

COLLECTIVE BARGAINING AGREEMENT

The Public Schools of the City of Ann Arbor, Michigan, hereinafter referred to as the "Employer", and Local #1182, Michigan Council 25, American Federation of State, County and Municipal employees, AFL-CIO, hereinafter referred to as the "Union" hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

Section 1

It is the general purpose of this Agreement to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee, the Union, and the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees. All parties to this Agreement recognize and subscribe to the principle that the interests of the students and the citizens in the District of the Employer are significant, and neither the Employer nor the employees can maintain community respect in the absence of excellent and dependable service.

Section 2

It is mutually agreed and understood that this contract shall require the appropriate ratification of each party and the signed approval of the Executive Board of Local #1182, Michigan Council 25, American Federation of State, County, and Municipal employees, AFL-CIO, and the Board of Education of the Public Schools of the City of Ann Arbor, Michigan, parties to this Agreement, in order to be binding upon the Union and the Employer.

ARTICLE 2

RECOGNITION

Pursuant to and in accordance with all applicable provisions of law, including Act 366 of Michigan Public Acts of 1947 as amended, up to and including Act 379 of the Public Acts of 1965, and Act 176 of Michigan Public Acts of 1939 as amended, up to and including Public Act 282 of 1965, the Employer does hereby recognize Local #1182, Michigan Council 25 American Federation of State, County, and Municipal employees, AFL-CIO, as the exclusive collective bargaining representative relative to rates of pay, wages, hours of employment, and other conditions of employment for all regular full-time and regular part-time employees of the Employer in the following Bargaining Unit: All Custodial, Maintenance, and Delivery employees exclusive of the Custodian Supervisor, Transportation Supervisor, Assistant Transportation Supervisor, Dispatcher, Maintenance Supervisor, all seasonal and temporary employees, and all other employees of the Employer.

ARTICLE 3

NO DISCRIMINATION

Employees will not be discriminated against on the basis of race, creed, color, sex, national origin, age, or handicap nor shall an employee be discriminated against for union activity.

ARTICLE 4

AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for employees in the bargaining unit or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 5

UNION SECURITY

Section 1 - Membership

- A. All employees covered by this Agreement shall, as a condition of employment, upon the signing of this Agreement or the completion of thirty (30) days employment, whichever is later, select one of the following options:
- 1) Sign and deliver to the Employer a form authorizing regular, periodic monthly dues uniformly required for membership in the Union and such authorization shall continue in effect from year to year unless revoked in writing; or
 - 2) Execute an authorization to pay a service fee to the Union. The service fee shall not exceed the amount of Union dues and assessments collected from Union members.
- B. In the event an employee covered by this Agreement fails to authorize or cause to be paid the required amount, and in the event said amount remains unpaid for a period of sixty (60) days, the Employer shall terminate said employee.

Section 2 – Deductions for Dues and Service Fees

- A. During the term of this Agreement, the Employer will deduct current Union membership dues from the pay of each employee in the bargaining unit who is a member of the Union at the time this Agreement becomes effective, or union initiation fees and current Union membership dues from the pay of each employee in the bargaining unit who becomes a member of the Union after this Agreement becomes effective, or a service fee from the pay of those employees who do not join the Union, provided that at the time of such deduction the Employer has an appropriately completed outstanding written authorization therefore from the employee.

B. Deductions under each properly executed authorization shall become effective with the first pay period of the month after the month in which the authorization is received by the Employer, and shall be made from the first pay period of each month thereafter. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. The aggregate deductions for Union fees and dues of all employees authorizing the same shall be remitted to Council 25. All remittances shall be made within ten (10) days after the deductions are made. An itemized statement of all deductions for fees and dues shall be furnished to Council 25 with each remittance.

C. The Employer will deduct in any month only the Union membership dues and fees becoming due in such month.

D. Any dispute arising as to whether or not an employee has become a member of the Union, or is continuing membership in the Union, shall be subject to the Grievance Procedure.

E. If any fees or dues shall be deducted from the pay of any employee and paid to the Union and the employee does not owe such fee or dues, the Union shall refund such fees or dues. The Employer shall not be liable for any refund of fees or dues.

Section 3 - Revocation of Payroll Deduction Authorizations

Payroll deduction authorizations shall be revocable only by signed authorization. The Employer shall notify the Union in writing of any revocation following the end of the month in which the revocation occurred.

Section 4 - Indemnification

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 6

MANAGEMENT'S RIGHTS

Section 1

Except as specifically limited in this Agreement, the Employer retains the sole right to manage its business, including the right:

- A. To decide the number and location of its schools and other buildings and program areas (Establishments) and to open new ones and close or discontinue existing ones;
- B. To determine, from time to time, the educational, recreational, and other programs, and the equipment and supplies for each Establishment;
- C. To set, from time to time, the opening and closing days and hours of each Establishment and, correspondingly, the beginning and end of the regular shift of employees working at such Establishment;
- D. To maintain order and efficiency and schedule the work of employees at each Establishment ;
- E. To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge, or otherwise discipline employees;
- F. To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced workers;
- G. To employ seasonal employees as the work to be done may require, provided the regular time of employees in the bargaining unit is not adversely affected. Seasonal employment shall be defined as employment designed to terminate within ninety (90) calendar days;
- H. To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety and efficiency and, after notice to the Union and the employees, to require compliance therewith;
- I. To assign overtime and, in emergencies, to call employees to work prior to their regularly scheduled starting time or to require work during normally scheduled rest, lunch, holiday, or other time-off times;
- J. To assign employees temporarily to work outside of their normal job classifications.

Section 2

Any dispute as to whether the Employer, in exercising the above rights, has violated any of the provisions of this Agreement shall be subject to the Grievance Procedure.

ARTICLE 7

UNION REPRESENTATION

Section 1 – Appointment of Stewards

There shall be a Steward or Alternate Steward, who may be appointed by the President of the Union, to represent employees on the basis of one (1) Steward or Alternate Steward for each shift for the Junior High Schools, the Senior High Schools, the Elementary Schools, and Maintenance/Grounds personnel.

Section 2 – Steward Release Time

Subject to the provisions of Article 9, a Steward may take up grievances and investigate grievances at any time without loss of pay, provided he/she first checks out with his/her immediate supervisor and the supervisor makes sure that a replacement is on the way or will be there to take his/her place. The Steward shall then go immediately to the location where the grievance has been initiated, notify the supervisor of that location of his/her purpose in being there, investigate the grievance and then return immediately to his/her job and notify his/her supervisor that he/she is back. Whenever possible this released time shall occur between 2:00 p.m. and 4:00 p.m.

Section 3 – Committee Membership

The negotiating and/or grievance committee for the Union shall consist of five (5) members, including the President of the Local Union and the Chief Steward of the Local Union. Employees on such committee shall not lose pay if they meet with the Employer during their regular working hours.

Section 4 – Special Conferences

Special conferences for important matters will be arranged between the President of the Local Union and the Employer upon the request of either party. Such meeting shall be between not more than five (5) representatives of the Employer and not more than five (5) representatives of the Union. A representative of Council 25 and a representative of the International Union may also attend. Arrangements for any special conference shall be made in advance, and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in any special conference shall be confined to those included in the agenda. Employees attending a special conference in an official capacity shall not lose pay for such attendance during their regular working hours. The Union representatives may meet at a place designated by the Employer on the employee's property for at least one-half (1/2) hour immediately preceding a special conference.

Section 5 – Time Off for Union Activities

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided 48 hours written notice is given to the Employer by the Union specifying the length of time off. The number of employees granted such time off shall not exceed two (2) employees on the same date and time, except as otherwise approved by the Employer in appropriate circumstances.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Grievance Procedures

Any grievance which may arise between the parties, with respect to the application, meaning, or interpretation of this Agreement, shall be settled in the following manner (time limits being extendable by mutual agreement);

Step 1. The appropriate Steward, with or without the aggrieved employee, shall take up the grievance informally with the appropriate Crew Chief (or, in cases where there is no Crew Chief, his/her Supervisor) within ten (10) days of the date that either the Steward or the employee first learned, or should have reasonably learned of its occurrence. If the grievance cannot be settled informally it shall, within the ten (10) days above cited, be reduced to writing on the form agreed to between the Union and the Employer and a copy forwarded simultaneously to the Supervisor of Environmental Services, Director of Transportation or Executive Director of Physical Properties, and the Office of Administrative Services. The Crew Chief or Supervisor shall respond in writing to the Union Chief Steward within five (5) working days thereafter.

Step 2. If the grievance has not been settled it shall, within seven (7) days after the Step 1 response is due, be appealed in writing to the Supervisor. A hearing shall then be arranged by the Supervisor between the President of the Local Union, and/or the Chief Steward and the grievant. The Supervisor shall offer a hearing date to the Union within twenty (20) work days of receipt of the grievance appeal. The written response of the Supervisor shall be sent to the Union President within seven (7) days of the Step 2 hearing.

Step 3. If the grievance has not been settled, it shall, within seven (7) days after the response of the Supervisor is due, be appealed in writing to the Executive Director of Physical Properties. A hearing shall then be arranged by the Supervisor between the Executive Director of Physical Properties, and the President of the Local Union, the Chief Steward and, at the option of the Union, a representative of Council 25. The written response of the Director shall be sent to the Union President within two (2) weeks of the Step 3 hearing.

Step 4. If the grievance has not been settled, it shall, within seven (7) days after the response of the Director of Facilities and Systems is due, be appealed in writing to the Office of Administrative Services. A hearing shall be arranged between the Superintendent's designee and the President of the Local Union, the Chief Steward and, at the option of the Union, a representative of Council 25. The written response of the Superintendent's designee shall be sent to the Union President within two (2) weeks of the Step 4 hearing.

Step 5. If the grievance has not been settled, it shall either: a) be taken up in writing by the President of the Local Union, the Chief Steward and a representative of Council 25 or the International Union and the rest of the Grievance Committee, with the School Board or the Labor Committee of the School Board within thirty (30) days after the response of the Superintendent's designee is due (with the response of the School Board or its Labor Committee to be forwarded in writing to the President of the Local Union within thirty (30) days thereafter); or b) within thirty (30) days after the reply of the Superintendent's designee is due, by written notice to the Superintendent's designee, be appealed to arbitration, with or without, at the option of the Union, mediation intervening. If the Union elects appeal to the Board ("a" above), it may not elect appeal to arbitration ("b" above), and the decision of the Board shall be deemed final.

Section 2 – Arbitration Procedures

Arbitration under Step 5 of the Grievance Procedure shall be conducted as follows:

- A. The Arbitrator shall be selected, if possible, by mutual agreement of the Union and the Employer within thirty (30) days after the request for arbitration has been given. This period may be extended by mutual agreement. If the parties cannot agree upon an Arbitrator, the Michigan Employment Relations Commission shall be requested by both

parties to provide a panel of five (5) prospective arbitrators. Within seven (7) days after such a panel is provided, the party requesting arbitration shall strike one (1) name from the panel; the other party shall then strike another name; the first party shall then strike another name, and so forth until only one (1) name remains and the remaining panel member shall be the Arbitrator.

- B. Except as otherwise provided herein, the labor arbitration rules of the American Arbitration Association shall govern all arbitration proceedings under this Agreement.
- C. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Union and the Employer. However, each party shall be responsible for compensating its own representatives and witnesses and preparing its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made at its own expense, provided it makes a copy thereof available without charge to the other party and to the Arbitrator.
- D. The arbitrator's ruling, when rendered in accordance with his or her jurisdiction and authority and the terms of this Agreement, shall be final and binding upon the Employer, the Union and the employees involved, and shall not be subject to further review.

Section 3 – Failure to Meet Timelines

Any grievance not taken up at Step 1 of the Grievance Procedure within the time specified in Section 1 of this Article VIII shall be deemed settled upon the basis of the action taken by the Employer. Any decision at any Step of the Grievance Procedure that is not timely appealed to the next step of the Grievance Procedure (including request for arbitration) shall be deemed settled on the basis of such decision.

Section 4 – Grievance Settlements

Any grievance settled at any Step of the Grievance Procedure shall be deemed final and binding on the Union, the Employer and the employee(s) involved and not subject to further review. All proposed grievance settlements at any level of the grievance process must have the concurrence of the Superintendent's designee.

Section 5 - Withdrawing a Grievance

A grievance may be withdrawn after taken up, but before response, at any Step of the Grievance Procedure without prejudice and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where several grievances involve a similar issue, one or more may be withdrawn, without prejudice, pending the disposition of a representative case, and may be reinstated within one (1) month after such disposition. In such event, the withdrawal without prejudice will not affect financial liability.

Section 6 – Settlement for Back Wages

In the event a grievance is upheld, no claim for back wages based thereon shall exceed the amount of wages the employee would have earned at his/her regular rate of pay except for such grievance, less any unemployment compensation (except to the extent it must be repaid to the State) and any compensation for personal services received from any source during the period of back pay.

Section 7 – Right to Take Grievances Directly to Employer

The foregoing sections of this Article 9 shall not prejudice the right of an employee to take up a grievance directly with the Employer in accordance with and subject to the conditions and limitations provided by applicable state laws.

Section 8 – Definition of Days

All days herein shall refer to work days, excluding Saturdays, Sundays and holidays.

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1 – Right to Grieve

Any disciplinary action imposed by the Employer upon an employee in the Bargaining Unit may be processed as a grievance. If such disciplinary action includes suspension or discharge, the grievance may be commenced at Step 3 of the Grievance Procedure. A written copy of any disciplinary action shall be furnished to the employee, and the Chief Steward and President of the Local Union.

Section 2 – Non Attendance Just Cause

The Employer agrees that seniority employees shall be disciplined only for just cause. For purposes of this Agreement, just cause shall include but not be limited to:

- A. Failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this Agreement;
- B. Failure to comply with established work rules and standards;
- C. Unprofessional Conduct- as defined in Section 1230b of the Revised School Code, meaning one or more acts of misconduct; one or more acts of immorality, moral turpitude, or inappropriate behavior involving a minor; or commission of a crime involving a minor.
- D. Insubordination;
- E. Interference with the performance of assigned work by another employee of the Employer, including but not limited to physical or sexual harassment;
- F. Behaving in a threatening manner on the Employer's property;
- G. Using or being under the influence of illegal drugs or alcohol on the job or on the Employer's property;
- H. Possessing a weapon on the Employer's property;
- I. Theft of school or personal property from the Employer's property;
- J. Time card fraud .(Any other means used by the district to record time)

Section 3- Attendance

- A. Continued or repeated tardiness or absenteeism, or a pattern of tardiness or absenteeism, including absence beyond allowable sick leave or approved leave of absence;
- B. The use of more than eight (8) sick days in any fiscal year (if available)
All absences (except those taken under an approved FMLA leave) shall be included in the first eight (8) days. Any five(5) day absence or greater certified by a health care provider will be accepted as a one day occurrence toward discipline and evaluation. Beginning with the 9th day, absences taken under an FMLA leave or otherwise certified by a healthcare provider, will not be subject to the progressive discipline outlined above. The healthcare provider's certification must be presented to the employee's supervisor or the Human Resource Services Office on the day he/she returns to work. Falsification of said certification shall result in immediate dismissal.
- C. An employee who exhausts his/her earned available time sick leave may request an unpaid medical leave pursuant to Article 20. If the employee is not on an authorized unpaid medical leave, he/she will be subject to progressive discipline.

Section 4 - Progressive Discipline

No seniority employee will be disciplined for violations of items A, B and C of Section 2 of this Article 9, unless he/she has first been warned in writing that discipline may result from such cause.

Violations of items C, D, E, or F may result in immediate suspension or dismissal, depending on the severity of the conduct. In imposing discipline under items C, D, E, and F, the Employer may take into account any and all prior discipline.

Violations of items G, H, I, or J may, at the discretion of the Employer, result in immediate dismissal.

The path for progressive discipline shall be as follows:

- Verbal Written Warning (followed with written evidence of verbal warning)
- Written Reprimand
- Suspension (1-day)
- Suspension (3 day)
- Termination

Prior discipline will not be considered in a subsequent disciplinary event if it is more than 12 months old.

It is understood however that nothing herein is intended to prevent administration and/or supervision from taking immediate disciplinary action for serious offenses subject to the grievance procedure.

Disciplinary paths shall not be combined. When discipline is necessary, each disciplinary path shall stand alone for purpose of enforcement and recording.

Nothing in this Article 9, Section 3 will prevent the Employer from taking immediate action in unusual or severe situations.

Section 5 – Physical Incapacity

If a seniority employee is physically incapable of performing work assigned or of meeting work standards, the Union and the Employer, in a Special Conference held pursuant to Section 4 of Article 7, will attempt to provide the employee, subject to the seniority provisions of this

Agreement, with an opportunity to transfer to an assignment he/she is physically capable of performing in accordance with work standards.

Section 6 – Discharge without Just Cause

Any seniority employee found to be suspended or discharged without just cause shall be reinstated with full compensation for all time lost, subject to the limitations of Section 6 of Article 8, and with full restoration of all other rights and conditions of employment.

ARTICLE 10

SENIORITY

Section 1 – Probationary Period

Each new hire for a regular job in the Bargaining Unit shall be placed on probation for a period of twelve months (not counting leaves of absence); after that, if retained, he/she shall be placed on the seniority list. Probationary employees shall not receive insurance or hospitalization contributions from the Employer until they have been completed (90) days of work; however, they will be allowed to build up sick leave from date of hire. Less than twelve (12) months employees shall serve a probationary period of twelve months exclusive of periods for which they are not under contract.

Past practice of paying holidays for probationary Employees shall continue. Classification 1 part-time employees are not eligible for holiday pay.

The Employer may discharge or transfer probationary employees at any time during the probationary period.

Section 2 - Granting Seniority

Upon successful completion of probation, an employee shall be granted seniority within the Bargaining Unit, which shall date from his or her last date of hire or transfer into the Bargaining Unit. Upon reasonable request, a copy of the seniority list will be provided to the Union.

For classification 1 part-time employees where the 12 qualifying months are not consecutive, the seniority date shall be calculated as one year prior to the successful completion of probation.

Section 3 – Loss of Seniority

Seniority shall be lost if an employee quits or is discharged and the discharge is not reversed through the Grievance Procedure.

An employee's seniority shall not be lost because of an absence due to illness, authorized leave of absence or temporary layoff.

Section 4 – Return to Bargaining Unit

Any employee transferring out of the Bargaining Unit but remaining in the employ of the Employer shall retain his/her seniority rights, with no accumulation of seniority during the period of such employment out of the Bargaining Unit. He/she may return, at any time during employment with the Employer, if a vacancy exists in a custodial classification or to a vacant position if no members of the Unit bid on such vacancy.

ARTICLE 11

LAYOFFS

Section 1 - Definition

The word layoff means loss of employment for a bargaining unit member as a result of a reduction in the working force. The Employer will determine which position(s) will be eliminated.

Section 2 – Order of Layoff

Whenever a layoff occurs, seasonal and temporary employees within the affected classification shall first be laid off, probationary employees within the affected classification will be laid off next, and then seniority employees within the affected classification will be laid off in accordance with their seniority in the Bargaining Unit. A more senior employee may bump a less senior employee, a probationary employee, or a temporary employee, in the same pay grade or below, provided the senior employee is qualified to perform the available work. Disposition of such cases will be a proper matter for Special Conferences, and if not resolved by Conference, shall then be subject to Step 5 (arbitration) of the Grievance Procedure.

Section 3 – Union Representatives and Layoff

The local officers, the Union Committee, the Chief Steward and the Union Stewards shall not be laid off as long as there is work they can perform acceptably irrespective of seniority. The assignment may be outside of their classification.

Section 4 – Notice of Layoff

Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff. The Secretary and the President of the Local Union shall be given a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 5 – Recall from Layoff

Recall from layoff shall be in inverse order of layoff. Exceptions may be made on the same basis, subject to the same procedure, as in the case of a layoff. Failure of an employee to report back to work within five working days of attempted delivery of the recall notice will result in loss of seniority and termination of employment. Exceptions may be made by the Superintendent's designee.

ARTICLE 12

VACANCIES

Section 1 – Job Postings and Applications

All job vacancies will be posted for a period of five (5) working days in a conspicuous place in each building and a copy of the posting furnished to the Local President and Chief Steward. Each posting shall set forth the minimum requirements of the position. Interested employees shall apply within the five (5) working day posting period. When a job vacancy is posted, it is the intention of the Board to award the position within thirty (30) work days from the expiration of the posting. If the position is not to be filled after it is posted, the Union shall be notified by the Departmental Director.

To be eligible for consideration for a vacancy, an employee must:

- 1) Possess all of the minimum qualifications for the position as outlined in the posting, and
- 2) have a satisfactory attendance record,¹ and
- 3) have an average rating of 3 or better on his/her last evaluation, and
- 4) pass a proficiency examination for the position if required on the job posting, and
- 5) have been in his/her current position for a minimum of three (3) months beyond the 180 calendar day trial period, and
- 6) not have received a suspension without pay for disciplinary reasons during the previous 12 months.

Section 2 – Candidate Selection

With the exception of custodial (classification 2) position vacancies, the most qualified candidate shall be selected for the vacancy. If the two (2) most qualified candidates are equal in qualifications, the most senior of the two shall be selected for the vacancy. Custodial (classification 2) position vacancies shall be awarded to the most senior qualified applicant.

In the event the most senior applicant who meets the minimum qualifications for the vacancy is not selected, notice and reasons for denial shall be given in writing to such employee and his/her Steward.

If no employee applies for an available position, or if none of those applying are qualified according to Article 12, Section 1, or if all those granted a trial period vacate the position or are removed from the position by the Employer, the Employer may hire a new employee for the position from outside the bargaining unit.

Section 3 – Trial Period

The selected employee applying for the vacancy shall be granted up to a one hundred eighty (180) calendar day trial period to determine his/her ability to perform the job.

During the trial period, the employee will receive the rate of pay of the job he/she is performing.

If at any time during the one hundred eighty (180) calendar day trial period, the Employer determines the employee's work to be unsatisfactory or the employee desires to return to his/her former classification, the employee shall be returned to his/her former classification.

¹ A satisfactory attendance record for this purpose shall be defined as: 1) an attendance rating of 3 or better on the last evaluation, and 2) no written reprimands on file related to attendance and/or tardiness for the preceding twelve (12) months.

Notice and reasons for removal from the position by the Employer shall be given in writing to the employee, his/her Steward, and the Union.

Upon successful completion of his/her trial period, the employee may not apply for a posted vacancy for another six (6) months. However this shall not prevent an employee from applying for a position in a higher paying classification.

Section 4 – Filling a Vacancy on a Temporary Basis

At any time that a position is not filled pursuant to the foregoing Sections of this Article 12, the Employer may fill the same on a temporary basis, either by assigning an employee of its selection to such position or by hiring a new person for such position. Such temporary appointment shall be without prejudice to the rights of employees to apply for the position pursuant to this Article 12. Nine positions will be kept permanent vacant and filled with AFSCME subs working full time without benefits.

Section 5 - Involuntary Transfers between Classification

Involuntary transfer between classifications shall be consummated only for reasons related to the efficient operation of the school plant/program and after consultation with the Employee involved and his/her President and Chief Steward.

ARTICLE 13

WORK SCHEDULES

Section 1 – Standard Work Week

The standard work week for the majority of employees, excluding classification 1 employees, shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive. Exception: Middle Schools and High Schools.

Section 2 – Regular Work Hours

The regular hours of work for each full-time employee, excluding classification 1 employees, and consistent with Section 3 below, shall be eight (8) consecutive hours within any twenty-four (24) hour period.

Classification 1 employees will be assigned as needed to substitute for daily absences of all custodians, to substitute for custodians who are on an approved leave of absence, and to work evenings and weekends which would otherwise be overtime for full time custodians. For purposes of this provision, “custodian” shall refer to all classifications of custodians including Head Custodians. All such assignments shall be at the sole discretion of the Employer.

In the event a Head Custodian is on an approved leave of absence exceeding one week, a full time custodian from the same building will be given the opportunity to substitute for the Head Custodian prior to making the assignment to a classification 1 employee.

Classification 1 employees will provide the Employer with the days of the week and hours of the day that they are able to provide service on a regular basis. Classification 1 employees may be called at any time to substitute for another employee who has not reported to work. In cases of long term assignments, every reasonable effort will be made to notify the substitute within twenty-four (24) hours of the assignment.

Classification 1 employees will not be used to fill full time positions unless that position is currently occupied by an employee on leave (sick, vacation, personal business, or other approved leave), the position is currently vacant and the proper procedures are being taken to fill it, or the position is temporary (less than ninety days of duration).

Section 3 – Shift Designation and Lunch Period

Employees working the first shift shall have a lunch period of one-half (1/2) hour. Employees working the first shift shall not be compensated for their lunch period, provided they are free to leave the location of their work assignment for such lunch period, and provided further that, if they elect to remain at such location for the lunch period, they are not required to work during the same.

Employees working the second or third shift shall have a lunch period of one-half (1/2) hour and be compensated for such period. Any Employee scheduled to start work at or after 12:00 o'clock noon shall be deemed to be on the second shift. Any Employee scheduled to start work at or after 8:00 o'clock P.M. shall be deemed to be on the third shift.

Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 4 – Rest Period

Employees shall be granted a fifteen (15) minute rest period during each consecutive one-half shift and, whenever possible, shall be scheduled at the middle of each such one-half shift.

Section 5 - Cleanup Time

Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work day. Work schedules shall be arranged, and the Employer shall make facilities available, so that Employees may take advantage of this clean-up period.

Section 6 – Work Outside Shift

Any employee called to work outside of his/her regularly scheduled shift shall be guaranteed at least three (3) hours of pay. Scheduled overtime pursuant to Section 8 below shall not be deemed a part of this provision.

Section 7 – Return from Leave

Any employee reporting for work after sick leave, or reporting sooner than originally scheduled after any other approved leave, who does not give the Employer reasonable advance notice thereof, will not be guaranteed any work on the day he/she so reports for work but will be given only such work as can reasonably be scheduled for him/her by the Employer in the circumstances.

Section 8 – Notification of Hours

Except for Substitute Custodians, work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, modification due to elections and in-service, necessary changes in the school day, and changes due to reorganization of work during school vacation periods, work schedules shall not be temporarily changed unless the changes are mutually agreed upon by the Union and the Employer. For the purpose of this paragraph, temporary shall mean 30 days or less.

If the Employer needs to permanently change the shift of a position, the Employer shall first ask for volunteers (capable of performing the work for Classification 13), from within the classification. If there are no volunteers, the least senior employee (capable of performing the work for Classification 13) in the classification shall be assigned to the new shift. Employees assigned to a new shift shall be given at least twenty-one (21) days notice.

The Employer shall make reasonable efforts to notify employees of overtime assignments at least 24 hours before reporting time, if overtime is assigned on days outside of the normal work week.

Section 9 – Alternate Work Week

The Employer may, after consultation with the Union, modify the above provisions to provide for a ten (10) hour day, forty (40) hour week on an experimental basis terminable at the discretion of the Employer.

Section 10 –Special Event Cleaning

Employees working second shift shall be required to do only modified cleaning on the nights of open house and the ice cream social Special Event cleaning shall include emptying waste baskets, cleaning bathrooms, cleaning hallways, removing large items from the classroom floor, and any other activities which time permits.

Section 11- Agreement to meet

The president of the union or his/her designee and management agree to meet monthly as needed.

Section 12- Flexible Work Week

The Board may designate any position as a flexible work week position. Such positions may be scheduled Tuesday through Saturday or Wednesday through Sunday, or some other five consecutive day schedule.

ARTICLE 14

RATES OF PAY

Section 1 – Step Advancement

Regular hourly rates of pay are set forth in Attachment A attached hereto.

Employees shall advance on the schedule effective July 1 of each year until they have reached the maximum. Employees whose date of hire is between July 1 and December 31 shall receive their increment effective the following July 1 and employees hired between January 1 and June 30 shall not receive their increment until one (1) year from the July 1 next following their date of hire.

Classification 1 employees who have seven (7) or more qualifying months in the preceding twelve (12) months shall advance on the schedule effective July 1 of each year until they have reached the maximum. A qualifying month shall be any calendar month in which the employee worked a minimum of eighty (80) hours.

Effective July 1, 2003, all employees then on an increment cycle of January 1, and those employees then on a six (6) month increment cycle, shall be moved to a July 1 yearly increment cycle. This movement shall not place any such employee at a lower rate of pay on June 30, 2004 than would have been realized had such movement not occurred.

For the skilled trades, advancement on the schedule shall be contingent upon satisfactorily demonstrating competence and proficiency equivalent to the proposed advancement. Any denial of advancement shall be submitted to a Board of Review composed of two (2) members of the Union, two (2) members of the Administration and a non-Union person selected by the representatives of the Administration and the Union. Said Board will meet to review the denial and submit to the Director of Capital Planning or Director of Facilities its findings. Lack of concurrence with the denial of advancements may be grounds for processing the dispute through the grievance procedure if the Director of Capital Planning or Director of Facilities declines to reverse the denial.

Section 2 – New or Changed Jobs

When a new or changed job is to be placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate of pay. In the event the Union does not agree with the proposed classification or rate, such matters shall be subject to negotiation.

The establishment of new or changed jobs, of classifications or rates of pay therefore, or of new rates of pay for any purpose shall not be subject to the Grievance Procedure or arbitrations, but shall be subject to negotiation.

Section 3 – Temporary Classification

Employees required to work temporarily in a classification different from their regular classification shall be paid the rate of the higher classification for the period of such temporary assignment. Employees shall be paid according to their experience level in the higher classification.

Section 4

All temporary changes in work shift and classification will first be filled by volunteers, following the seniority list within the department. In the event that no volunteers are available an involuntary assignment will be made from within the department on the basis of inverse seniority. All temporary appointments will be limited to thirty (30) days. After thirty (30) days it will be posted as a temporary position or permanent position.

For the purpose of this section there shall be three (3) departments defined below:

Custodial¹
Maintenance²
Mechanics

Section 5 - Overtime

An employee shall be paid one and one-half (1 1/2) times his/her regular hourly rate for all hours worked in excess of eight (8) hours in one day and/or forty (40) hours in any work week, but shall not be paid twice for the same hours.

An employee shall be paid double time for work performed on the seventh day of his/her work week and double time for all work performed on holidays in addition to his/her holiday pay.

When overtime is available within a building/department, the Employer may employ non-bargaining unit workers for Saturday and Sunday work to open a building or to be available to the group using the building. Bargaining unit members shall be used to clean and secure the building at the close of the activity.

Section 6

Work falling within Section 5 of this Article 14 (except "seven-day operations" work) shall, to the extent possible, be distributed equally over each six (6) month period among employees within the same job classification at the same location.

Section 7 – Compensation for Required License

Maintenance personnel who, in order to discharge responsibilities assigned to them by the Employer, are legally required to have proper governmental license (state, county, city, e.g.) and are so licensed, shall receive 10% over their contract stipulated wage base. Effective July 1, 2003, the 10% stipend will be incorporated into the salary schedule.

Section 8- Computation for Vacation/Longevity Increments

The computation for vacation/longevity increments will include time spent on:

¹ Includes all custodial and mail delivery personnel.

² Includes all personnel in the following positions: Painter, Utility, B & G Crew, Carpenter, Drapery, Glazier, Mechanical Maintenance, Electrician, Plumbing, Locksmith, and Laundry.

Sick Leave
Illness in the immediate family
Maternity/paternity leave
Worker's Compensation
Vacation

ARTICLE 15

HOLIDAYS

Section 1 - Designation

The following holidays shall be granted with pay to employees in the Bargaining Unit (including probationary employees) unless school is in session in which case a different day will be arranged as the holiday.

Martin Luther King Day, Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Friday following Thanksgiving Day; the last working day before Christmas; Christmas Day; the last working day before New Year's Day; New Year's Day

Unless otherwise specifically provided for, should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday.

Section 2 – Eligibility for Holiday Pay

An employee shall not be eligible for pay for any holiday or time off on any other day under Section 1 of this Article 15, if:

- A. The employee is a seasonal or part-time employee;
- B. The employee is not on the 12-month employment basis and such day falls within the period not included in the months of employment.
- C. The employee is absent the day before or after the holiday, unless using pre-approved vacation time. (Exceptions may be made in appropriate cases at the discretion of the Employer.)

Section 3 – Compensatory Day

If a holiday, or time off, referred to in Section 1 of this Article 15, falls on an employee's regularly scheduled day off, other than as specifically provided for in said Section 1, or within an employee's scheduled vacation, the employee shall be granted a compensatory day or time off with pay added to the employee's vacation or another day mutually convenient to the employee and the Employer. All compensatory days earned must be used within one (1) fiscal year after they are earned.

Section 4 – Holiday Hours for -Computation

For the purpose of computing overtime hours for the purposes of Section 4 of Article 14, all time-off hours provided for in this Article 15 which both:

- A. Fall within the employee's regularly scheduled work week (other than vacation or leave of absence), and
- B. Are paid for by the Employer,

shall be regarded as hours worked.

For example, if you work on Labor Day, you will receive your holiday time for the first 8 hours plus double time for the first 8 hours worked. Any hours worked after 8 hours is only paid at the double time rate.

If your wage is \$10 per hour, you will receive holiday pay of \$80 plus \$20/hour for each additional hour work. If you work 8 hours on Labor Day you will receive \$80 for holiday pay plus 8 hours at \$20/hour (double time) for a total of \$240.

If you work 12 hours on Labor Day you will receive \$80 for holiday pay plus 12 hours at \$20/hour (double time) for a total of \$320.

ARTICLE 16

MILITARY LEAVE

Section 1 - Reemployment

Any employee who enters into active service in the Armed Forces of the United States shall, upon the termination of such service, be offered reemployment in his/her previous position or in a position of like seniority, status and pay, unless circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred twenty (120) days of termination from such service or within one hundred twenty (120) days of discharge from hospitalization after such termination.

Section 2 – Probationary Employees

A probationary employee who meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces, plus his/her probationary period.

Section 3 – Reserve Force Reimbursement

Any employee who is a member of the Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. During this period he/she will be reimbursed the difference in pay between what he/she earns for such activity and what he/she would have earned working for the Employer, for up to two (2) weeks once a year.

Section 4 – Educational Leave of Absence

An employee who is reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted a leave of absence, without

pay, for a period not to exceed two (2) years to attend school full time under then applicable Federal laws, but such schooling must be applicable to work performed by employees within the Bargaining Unit.

ARTICLE 17

VACATIONS-

Section 1 - Accrual

A. Employees who commenced their employment in the Bargaining Unit and who are on the seniority list shall earn vacations with pay as follows:

1. Those hired after July 1, 2001 will earn 2 weeks of vacation annualized. Each week will be available for use the first week of July each year, but the earned time will accrue at the rate of 3.077 for each two (2) week pay period of employment.
2. Those hired before July 1, 2001 will earn 3 weeks of vacation annualized. Each week will be available for use the first week of July each year, but the earned time will accrue at the rate of 4.615 for each two (2) week pay period of employment.

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B. After the first year for the determination of vacation allowance, the date of seniority shall be considered as the starting date, and anyone hired not later than September 30th of any given year shall be considered as having been hired as of July 1, of that year.

"Earned" shall mean the amount of vacation an employee shall receive for each two (2) week period which may be used following the probationary period.

Section 2

In computing time of employment for the purposes of Section 1 of this Article 17, the following time shall not be counted:

- A. Unpaid sick leave or other leave of absence;
- B. Any month in which the employee received pay for less than a majority of the working days scheduled for the month;

Section 3 - Exclusions

Part-time, seasonal and probationary employees, shall not be entitled to vacations.

Section 4 - Scheduling

A. Custodial/Delivery

The Employer will approve vacation at times least disruptive to the Employer. The employee's vacation time may only be used during periods of non-scheduled instructional time.

(i.e. break periods- summer, winter, mid-winter and spring) when school is not in session. Requests by employees for vacations shall, to the extent they can be granted, be granted in accordance with seniority.

Maintenance and Mechanics

The Employer will approve vacation at times least disruptive to the Employer. The employee's vacation time will be scheduled considering both the wishes of employees and the efficient operation of the Employer's facilities and programs. Requests by employees for vacations shall, to the extent they can be granted, be granted in accordance with seniority.

B. Request for Vacation

Requests for vacation shall be submitted a minimum of five (5) full work days prior to use. Exceptions to the five (5) full work day requirement may be made for emergencies. In cases of such emergencies, it shall be the employee's responsibility to provide the supervisor with documented reason(s) for the leave. There shall be a limit of two (2) emergency requests per year. The supervisor may waive the requirement for documentation if he/she determines such waiver is appropriate. An employee's history of emergency requests may be reason for denial.

Section 5 - Pay for Unused Vacation

Each employee must take his/her vacation within the fiscal year. Any unused vacation time not used within the fiscal year will be frozen and rolled into the employee's vacation bank. If, because of illness or injury or other cause beyond his/her control, an employee cannot take his/her vacation at the time scheduled, the Employer will use all reasonable efforts to reschedule his/her vacation. If the employee's inability to take a vacation continues throughout the year, or his /her vacation cannot be rescheduled within the fiscal year, the employee shall receive pay in lieu of vacation.

Section 6 - Payment upon Separation

If an employee quits with two (2) weeks notice or is laid off or discharged, he/she shall receive pay for the vacation earned for the year of such layoff or discharge. Such payment shall be prorated in accordance with the fraction of the year worked prior to such layoff or discharge. If an employee terminates his/her employment relationship with Ann Arbor Public Schools and has used vacation time that has not been earned, the amount owed will be deducted from the last paycheck and/or those monies must be repaid to the district.

Section 7 - Computation

The computation for vacation increments will include time spent on paid sick leave and vacation.

ARTICLE 18

PAID TIME OFF (PTO days)

All Employees shall receive 12 (twelve) days of Paid Time Off, which can be used for personal business and/or sick time.

Section 1 – Allocation of PTO Days

- A. Each employee who commenced employment prior to July 1, 2003 At the end of each fiscal year unused days shall be reserved to a maximum of two hundred (200) days. Days in this bank shall be available to the employee to use for the serious illness or disability of the employee or his/her immediate family after five (5) consecutive days of absence. If the absence is for the same illness, the five (5) day waiting requirement shall be not apply.
- B. Each employee who commenced employment on or after July 1, 2003, except classification 1 employees, shall receive five (5) sick leave days per fiscal year, at the end of each fiscal year unused days shall be banked to a maximum of one hundred (100) days. Days in this reserve shall be available to the employee to use for the serious illness or disability of the employee or his/her immediate family after five (5) consecutive days of absence. If the absence is for the same illness, the five (5) day waiting requirement shall be not apply.

Section 2 – Rules for Use

- A. Sick leave may be used for personal illness or injury, illness or injury in the immediate family or of persons for whom the employee has direct and continuing responsibility, death of immediate family member, which shall include spouse, father, mother, brother, sister, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and other qualified adult or those who reside at the same address as employee.-
- B. Individuals are responsible to call in all absences from work for illness. Day shift personnel are to call in by 5:30 a.m. and afternoon shift by 1:00 p.m. All employees are required to record an absence for illness on the automated subfinder system at the appropriate number designated by management. Failure to so notify the Employer may result in loss of salary at the rate of time lost and in case of repetition, discharge from employment. Management will inform of changes to phone numbers.
- C. Absences in excess of three (3) consecutive sick days, or eight (8) sick days in any fiscal year, will require the employee to obtain and present such certification from his/her healthcare provider as may reasonably be required by the Employer. (For example, if an employee is absent on Monday and Tuesday but returns on Wednesday, no certification is due. If an employee is Absent Monday, Tuesday and Wednesday and returns on Thursday, employee must have a doctor's note) Similarly, as a condition of restoring an employee from sick leave, the Employer may also require the employee to obtain and present certification from his/her healthcare provider that the employee is able to resume work. In any case in which the Employer has reason to doubt the validity of the healthcare provider's statement or certification the Employer may, at its expense, require a second and third opinions utilizing the procedures set forth under the FMLA to resolve the issue.

Section 3 - Donation of Days

Subject to the approval of the Human Resource Services Office, an employee may give up to ten (10) days per fiscal year to a sick bank in order to assist a bargaining unit member who lacks sufficient leave time (sick, personal business and vacation). Approval to receive donated days will be granted only for serious illness or disability of the employee's immediate family or of persons for whom the employee has direct and continuing responsibility. These days will come from any sick, personal or vacation day bank.

Section 4 – Reimbursement for Unused Days

At the retirement of an employee, or on his/her death, while with the Employer and after ten (10) years of employment with the Employer, remaining accumulated sick leave shall be paid to the employee or his/her estate according to the following schedule. For employees hired on or after July 1, 2003, days held in reserve (Section 1 paragraph B of this Article) shall not be eligible for reimbursement.

<u>Accumulated Sick Leave</u>	<u>Payment</u>
0 - 50	50% of the total number
51 - 100	55% of the total number
101 - 150	65% of the total number
151 - 200	70% of the total number

ARTICLE 19

LEAVES OF ABSENCE

Section 1 – Reasons Granted and Length of Leave

Leaves of absence without pay for a reasonable period, not less than two (2) weeks nor greater than one (1) year, will be granted without loss of seniority for:

- A. Serving in any elected or appointed position, public or Union;
- B. Maternity/Paternity Leave;
- C. Illness (physical or mental) beyond accumulated sick leave;
- D. Prolonged illness in the immediate family or of persons for whom the employee has direct and continuing responsibility beyond accumulated sick leave, provided the Employee submits a request therefore to the Employee's supervisor at least ten (10) days in advance of the date on which such leave is to commence.
- E. Educational purposes as approved by the appropriate supervisors within the division and the Executive Director for Human Resource Services.

Emergency leave without pay may be granted for other reasons through the Departmental Director.

Upon written application for extension, one (1) additional year may be granted.

Section 2 – Return from Unpaid Leave

- A. An employee on an unpaid leave of absence may return to his/her previous position for up to three (3) months, calculated from the date of the first day of the leave.
- B. Unpaid Leaves of Absence in excess of three (3) consecutive months (in which two thirds of the work days of each month are without pay) will result in automatic vacating of position and subsequent posting for bid. Exceptions may be made by the Superintendent's designee. Upon expiration of such leave in excess of three (3) months, the employee will be entitled only to employment as a substitute custodian, but any such employee will thereafter be entitled to appointment to the next vacancy in his/her previous classification for which he/she is qualified for up to one (1) year from the date of return to employment. (However, nothing in this provision, nor in any other provision of this Agreement, shall be construed in such a way as to require the Employer to create an additional position in order to accommodate any employee.)
- C. The failure of an employee to accept a position in his/her classification will result in the employee forfeiting the one year guarantee for the right to return to the classification at the time of the leave.
- D. Nothing in this section, nor in any other provision of this agreement, shall be construed in such a way as to require the employer to create an additional position in order to accommodate any employee.

Section 3 – Return from Paid Leave

- A. An employee on a paid leave of absence and those qualifying and receiving workers compensation may return to his/her previous position for up to six (6) months, calculated from the date of the first day of the leave.

Where appropriate, the Employer may offer bridge assignments to employees recovering from workers' compensation covered injuries. Such assignments shall be in accordance with the provisions of the Michigan Workers' Compensation Act and shall not exceed a maximum period of six (6) months. The assignment shall be in the employee's department if such a position is available.

- B. Paid leaves of absence in excess of six (6) months will result in automatic vacating of the position and subsequent posting for bid. Upon expiration of such leave in excess of six (6) months, the employee will be entitled only to employment as a substitute custodian, but any such employee will thereafter be entitled to the next vacancy in his/her previous classification for which he/she is qualified for up to one (1) year from the date of return to employment. (However, nothing in this provision, nor in any other provision of this agreement, shall be construed in such a way as to require the employer to create an additional position in order to accommodate any employee).
- C. The failure of an employee to accept a position in his/her classification will result in the employee forfeiting the one year guarantee for the right to return to the classification at the time of the leave.
- D. An employee must be off paid leave of absence and /or workers compensation for a period of two years in order to be entitled to the benefits of section A, B, and C above. The vacated position in "B" Above will be posted as per Article 14.
- E. Nothing in this section, nor in any other provision of this agreement, shall be construed in such a way as to require the employer to create an additional position in order to accommodate any employee.

ARTICLE 20

PERSONAL BUSINESS

Section 1 – Notification of Use

Each employee desiring to take allowable days off for personal business or affairs shall submit a written request therefore with his/her immediate supervisor three (3) days in advance of the day requested. In emergencies, verbal requests may be made on shorter notice.

ARTICLE 21

BENEFITS

Section 1 - Insurance Benefits

A. Eligibility

Employees, except classification 1 employees, will become eligible for fringe benefits the first of the month following completion of 90 work days of employment with the Ann Arbor Public Schools in this bargaining unit. Classification 1 employees are not eligible for insurance benefits.

B. Health Care Benefits

The Health Care Insurance provided shall be the **Priority HMO Plan** \$10/40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), \$20 copay for office visits, and \$50 co-pay for emergency room visits.

Each eligible employee may choose to purchase, at his/her own expense, the **Blue Care Network HMO Plan** with a \$10/40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), \$20 co-pay for office visits, and \$50 copay for emergency room visits at a cost **\$45.91 per pay from September-June,**

or the **Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan A** with a \$100/\$200 deductible, \$500/\$1000 stop loss, 90% in network coverage, the preferred \$15/30 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), \$20 copay for office visits, and \$50 co-pay for emergency room visits at a cost of **\$161.90 per pay from September-June,**

or the **Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan B** with no in network deductibles, the preferred \$10/20 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), \$10 co-pay for office visits, and \$50 copay for emergency room visits for a cost of **\$250.36 per pay from September-June,**

or **Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan C** with no \$250/\$500 deductible, \$1000/\$2000 stop loss, 100% in network coverage, the preferred \$10/40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), \$30 co-pay for office visits, and \$100 copay for emergency room visits for a cost of **\$61.36. per pay from September-June.**

The **employee contribution** for all plans will be **\$1000** plus any additional buy up cost as outlined above. The buy up amounts will be adjusted annually based on the rates determined by Blue Care Network and Blue Cross Blue Shield.

Cash-in-Lieu of Medical Coverage

Employees on the active payroll who are covered by a health care plan, other than that of the Ann Arbor Public Schools, and can furnish proof of such coverage, may elect to take an annual \$1200 cash payment, which will be paid in four (4) equal installments (\$300) at the end of each three (3) month period, in lieu of the medical coverage. This cash-in-lieu of plan will only be offered if an additional twenty (20) employees who have health care coverage provided by Ann Arbor Public Schools as of May 28, 2010 elect to opt out and take coverage provided elsewhere.

This program will be offered as a pilot program for the 2010-2011 school year. The option will not be provided subsequent to June 30, 2011 unless both parties agree to continue the benefit.

C. Dental Care Benefits

The Dental Care Insurance provided shall be Employer’s Dental Care Benefits program, in effect as of the date of this Agreement.

D. Life Insurance

The Life Insurance provided shall be \$30,000 of group term life insurance.

E. Premium Proration

The Employer’s and the employee’s respective contributions toward the premium cost of the foregoing coverage shall be as follows:

Regular Hours Worked Per Day/Per Week	Percent of Employer Contribution to Monthly Premium Cost	Percent of Employee Contribution to Monthly Premium Cost
Under 4 hours per day/20 hours per week	Not eligible for coverage	Not eligible for coverage
4 to 6 hours per day/20-30 hours per week	50%	50%
6 – 7 hours per day/30-35 hours per week	75%	25%

Over 7 hours per day and over 35 hours per week	100%	0%
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- F. Double Coverage
Employees, spouses or dependents of employees who are insured with a health or dental insurance plan provided through the Employer of the employee's spouse, are not eligible for coverage under this Agreement. Employees shall be responsible for reimbursing the Employer for any coverage for which they are not eligible.
- G. Enrollment
To qualify for any insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Office.
- H. Limitations on Coverage
All insurance benefits under this Agreement shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan.
- I. Except as otherwise provided under COBRA and the FMLA, an employee's insurance benefits shall terminate on the date the employee goes on an unpaid leave of absence (except as provided for in Section 2 - Paragraph G), terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's health care benefits coverage shall be reinstated commencing with the first month following the employee's return.
- J. An employee who is on layoff, or on unpaid leave of absence other than under FMLA and whose benefits as provided for in Section 2 - Paragraph G have expired, or who terminates, may elect under COBRA to continue eligible coverage herein provided at his/her own expense.
- K. The Employer reserves the right to change the carrier(s), the plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 2 – Other Benefits

- A. Payment of Worker's Compensation coverage;
- B. Subscribing to the State supported pension plan;
- C. Carrying public liability insurance covering employees in the course of their employment;
- D. The Employer shall replace tools, which are broken or worn out in the Employer's service, for mechanics and carpenters when the broken or worn out tool is presented to the Department Head. The district may, at its discretion, provide tools and will determine which tools are required.
- E. The Employer shall continue to pay healthcare insurance premiums after expiration of sick leave accumulation to a maximum of \$3,000 per year for the total unit. The Employer agrees to pay the actual healthcare premiums for such AFSCME personnel who

have exhausted their accumulated sick leave; each such member to have his/her specific premiums paid by the Employer for a maximum of three (3) months; such payments to be made until the total agreed upon amount of \$3,000 for all personnel covered by this Agreement shall be exhausted.

- F. Subject to available space, an employee may enroll on a non-tuition basis in any one (1) established course of his/her choice each year offered by the Employer's Continuing Education Program.
- G. The employer agrees to pay the renewal fee for Chauffeur Licenses for mail drivers and CDL Licenses for mechanics and grounds personnel while they continue in such positions.

ARTICLE 22

UNION BULLETIN BOARDS

Section 1

The Employer shall provide bulletin boards in each of its buildings where employees are employed for use by the Union for posting notices of the following types:

- A. Notice of recreation and social events;
- B. Notices of Union and public elections and of the results of such elections;
- C. Notice of Union Meetings.

Section 2

Such bulletin boards shall not be used for disseminating propaganda or electioneering material or for advertising.

ARTICLE 23

NEW CLASSIFICATIONS AND RATES OF PAY

Section 1

When a new or changed job is to be placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate of pay therefore. In the event the Union does not agree with the proposed classification or rate, such matters shall be subject to negotiation.

Section 2

The establishment of new or changed jobs, of classifications or rates of pay therefore, or of new rates of pay for any purpose shall not be subject to the Grievance Procedure or arbitrations, but shall be subject to negotiation.

ARTICLE 24

HEALTH AND SAFETY

A safety committee shall be established consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Union. This committee shall meet at the request of either party at a mutually agreeable time for the purpose of discussing health and/or safety concerns.

ARTICLE 25

MISCELLANEOUS PROVISIONS

Section 1 – Reporting Absences

Absences which are not confirmed by an absence form may result in a deduct. It shall be the sole responsibility of the employee to report any and all absences.

Section 2 – Inclement Weather

When schools are closed due to inclement weather, employees are required to report to work and shall make every reasonable effort to report to work.

Employees who are required to report to work and are absent due to inclement weather will not be paid but may use any available time that they may have provided the employee has followed the call-in procedure and has made every reasonable effort. Absences due to inclement weather will not result in discipline.

Employees, except classification 1 employees, who report to work will be compensated at their regular rate of pay and then will be given comp-time on a one-to-one ratio. Such comp-time is to be used with the approval of the employee's supervisor.

Employees called in to remove snow outside their normal work shift will receive time-and-one-half for this work. Work performed during their normal work shift shall be paid at straight time.

If the supervisor determines that an employee is no longer able to continue work without rest, either due to the request of the employee or the recommendation of the crew chief, the employee may be sent home and will be compensated for the time missed without use of leave time.

Section 3– Driving Regulations

- A. Failure to immediately report a suspended driver's license shall result in immediate termination.
- B. The Employer shall provide the union with a statement from its insurer setting forth the criteria for insurability under the district's motor vehicle insurance plan (See Appendix B). Such criteria shall not be changed absent prior notice and opportunity being provided to the union to discuss such changes with the Employer. No person shall be permitted to operate an Ann Arbor Public Schools vehicle if that person's driving record fails to meet the requirements for insurance by the Employer's insurance carrier. Employment changes may occur as a result of an employee's driving record and/or inability to be insured through the Employer's insurance carrier. Any individual impacted by this provision will be allowed to assume a vacant custodial position and to be paid at the custodial rate of pay.
- C. Employees are responsible to notify the Employer when ticketed for a moving violation. Following such notification the Employer and Union will offer to meet with the employee to discuss the employee's record in relation to section "A" above. Failure to report a ticket for a moving violation will result in discipline up to and including termination.

Section 4 – DOT Requirements

- A. Should a CDL employee fail a drug test, the employee shall be terminated.
- B. If any time prior to taking a drug test an employee voluntarily admits to drug usage or fails a drug test while attempting to qualify for a medical card, the following shall apply:
 - 1. The employee shall be placed on an unpaid leave of absence for no more than one (1) year.
 - 2. Upon providing the Employer with certification that the employee is drug free, the employee may return under a "last chance" agreement to his/her position if it is within a three (3) month period of the leave of absence. If the employee returns after three months, he/she may return under a "last chance" agreement to the first vacant position for which he/she qualifies. Said employees must remain "drug free" and for one year may be subject to random testing.
 - 3. An employee may only use the voluntary procedure two (2) times. The voluntary procedure may not be used during the one year "drug free" period referenced in paragraph 2 above.
 - 4. If an employee has a false positive, then he/she will be made whole without going through the grievance procedure.

Section 5– New Employee Orientation

The Union and the administration will work cooperatively to provide new employees with orientation and support meetings. The purpose of such meetings will be to provide new employees with an orientation to school district policies, expectations, fringe benefits, Board priorities, use of sick leave, and union orientation.

ARTICLE 26

AFFIRMATIVE ACTION

The parties hereby agree to the concepts included in the Affirmative Action Policy adopted by the Board. However, when a specific provision of the policy conflicts with the Master Agreement, it is agreed that a meeting will be held to resolve the conflict. If no agreement is reached, the Master Agreement will prevail.

ARTICLE 27

DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2010 through June 30, 2012.

In witness whereof, the parties hereto have duly executed this Agreement on the date first above written.

Public Schools of the
City of Ann Arbor
Municipal Employees,

Local #1182, Michigan Council 25
American Federation of State, County and
AFL-CIO.

Deb Mexicotte, Board President

Rick Redding, Union President

Todd Roberts, Superintendent

DeAngelo Malcom, AFSCME Representative

Glenn Nelson, Board Secretary

David Comsa, Chief Negotiator

Date

Date

Appendix A- Compensation

2010-2011- -8% decrease and 46 cents per hour additional decrease for all non-tier two employees.

2011-2012- wage and benefit re-opener
and
Formula Based on

If the non-designated fund balance as determined by the Districts independent auditors is completed and reported to the Board to reflect an increase in excess of 20% of the budget (based upon unexpended funds remaining after all liabilities are covered) and if the official fall 2011-2012 student count (FTE) as verified by the WISD audit reflects an increase in the student count from the official student count (FTE) from the 2010-2011 school year increases to 100 students (FTE) (excluding schools of choice students) the parties will sit down to negotiate a salary increase.

It is understood that once the wages are set by this formula for the 2011-1012 fiscal year the salary will not be further reduced for the 2011-2012 fiscal year.

