE XII - PROBATIONARY STATUS**

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- I. Length of Probation  
Employees hired in the bargaining unit shall be considered probationary employees for the first ninety (90) work days of their employment during their contracted work year. If the contracted work year ends before the probationary period is over, then the probationary period will be put on hold until the new contracted work year begins at which time the probationary period will restart.
- II. Seniority  
There shall be no seniority among probationary employees.
- III. Seniority List  
When an employee finishes the probationary period their name shall be entered on the seniority list of the specific unit and they shall be ranked for seniority based on date of hire.

- IV. Benefit Eligibility  
Fringe benefits will begin after ninety (90) work calendar days, i.e. medical insurance, life insurance, personal/emergency days, sick days, holidays and vacation, if applicable.
- V. Temporary Employees  
Temporary employees are those who are regularly scheduled to work, but such employment shall not exceed ninety (90) work calendar days. In the event that a temporary employee is hired as a permanent employee, his/her time worked as a temporary employee shall count towards establishing seniority status.
- A. Short Term  
Any temporary employee who is hired for a short-term specific period of time (no more than ninety [90] work calendar days) shall not be part of the bargaining unit.
- B. Long Term  
Any temporary employee who is hired for a long term basis of more than ninety (90) work calendar days shall be a member of the bargaining unit and subject to all the provisions within the Agreement.
- VI. Break in Continuous Service  
A break in continuous service will disqualify the employee for any benefits afforded by the Agreement.
- A break in continuous service shall be when an employee resigns, retires, or is discharged for reasons that are not arbitrary and capricious. Continuous service shall not be interrupted by an approved voluntary unpaid leave of absence, layoff or administrative service, but seniority shall not accumulate while in these statuses.
- VII. Union Representation of Probationary Employees  
The Grievance Procedure is not available to probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement. The Union may represent probationary employees in disciplinary matters.
- VIII. Unsatisfactory Work Performance of Probationary Employees  
If at any time during the employees probationary period the employee's work performance is unsatisfactory the employee may be dismissed by the Board without appeal. A written reason will be provided.
- IX. Extension of Probationary Period  
The Board may extend the probation of a probationary employee only with the mutual written agreement of the Union.
- X. Evaluation Document  
Each employee shall receive a copy of the evaluation document form from their immediate supervisor upon completion of the employee's probationary period.

### **ARTICLE XIII - VACANCIES, TRANSFERS AND ASSIGNMENTS**

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- I. Staffing Levels  
Administration will determine the staffing levels at each building based on criteria such as student population, student needs, and program requirements.
- II. Definition of Vacancy  
A vacancy shall be defined as a newly created position or a present position that is not filled due to a resignation, transfer, retirement, discharge for cause, and such discharge is not reversed through the grievance procedure or abandonment.

III. Posting of Vacancies

The Board will post all vacancies for five (5) work days for internal applicants. If necessary, vacancies will then be posted externally for an additional five (5) work days.

Posted vacancy notices will include the title of the position, location, date of posting, date internal job opportunity/transfer requests are due and any special requirements or expectations of the position.

Vacancies will be communicated to employees by the following: 1) e-mail to all employees and 2) District web site: [www.theadrianmaples.com](http://www.theadrianmaples.com).

IV. Notification of Union Representatives

All AFSCME Representatives will be responsible for posting job information to the Union employees.

V. Filling of Vacancies

All positions vacated by a transfer, promotion, resignation, retirement and discharge for cause may be filled by temporary employees. All vacancies created by a promotion or transfer may be filled by temporary employees until the trial period is either completed or the promoted employee is returned to his/her previous position.

VI. Promotion, Transfer and Involuntary Transfer

A. Promotion – Definition

Promotion for this section shall be defined as an increase in the rate of pay or internal movement to a new classification.

B. Promotion – Trial Period

A trial period shall be defined as the ninety (90) calendar days of their employment during their contracted work year, immediately following an employee's promotion, during which the Board shall assess the employee's ability to successfully fulfill the responsibilities and requirements of the new job. It is the Board's right at any time within or upon completion of the trial period to determine the employee's inability to successfully fulfill the responsibilities and requirements of the job and to return the employee to their previously held position. No benefits will be lost during the trial period.

A newly promoted employee shall serve a trial period of ninety (90) calendar days of their employment during their contracted work year. A trial period is not a probationary period. During the trial period the newly promoted employee shall be evaluated by the Board. Should, at anytime, the employee's performance become unsatisfactory, he/she shall be returned to his/her previous position. Employee evaluations are not subject to the grievance procedure.

C. Promotion – Seniority

Seniority cannot be carried over to a new classification, but will be frozen in the previous classification.

D. Promotion – Benefits

There shall be no loss of benefits in the event the employee changes classification.

E. Transfer - Definition

A transfer is defined as movement from one position within a job classification to another position within that same classification. For example, a Family Support Coordinator changing caseloads. Seniority, quality of job performance, and job qualifications will be taken into consideration.

F. Transfer – Trial Period

A trial period shall be defined as the ninety (90) work calendar days immediately following an employee's transfer, during which the Board shall assess the employee's ability to successfully fulfill the responsibilities and requirements of the new job. It is the Board's right at any time within or upon completion of the trial period to determine the employee's inability to successfully fulfill the responsibilities and requirements of the job and to return the employee to their previously held

position. Notification will be given in writing to the Union. No benefits will be lost during the trial period.

An employee who requests, and is granted, a transfer will serve a trial period of ninety (90) work calendar days. A trial period is not a probationary period. During the trial period the employee shall be evaluated by the Board. Should, at anytime, the employee's performance become unsatisfactory, he/she shall be returned to his/her previous position. Employee evaluations are not subject to the grievance procedure.

G. Transfer – Seniority

Seniority cannot be carried over to a new classification, but will be frozen in the previous classification. If there is no classification change, seniority will continue to accrue.

H. Transfer – Benefits

There shall be no loss of benefits in the event the employee changes classification and/or job category.

I. Involuntary Transfer

Involuntary transfers may be necessary and the Board reserves the right to involuntarily transfer any employee to another position within their classification should the need arise.

In the event an involuntary transfer is being considered the Board will contact the Union to discuss.

The Board will first seek to find a volunteer who is qualified for the position and who best matches the job requirements before involuntarily transferring another Union member.

J. Involuntary Transfer- Seniority

Seniority cannot be carried over to a new classification, but will be frozen in the previous classification. If there is no classification change, seniority will continue to accrue.

K. Involuntary Transfer - Benefits

There shall be no loss of benefits in the event the employee changes classification.

VII. Temporary Replacement Personnel – Leave of Absence.

The Board reserves the right to fill all leave of absence vacancies with temporary replacement personnel. If the leave of absence is for one hundred (100) work calendar days or more, the vacancy will be posted. Any temporary replacement personnel shall not be covered under the terms of this Agreement.

A non-probationary employee on a leave of absence of more than one hundred (100) work days will have the right to return to a position they are qualified for within their classification(s) providing a vacancy exists. However, an employee on a medical leave of absence may return to a position for which he/she is qualified, providing a position exists, upon written medical release of his/her physician.

VIII. Annual Staffing Process/Assignment

Administration will determine the staffing level at each building based on criteria such as student population, student needs, and program requirements.

Director of Head Start will review the staffing and assignments with the Union. The Union will provide input into staffing and assignment. Assignments will be reviewed with the Union President and/or designee prior to implementation.

Employees will be allowed to choose assignments within their classification based on seniority for the following reasons:

- Changes in classroom location
- Caseload changes equivalent to a classroom size
- Contract hour changes
- Reassignments due to a layoff

## ARTICLE XIV - LAYOFF/REDUCTION IN HOURS AND RECALL

### I. Layoff/Reduction in Hours – Definition

Layoff/Reduction in hours shall be defined as a necessary reduction in the work force as determined by the Board.

### II. Layoff/Reduction in Hours – Notification

In the event there is a possibility of layoffs, a special conference will occur between management and the Union.

No employee shall be laid off /reduced pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing three (3) weeks prior to the effective date of layoff. A copy of the layoff notice(s) will be provided simultaneously to the Union President.

Volunteers will be sought for reduced assignments.

### III. Layoff/Reduction in Hours Procedure

The layoff/reduction procedure shall be individually applied within each classification as follows:

- A. Probationary employees shall be laid off/reduced hours first provided there are more senior employees who possess the qualifications, experience, and competency required to perform the job.

In the event non-probationary employees must be laid off/reduced hours, layoff/reduction shall be determined by the seniority within the program and program requirements.

- B. In the event an employee is laid off/reduced from a position the employee shall have the ability to reactivate any frozen seniority they have in other classifications for the purpose of retaining a position in one of those classifications. If an employee uses this ability, then the least senior employee in that classification is laid off/reduced. Any member who is transferred to, or awarded a position in another classification, will have his/her seniority status in their previous classification frozen.

### IV. Recall

#### A. Recall Procedure.

When there is a vacancy employees shall be recalled with the following in mind:

- Seniority within the program and/or position category
- Job Qualifications
- Quality of Job Performance
- Program requirements

#### B. Notification of Recall

Notices of recall shall be sent by certified mail to the last known address as shown on the Board's records. The employee must respond to the Human Resources Manager within ten (10) days of the date of the certified letter sent from the Board in order to retain recall rights. If the employee does not respond to the Human Resources Manager, the Board will assume the employee has forfeited all recall rights. A copy of recall notices will be provided simultaneously to the Union President.

#### C. Recall

An employee offered his/her former position or a comparable position, i.e. same job title, hours and pay to the one previously held who declines recall from layoff shall forfeit his/her recall rights.

D. Recall Rights – Non-Probationary Employees

All non-probationary employees shall remain on the recall list for a period of two (2) years or the length of their seniority, whichever is less. After an employee is deleted from the recall list he/she shall have no recall rights.

E. Recall Rights – Probationary Employees

Probationary employees shall have no recall rights.

## **ARTICLE XV - NEW JOBS**

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I. Job Changes

The Board has the right to add, delete or revise jobs/classifications at any time. The Union shall be notified of such job changes in writing prior to the change. The Board shall place any new jobs into existing classifications providing the job falls under the guidelines of this agreement.

Union members have the opportunity to provide information regarding their job at any time.

II. New Job - Classification and Rate of Pay

The new classification and rate of pay shall be considered temporary for a period of ninety (90) work calendar days, following the date of written notification to the Union. During this ninety (90) work calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing of the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. 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, the new classification shall be added to and become a part of this Agreement.

## **ARTICLE XVI - SPECIAL LEAVES**

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I. Eligibility

Employees must serve the probationary period provided in this contract before qualifying for special leave benefits, unless otherwise indicated.

II. Leave Days with Pay

<b>Calendar</b>	<b>Leave Days</b>
230 days or higher (full year)	16
Up to and including 229 days (school year)	13

III. Use of Leave Days

Leave days shall be used at the discretion of the employee. Prior approval is necessary unless it is an emergency. No explanation of absence is required, however, as much notice as possible should be given.

Unused leave days will accumulate. Inappropriate use of leave days will be addressed as necessary.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

IV. Accumulated Leave Days



Full time employees who work a minimum of twenty-one (21) hours per week may accumulate up to one hundred (100) leave days while, part time employees who work a maximum of twenty (20) hours per week may accumulate up to twenty-five (25) leave days.

A. Conditions for payment of accumulated leave days

- Employees must have earned ten years of satisfactory employment.
- Employees must be in good standing, i.e. not on probation, not having been suspended, or having more than two written reprimands within the last calendar year.
- This benefit does not apply to a person terminated for cause.

B. Payment Request

- Employees must request the payment of accumulated leave days in writing within thirty days of their notice of resignation or retirement to the Director.
- Contingent upon availability of program funds.

C. Rate of Payment

- Employees will receive \$28 per accumulated leave day up to a maximum of 50 leave days.

D. Special Pay Deferral Plan

- When an employee leaves the District after ten (10) years of satisfactory employment, the employee is required to participate in a Special Pay Deferral Plan for payments of the following:

a) Accumulated leave days

A Special Pay Deferral Plan utilizes the tax law to eliminate the defined taxes for both the employee and the employer. (Appendix C).

V. Return to Work

Employees who return from a medical leave of absence will be required to provide the Board with a medical release to return to work prior to their return from leave.

VI. Funeral Leave Days

All employees covered by this Agreement shall be granted, by the Board, up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse, children, parents, grandparents, grandchildren, mother and father-in-law, brothers, sisters, brothers and sisters-in-law. Where a special relationship has been established by the employee with a blood relative, the employee may request the Human Resource Manager/Director of Head Start/Readiness to grant up to two (2) days for funeral leave, minimum of one-half (1/2) day intervals.

VII. Notice of Inability to Report to Work

Employees are to notify their Supervisor or designee at least one (1) hour prior to the start of work on the specific work day they are to be absent so arrangements can be made if a substitute is necessary.

VIII. Union Leave

Unpaid leave for the Union President or his/her designee to attend Union conferences, workshops and seminars will be granted for up to the equivalent of five (5) workdays. Any additional unpaid leave request for Union conferences, workshops and seminars for the Union President or his/her designee shall be at the approval of his/her supervisor. Such leaves may be charged, at the option of the employee, to the employee's compensatory time and/or personal business leave. Notice for use of Union leave will be given to the immediate supervisor and the Human Resource Department.

## **ARTICLE XVII - JURY DUTY/COURT APPEARANCE**

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An employee who is required to serve on jury duty or is subpoenaed as a witness in a Board related case will be paid the difference between their pay for their court attendance and their regular pay or the employee shall have the option of turning the jury check over to the district and receiving his/her regular wage. The employee must provide verification that their attendance at court was required.

An employee who receives notification of jury duty or is subpoenaed to court shall notify the Board that their attendance at court is required on the next regular scheduled work day. An employee who fails to comply with this notification requirement shall not be paid for court attendance.

A Board related case is defined as a case where the Board is actually a party to the litigation or a case which is directly related to the employee's employment, or testimony is requested about a child or family.

The Board shall not pay the employee for attendance at a non-Board related court appearance.

## **ARTICLE XVIII - UNPAID LEAVES OF ABSENCE**

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### **I. Request for Unpaid Leave.**

Those employees desiring an unpaid leave of absence shall make a written request at least six (6) weeks in advance, if possible, of the administration stating the reason for the leave, begin date and end date. Extenuating circumstances will be handled individually. Request forms are available from the employee's immediate supervisor or Human Resources.

All leave of absence requests require the review of the employee's immediate supervisor and Human Resources prior to approval/disapproval.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

### **II. Length of Unpaid Leave of Absence**

Unpaid leaves of absence shall coincide with the employee's work calendar assignment days. Unpaid leaves shall be subject to renewal at the discretion of the Board.

### **III. Seniority – Unpaid Leave of Absence**

Any employee on an unpaid leave of absence shall have their wage and seniority status frozen.

### **IV. Benefits – Unpaid Leave of Absence**

All benefits cease during the unpaid leave of absence, except for those situations in which the Family Medical Leave Act applies.

### **V. Return to Work - Unpaid Medical Leave of Absence**

Employees who take an unpaid medical leave of absence will be required to provide the Board with a medical release to return to work prior to their return from leave.

### **VI. Return to Work - Unpaid Leave of Absence**

Employees on unpaid leave of absence shall be eligible to return to their classification(s) provided a position is available for which they are qualified to perform the work. If he/she is not qualified to perform the work, the employee shall remain on the unpaid leave of absence.

## **ARTICLE XIX - WORK HOURS**

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### **I. Work Calendar**

A. Each employee in the classifications identified in Article II, Recognition shall be issued a yearly work calendar no later than mid June of each year.

1. Program Calendar

Each employee shall receive a tentative program calendar no later than mid May of each year. Program changes to the calendar may be made throughout the year.

2. Staff Contracts/Calendars

Staff may change their work calendars, for personal reasons, one time prior to October 31. Other changes to the staff calendars will be based on program needs.

II. Schedules

A. Work Week

The normal work week shall consist of five (5) days, Monday through Friday. The normal work day and work week may vary according to the job classification and position. All employees shall adhere to their individual approved work schedule, as noted by the immediate supervisor. Reasonable flexibility of work schedules shall be permitted with supervisory approval.

III. Overtime

A. Rate

Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) hours in one work week for non-exempt employees.

IV. Call Back

If a non-exempt employee is called back to work by their supervisor after the close of their regular work day, they shall receive their regular daily rate of pay, unless they work more than forty (40) hours in a week.

V. Break and Lunch Periods

All break and lunch periods will be taken within the non-exempt employee's approved daily work schedule as noted by their immediate supervisor.

A. Breaks.

Employees who work more than six (6) hours a day will receive two (2) fifteen (15) minute paid breaks. Employees who work two and one-half (2.5) up to six (6) hours a day will receive one (1) fifteen (15) minute paid break.

VI. In-Service/Meeting Days/Training and Education

A. Required

Head Start and School Readiness requires training of all personnel as outlined in the Performance Standards. Employees who are required to attend workshops or in-service sessions at the request of the supervisor and with administrative approval, shall receive their regular hourly rate of pay for the appropriate number of hours of the in-service whether the training is during regular work hours or not. Direct expenses of registration, mileage, overnight and/or meals shall be paid for attending an in-service or workshop.

B. Voluntary Outside the District

Employees who voluntarily attend outside the district workshops or in-service sessions, with administrative approval, may apply for advance payment of direct expenses covering registration, mileage, overnight and/or meals. Prior approval will be granted, subject to budgetary status.

C. Education at Head Start and School Readiness Expense.

If a Head Start and School Readiness employee elects to accept an offer of the center to take further schooling at Adrian Head Start's expense, this offer will include payment of tuition, books and fees, but not hourly pay.

D. Completion of Degree/Certification Notification

Head Start and School Readiness employees who anticipate the completion of a degree or certification which would affect their position on the salary schedule, must inform the Director.

E. Achievement of Qualifications/Promotion

Promotions and advancement on the salary schedule will occur on January 1, April 1, July 1, or October 1. Promotions will not be retroactive and will not occur until appropriate documentation (transcript, copy of diploma, and/or letter of verification) regarding this achievement is received and is placed in the employee's personnel file.

## **ARTICLE XX - HOLIDAYS**

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I. Eligibility

All full-time employees who have successfully completed their probationary period.

II. Payment

A. The holiday pay equates to the regular hours the employee normally works on that day.

B. The employee must be in a work/paid leave status (excluding workers comp.)

C. Those employees required to work on any of the named holidays on the holiday schedule below shall receive double time for hours worked.

D. In the event the paid holiday falls on a non-scheduled workday the employee will be paid the normal preceding workday's pay.

1. Normal preceding workday is defined by the following example: If the holiday falls on a Saturday the preceding workday would be whatever hours are scheduled for work the Friday before. If the holiday falls on a Sunday the following workday would be whatever hours are scheduled for work on the Monday after.

III. Holiday Schedule

The Board will pay the following holidays to all non-probationary employees:

Thanksgiving Day	Day After Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
Good Friday	

A. For employees who work 229 or less days per year, in addition to the holidays above:

Two Days During Christmas – New Year Break (for hourly employees only)

Labor Day and Memorial Day (for salaried employees only)

B. For employees who work 230 or more days per year, in addition to the holidays above:

July 4th

## ARTICLE XXI - GENERAL

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- I. Tax Sheltered Annuity Deduction  
The Board agrees to deduct premiums for variable tax deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company. The Board will determine the companies available for this option.
- II. Use of Telephone  
Telephone facilities shall be made available to employees for school business or personal emergency usage.
- III. Parking  
Adequate parking facilities for the employees covered by this Agreement will be provided within the reasonable proximity of their building.
- IV. Notice of Resignation  
Any employee desiring to resign must file a letter of resignation with the Superintendent of Schools, or designee, at least ten (10) working days prior to the effective date of such resignation.
- V. Payroll Deductions  
The Board agrees to make available to the employees covered by this Agreement any payroll deduction services, which are available through the school district, such as savings bonds, credit union, etc. Adrian Public Schools' payroll department automatically makes the mandatory State and Federal deductions required by law of all employees.
- VI. Use of Own Vehicle  
Employees who are using their own transportation for carrying out the responsibilities for the District shall be reimbursed for their mileage at the regular rate and procedure as established by Board Policy.
- VII. Required Physical Tests and Inoculations  
Should the law require that school personnel submit to a tuberculosis test, or physical examination, excluding chest x-rays, the employer will offer testing, as required by law, at no cost to the employee. Bloodborne Pathogens inoculations will be made available for all employees, with the cost incurred by the employer. Such testing may be scheduled during work hours.
- VIII. Head Start and School Readiness – Employment/Conflict of Interest  
  
No person shall be employed by the Head Start and School Readiness while either he/she or a member of his/her immediate family serves on a board or committee which, either by rule or by practice, screens candidates, regularly nominates, recommends, or approves candidates for the agency or program by which he/she is employed.
- IX. Head Start and School Readiness - Required Physical Examination  
The Board may request an employee to present evidence of a physical examination by a physician certifying they are in good physical and mental health and capable of performing their assigned duties every two (2) years.  
  
Employees may have the physical completed by the District's physician/clinic or their own physician. There is no cost to the employee if the physical is completed by the District's physician/clinic. If the employee chooses to have the physical completed by their own physician the District will pay up to Forty (\$40.00) Dollars toward the cost of the physical.
- X. Drug Free Workplace  
It is agreed all employees of this Union will abide by the Board's Drug Free Workplace policy.

- XI. Harassment Free Workplace  
It is agreed all employees of this Union will abide by the Board's Harassment policy.
- XII. Prohibition of Smoking  
It is agreed all employees shall abide by the State laws, Federal laws and Board policy prohibiting smoking in any, or within site of any, public school or Head Start and School Readiness facility or grounds that is used for pupil instruction.
- XIII. Head Start and School Readiness – Purpose and Expectation  
All jobs exist within Head Start and School Readiness for the expressed purpose of serving the needs and interests of low income, at risk families and/or families of disabled children. With this in mind, employees are expected to conduct themselves in a way which addresses those needs and furthers those interests and to avoid conduct which places further burden on these families. Furthermore, employees that become personally involved with other employees and/or with families receiving service which creates undue disruption and/or hardship in the workplace, may, at the discretion of the Board, be subject to progressive discipline.
- XIV. Personnel File Review - Union  
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 Board.
- XV. Personnel File Review – Employee  
An employee, upon making request, shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education Office under the supervision of a designated school employee.
- XVI. Personal Data  
It is the responsibility of the employee to keep their personal data, such as address and phone number, updated with the District as soon as a change occurs by using a Personal Data Change Form located on the District website.
- XVII. Complaint Against an Employee  
If a complaint is made against an employee which could lead to disciplinary action, the employee will be informed of the complaint as soon as possible. The employee will be expected to meet with the Administration to discuss the complaint prior to disciplinary action occurring. Union representation at the meeting is an option of the employee.

## **ARTICLE XXII - EMERGENCY CLOSING**

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- I. School Closings Due to Inclement Weather or Other Emergencies  
Employees are not expected to report to work if their site is closed; except for Family Support Coordinators, who are not expected to report to work if the classrooms, in their caseload, are cancelled. It is likely that if all classroom sessions at a site are cancelled that the site will still remain open.
- The decision to close a site is made by the Director or designee. Road conditions, as determined by the County, will be a factor used in the decision to close a site.
- When employees are not expected to report to work due to a site closure then employees shall be paid for the first day missed during the school year.
- When employees are not expected to report to work due to site closures or classroom cancellations then work calendars will be adjusted. Adjustments will only be made for site closures beginning with the second day missed during the school year. If adjustments are not possible then a leave day or deduct day will be used at the discretion of the employee.
- When there are severe weather conditions, then employees may flex their schedules, in one-hour

increments. Hourly employees may flex their schedule during the same workweek and salaried employees may flex their schedule during the same pay period. If severe weather conditions arise during the day and classrooms are still in session, then employees are expected to remain at work.

II. Weather/Emergency/Delay

In the event employees are not notified timely and the employees work, the hourly employees will be paid for time worked, or a minimum of one hour, and salaried employees are paid for the day.

If there is a development during the school day, and it is determined by the administration to be too hazardous for the students to remain in the building requiring the closing of school, employees shall leave the building after all students have been evacuated and when directed to do so by the administration. Employees shall be paid for their work day.

## **ARTICLE XXIII -INSURANCE PROTECTION**

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It is understood and agreed that the Board's obligation for insurance benefits shall be limited to the terms and conditions of each plan. For all coverage the Board reserves the right to select benefit carriers at a substantially equivalent level. Summary plan descriptions are available upon request.

I. Life Insurance Coverage

An employee that has satisfied the probationary period and is assigned a minimum of twenty (20) hours weekly will receive Thirty Thousand (\$30,000.00) Dollars Term Life Insurance coverage.

II. Medical Insurance

A. Plan A

*Health Insurance* - Upon proper application and acceptance for enrollment by the appropriate underwriter, policyholder, and/or third-party administrator, the District shall make health insurance premium payments up to \$5,500 single coverage on the Employee's behalf.

*Vision Insurance* - If the employee carries health insurance, the employee is eligible for single vision coverage.

Plan B

Cash-in-lieu - Unit employees eligible for, but not electing Plan A may elect to receive a monthly cash payment in the amount of One Hundred Twenty-Five (\$125.00) Dollars for a total of One Thousand Five Hundred (\$1,500.00) Dollars annually, in lieu of the health insurance program.

*Vision Insurance* - The District agrees to pay the premium for up to full family coverage.

B. Eligibility

1. After the completion of the probationary period employees whose primary job responsibilities are for thirty (30) or more hours per week (not a combination of hours) will be provided a choice between Plan A or B.

2. Employees Hired Prior to February 1, 1993.

Employees who work twenty (20) or more hours per week, hired prior to February 1, 1993, are eligible for a choice between Plan A or B.

C. Option to Purchase

1. Less than 30 Hours Per Week

Employees who work less than thirty (30) hours per week shall have the option to purchase medical insurance for themselves and their eligible dependents for a twelve (12) month period.

Payment shall be through payroll deduction if adequate salary is available. If there is insufficient salary to cover the payroll deduction, it is the employee's responsibility to make arrangements for timely payment.

2. Dependents

Eligible staff members who select a single subscriber medical coverage offered by the District may purchase District group medical insurance coverage for their eligible dependents for a twelve (12) month period through payroll deduction if adequate salary is available. If there is insufficient salary to cover the payroll deduction, it is the employee's responsibility to make arrangements for timely payment.

## **ARTICLE XXIV - DISCIPLINE-DISCHARGE**

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I. Dismissal, suspension and/or any other progressive disciplinary action shall be only for reasons that are not arbitrary and capricious, which shall be given to the employee in writing. The employee shall have the right to defend against any and all charges and have Union representation. This article excludes probationary employees.

II. Progressive Discipline

The Board agrees to discipline employees as appropriate to the offense ranging from verbal warning reprimands to termination/discharge. It is understood any disciplinary action taken against an employee might begin at any step depending upon the offense and prior employee record.

A. Purpose

The purpose of progressive discipline is to address situations in which an employee has not adhered to established work rules, policies and procedures, to improve job performance and/or communicate expectations. The goal of progressive discipline is to meet satisfactory job performance and/or to communicate expectations. A thorough investigation will be conducted by the employee's supervisor in a timely manner, within fifteen (15) work calendar days of the immediate supervisor becoming aware of the situation.

B. Process

1. Union Representation

An employee has the right to Union representation at meetings that are part of an investigation and/or progressive discipline.

2. Confidentiality

All meetings and discussions are to be conducted in a confidential manner within the law.

3. Investigation

An employee may be dismissed, suspended or disciplined pending investigation and if the dismissal, suspension or disciplinary action is found to be justification for reasons that are arbitrary and capricious, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period.

4. Presentation and Recordkeeping.

Discipline will be signed/acknowledged by the supervisor and the employee. Signature will indicate receipt of the document, not necessarily agreement. The employee will be provided a copy.

5. Plan for Improvement

Employees that receive a Verbal, Written or Final Written Warning will discuss a plan for improvement with their immediate supervisor. The employee and the immediate supervisor will meet at least one (1) additional time to discuss progress. The employee may have Union representation at follow-up meetings.



6. Progressive Discipline Continuum

Progressive discipline typically follows a continuum, however, dependent on the seriousness of the situation preliminary levels may be waived. Usual progressive discipline is outlined below. Administration may have an informal discussion with the employee prior to formal written discipline.

1 <sup>st</sup> Level	Verbal Warning (documented) – Personnel File
2 <sup>nd</sup> Level	Written Warning – Personnel File
3 <sup>rd</sup> Level	Final Written Warning/Possible Suspension – Personnel File
4 <sup>th</sup> Level	Termination

III. Union Copy

With specific written consent of the employee, the Board will send to the Union President a copy of any written disciplinary action involving a Union member.

## **ARTICLE XXV - GRIEVANCE PROCEDURE**

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I. Definition of Grievance

A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement. For probationary employees, refer to Article XII "Probationary Status".

II. Grievance Initiation Timeline

Any employee grievance not initiated within ten (10) business days of the occurrence of the condition giving rise to the grievance shall not hereafter be considered a grievance under this Agreement.

III. Definition of Business Days

For the purpose of processing grievances, business days shall be defined as Monday through Friday, excluding Saturdays, Sundays, or holidays.

IV. Timeline Adjustments

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

V. Appeal - Timelines

Any grievance, which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous step level.

VI. Written Decision to Union.

The failure of the employer, at any step level of the grievance procedure to communicate the decision on the grievance in writing to the Union within the prescribed time limits set forth in that step level of the grievance procedure, shall automatically move the grievance to the next step.

VII. Informal Meeting Prior to Grievance

1. Any employee considering filing a grievance shall first discuss the issue with their immediate supervisor, individually or accompanied by a representative of the Union. If the issue is not settled informally, the grievance may be submitted to the Head Start Director in writing (Appendix B).

VIII. Grievance Procedure

A. Step One

1. The grievance shall be submitted in writing to the Head Start Director within five (5) business days of the oral discussion stating the remedy or correction requested, plus the facts upon which the grievance is based, a list of specific contract sections violated and the employee shall sign the grievance.

2. The Head Start Director shall meet with the Union at a time mutually agreeable to them and respond within five (5) business days of that meeting.
- B. Step Two
1. Any appeal of a decision rendered by the Head Start Director shall be presented to the Superintendent of Schools or designee within five (5) business days from the date of receipt of the answer given by the Head Start Director. The Superintendent of Schools or designee shall meet with the Union at a time mutually agreeable to them.
  2. The Superintendent of Schools or designee shall give his/her decision in writing relative to the grievance within five (5) business days of the date of the meeting with the Union.
- C. Step Three
1. Any appeal of a decision rendered by the Superintendent of Schools or designee shall be presented to the Board of Education within twenty (20) business days from date of receipt of the decision rendered by the Superintendent of Schools or designee. The Board shall meet with the Union at a time mutually agreeable to them.
  2. The Board shall give their decision in writing to the Union within twenty (20) business days of their meeting.
- D. Step Four
1. If the Union is not satisfied with the disposition of the grievance, the grievance may be submitted to a mutually agreed to Arbitrator or mutually agreed to third party.
  2. Neither party shall be permitted to present in the arbitration hearing any evidence or grounds, whether written or oral, that had not been disclosed to the other party in any of the previous steps of the grievance procedure.
  3. The Union or the Board may call only persons who testified as a witness at the Board or earlier level.
  4. Each party shall be responsible for the expenses of the witnesses that they may call.
  5. The Arbitrator shall not have jurisdiction to add to or subtract from or modify any of the terms of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto. The Arbitrator has no authority to grant monetary relief except for wages and/or insurance benefits which are determined to be wrongfully denied to an employee.
  6. The fees, expenses and filing fees of the Arbitrator shall be shared equally by the Board and the Union.
  7. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
  8. The decision of the Arbitrator made pursuant to this Agreement shall be final, conclusive and binding upon all employees, the Board, and the Union.
  9. The result of the Arbitrator's decision shall be implemented within fifteen (15) business days from the date of receipt of the Arbitrator's decision. Extension of this limit may be mutually agreed upon.
- E. In case of a policy grievance or a grievance involving employees of more than one immediate supervisor, step one may be waived upon written mutual agreement by the Board and the Union.

F. Expedited Arbitration

If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration.

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

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- I. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the employer, unless executed in writing between the parties hereto and the same has been ratified by the Union.
- II. 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.
- III. 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 enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE XXVII - MISCELLANEOUS**

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- I. Head Start Early Childhood Programs – Grant Development
  - A. The Union President shall be informed of the receipt of the Head Start Early Childhood Programs continuation funding letter(s) and shall be apprised of the process. A minimum of three (3) representatives shall be included in the discussion and development of their respective grants prior to the submission deadlines. Any potential conflict shall be resolved by the Administration.
  - B. The Head Start Early Childhood Program Administration will provide the Union President with notification of dates, location and times of scheduled meetings to review the Head Start and Early Childhood Program proposals as soon as possible upon receipt of the continuation of funding letter(s). The Union continues responsibility of disseminating the information to members.

## **ARTICLE XXVIII - DURATION OF AGREEMENT**

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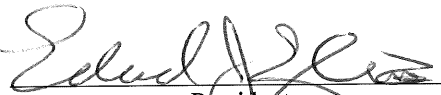
- I. This Agreement shall continue in full force and effect from July 1, 2013 until June 30, 2016.
- II.
  1. The Head Start Early Childhood Programs will negotiate wages and benefits on yearly basis. Negotiations will commence no later than January for wages for the following school year.
  2. It is agreed the grant and negotiations process will be:
    - a. The grant process will begin at least sixty (60) days before the grant proposal is due.
    - b. The parties will commence wage and benefits negotiations for Head Start Early Childhood Programs for the following year in January.
    - c. The ratified agreement for wages will be used by the Director of Head Start to be included in the grant proposals for Head Start Early Childhood Programs. The parties acknowledge increases on schedule and step increases are based on funding that is designed for these increases. (i.e., COLA, program quality and program improvement)
    - d. If the grant is not approved as submitted and Head Start Early Childhood Programs receive less than anticipated or actual costs that were projected in the grant are actually higher, adjustments to

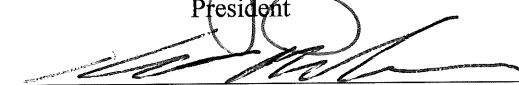
than anticipated or actual costs that were projected in the grant are actually higher, adjustments to the proposed budget will be made. Notice will be given to the Union President/designee of any changes that would impact the employee's wages and/or benefits. Such changes will be negotiated with the Union.

- e. Ratified wages and benefits discussions may be discussed as part of the grant committee process, but are mandatory subjects of bargaining and subject to the collective bargaining process.
- f. If excess funding is available and/or the program(s) are fully enrolled, the Board and the Union will negotiate possible improvements prior to April 1<sup>st</sup>.

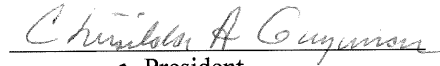
III. Emergency Financial Manager: An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

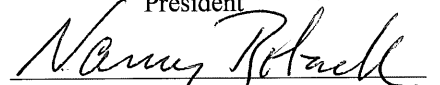
ADRIAN BOARD OF EDUCATION

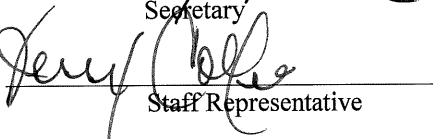
By:   
President

By:   
Superintendent

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES

By:   
President

By:   
Secretary

By:   
Staff Representative

## APPENDIX A

### Head Start and School Readiness Hourly Wage Schedule

July 1, 2013 – June 30, 2014

STEPS IN PROGRAM	Family Support Coordinator - 230				Family Support Coordinator - 250		
	Clerk	No Degree	Bachelors	Masters	No Degree	Bachelors	Masters
1	\$9.40	\$27,742.00	\$31,422.00	\$34,182.00	\$30,154.00	\$34,154.00	\$37,154.00
2	\$9.68	\$28,574.00	\$32,254.00	\$35,014.00	\$31,059.00	\$35,059.00	\$38,059.00
3	\$9.97	\$29,431.00	\$33,111.00	\$35,871.00	\$31,991.00	\$35,991.00	\$38,991.00
4	\$10.27	\$30,314.00	\$33,994.00	\$36,754.00	\$32,951.00	\$36,951.00	\$39,951.00
5	\$10.58	\$31,223.00	\$34,903.00	\$37,663.00	\$33,940.00	\$37,940.00	\$40,940.00
6	\$10.90	\$32,160.00	\$35,840.00	\$38,600.00	\$34,958.00	\$38,958.00	\$41,958.00
7	\$11.22	\$33,125.00	\$36,805.00	\$39,565.00	\$36,007.00	\$40,007.00	\$43,007.00
8	\$11.56	\$34,119.00	\$37,799.00	\$40,559.00	\$37,087.00	\$41,087.00	\$44,087.00
9	\$11.91	\$35,143.00	\$38,823.00	\$41,583.00	\$38,200.00	\$42,200.00	\$45,200.00
10	\$12.26	\$36,197.00	\$39,877.00	\$42,637.00	\$39,346.00	\$43,346.00	\$46,346.00
11	\$12.63	\$37,283.00	\$40,963.00	\$43,723.00	\$40,526.00	\$44,526.00	\$47,526.00
12	\$13.01	\$38,401.00	\$42,081.00	\$44,841.00	\$41,742.00	\$45,742.00	\$48,742.00
13	\$13.40	\$39,553.00	\$43,233.00	\$45,993.00	\$42,994.00	\$46,994.00	\$49,994.00
14	\$13.80	\$40,740.00	\$44,420.00	\$47,180.00	\$44,284.00	\$48,284.00	\$51,284.00
15	\$14.22	\$41,962.00	\$45,642.00	\$48,402.00	\$45,613.00	\$49,613.00	\$52,613.00

Step Increases

Step increases occur annually on July 1<sup>st</sup>, except where to provide such increases would violate the provisions of section 15b of the Public Employment Relations Act.

Additional Pay for Education – applicable to Clerk classification.

Staff that earn a bachelors degree in a field related to their work, an additional \$2.00 per hour will be paid to that individual.

Staff that earn a masters degree in a field related to their work, an additional \$1.50 per hour will be paid to that individual.

**Adrian Public Schools & American Federation of State, County, and Municipal Employees (AFSCME)**

**Grievance Form**

Grievance No. \_\_\_\_\_

Name of Immediate Supervisor: \_\_\_\_\_

Date of Oral Discussion with Immediate Supervisor (if appropriate): \_\_\_\_\_

Date filed in writing: \_\_\_\_\_

Date of Cause of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

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\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant(s) or Union Representative: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**STEP ONE**

Date of AFSCME Representative/Director Meeting to discuss Grievance: \_\_\_\_\_

Date of Supervisor's/Manager's/Director's Written Response: \_\_\_\_\_

Supervisor's/Manager's/Director's Written Response to Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Director of Head Start and School Readiness \_\_\_\_\_ Date \_\_\_\_\_

**STEP TWO**

Date Appealed to Superintendent: \_\_\_\_\_

Date of AFSCME Representative/Superintendent Meeting to discuss Grievance: \_\_\_\_\_

Date of Superintendent's Written Response: \_\_\_\_\_

Superintendent's Written Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP THREE**

Date Appealed to Board of Education: \_\_\_\_\_ Date of Board meeting to discuss Grievance: \_\_\_\_\_

Date of Board's Written Response: \_\_\_\_\_

Board of Education's Written Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board of Education President \_\_\_\_\_ Date \_\_\_\_\_

**STEP FOUR**

Date of Union's Decision to Arbitrate: \_\_\_\_\_

Name of Arbitrator: \_\_\_\_\_

Date(s) of Arbitration Hearing: \_\_\_\_\_

Date of Arbitrator's Decision: \_\_\_\_\_

Summary of Arbitration Award: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Special Pay Deferral Plan**

The amounts payable under the Special Pay Deferral Plan shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided through MEA-FS, except that no contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code. Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district. Employees shall have no cash option to this employer 403(b) contribution.

The 403(b) policy [and the 403(b) plan document, if any] of this school district shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowed by the Internal Revenue Code.



## LETTER OF AGREEMENT

This Letter of Agreement is entered into between the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, (the "Union") and the School District of the City of Adrian, Michigan (the "District").

Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Union agree as follows:

1. The Union acknowledges that the District has elected to become a member of a Health Plan Purchasing Consortium (the "Consortium") as authorized under Section 5(3) of the Public Employee Health Benefit Act, and as further authorized under the provisions of the Revised School Code.
2. The parties further recognize and acknowledge that insurance benefits, policy specifications, coverages and the allocation of premium responsibility for employee benefit plans are subject to a bargaining duty under the Public Employment Relations Act.
3. The District and the Union acknowledge that employee benefit *plans* or products will be made available to eligible Union bargaining unit members through the District's participation in the Health Plan Purchasing Consortium. The District and the Union have agreed that Union bargaining unit members will be allowed to enroll in those plans effective July 1, 2013 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Union bargaining unit members on that date.

Further, the District and the Union acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same vendor selected to provide benefit plans or products through the Consortium. Alternative plans will be reviewed and identified by a committee of no less than six (6) persons and not more than ten (10) to be equally appointed by the ISD Superintendent and the participating bargaining unit. The committee may meet at the request of either party. The District and the Union agree that Union bargaining unit members who are otherwise eligible to enroll in benefit plans or products through the Consortium shall have access to these alternatives, which are recognized by the parties to be instrumental in both stabilizing insurance costs and in structuring insurance products to meet the needs of those enrolled.

4. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Union. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Union, to the extent of any such conflict or inconsistency.
5. The parties further voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning July 1, 2013 and concluding on December 31, 2015 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefit plans through the Consortium. Further, the District and the Union agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications and coverage's of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement. However, these limitations shall not apply to the offering of alternative plan structures through the initially selected vendor, as is specified in paragraph 3 of this Letter of Agreement.
6. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Union to negotiate over allocation of premium responsibility between the District and enrolled Union bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled. Further, nothing in this Letter of Agreement constitutes a limitation on the

obligation of the District to comply with those provisions of state or federal law that may require a specified level of employee premium contribution for enrollment in any employee benefit plans.

7. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependants, if applicable) to enroll in an employee benefit plan or program, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Union and are not intended to be altered or modified by the terms of this Letter of Agreement.
8. Any disputes over the interpretation, application or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Union.
9. By entering into this Letter of Agreement, neither the District nor the Union amend, modify, waive, or qualify any other provisions, conditions, rights or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified or relinquished herein.
10. This Letter of Agreement shall become effective July 1, 2013 and shall expire on December 31, 2015, subject to the post-expiration obligations specified in paragraph 4 of this document.

Adrian Public School District  
of Adrian, Michigan (the Board)

American Federation of State, County and of the City  
Municipal Employees (AFSCME),  
AFL-CIO (the Union)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

LETTER OF AGREEMENT

This agreement is entered into this 24th day of June, 2013 by and between American Federation of State, County and Municipal Employees (AFSCME), and the Adrian Public Schools and its' Head Start Early Childhood Programs (the Board).

Whereas the Union and the Board agree to:

1. Add one additional leave day to all employees for the 2013-14 school year only.

This Letter of Agreement will end June 30, 2014.

This is non-precedent setting.

\_\_\_\_\_  
Alice Chamberlain  
Adrian Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Bull  
Adrian Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Collie  
American Federation of State, County  
and Municipal Employees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Guzman  
American Federation of State, County  
and Municipal Employees

\_\_\_\_\_  
Date

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