

**Tentative Agreement between
Ann Arbor Public Schools
And the AAEA/Office Professionals
June 3, 2019**

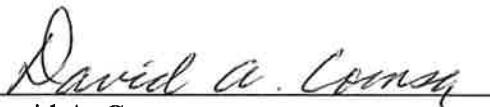
2019-2020

Year 1

- Collective Bargaining Agreement for July 1, 2019 to June 30, 2020
- Martin Luther King Day will be added as a holiday
- Includes updated language as attached on Articles 2, 9, 12, 17, 19, 20, 33, Appendix B
- Financial Opener for Fall 2019
 - Meeting set for October 9, 2019 to discuss benefit options
 - Meeting set for December 2, 2019 to discuss other financials which shall include Articles 13, 29, 22, 24, 33 and Appendices A and B.
- Calendars 2019-2020 to be set

All other provisions of the agreement shall remain in full force and effect as required by law during negotiations and until the agreement is terminated. No step increases or other increases to employee pay raises, compensation, or fringe benefits shall occur after June 30, 2020 unless otherwise agreed

ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

June 3, 2019

Date

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019

Date

TENTATIVE AGREEMENT


ARTICLE 2
RECOGNITION

- A. In accordance with Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, of all regular full-time and regular part-time office professionals working a set schedule from week to week for an unspecified duration. The following are expressly excluded from the bargaining unit:

Executive Assistant to the Superintendent; Executive Secretary to the Board of Education; Executive Secretary to the Deputy Superintendent for Operations; Executive Secretary to the Deputy Superintendent for Instructional Services; Executive Secretary to the Assistant Superintendent for Human Resource and Legal Services; Executive Secretary to Director of Communications; Supervisors; substitutes taking the place of absent bargaining unit members; personnel hired for limited ad hoc purposes as agreed to by the Board of Education and the Union on a case by case basis in special conference; Crew Chiefs; Parent Educators; Accountants; Compliance Officers; Teen Health Center Director; confidential or executive employees as defined by MERC under PERA; temporary employees; casual employees; and all other employees.

- B. This Article is limited strictly to recognition of the Association as required by the provisions of the Michigan Public Employment Relations Act and shall not be interpreted or used to expand the scope of the bargaining unit or to expand the scope of work performed by office professionals represented by the Association under this Agreement.
- C. The Employer agrees not to negotiate with any organization or individual other than the Association for the duration of this Agreement.


ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

June 3, 2019
Date

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019
Date

TENTATIVE AGREEMENT

ARTICLE 9 SENIORITY

Section 1 - Probationary Period

- A. All employees covered by this Agreement, whether or not previously employed by the Employer, shall be on probation for the first calendar year worked, computed from their last date of hire in the bargaining unit.
- B. Probationary employees shall be entitled to insurance benefits the first day of the month following the date of hire and all sick leave, vacation, and personal business provided by the provisions of this Agreement after 90 calendar days of employment.
- C. Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the probationary period, an employee shall be entered on the seniority list retroactive to his/her last date of hire in the bargaining unit. This seniority date shall be subject to other provisions in the Agreement.
- D. Probationary employees may be dismissed during the first ninety (90) calendar days of the probationary period at the Employer's sole and exclusive discretion. The Employer's action with respect to such probationary employees shall not be subject to the grievance and arbitration procedure in this Agreement.
- E. Probationary employees may be dismissed for unsatisfactory performance after the first ninety (90) calendar days of employment through the end of the probationary period at the Employer's sole and exclusive discretion, subject to the evaluation process in Article 16 Section 3. The Employer's action with respect to the process and timelines outlined in Article 16 Section 3 shall be subject to the grievance and arbitration procedure. The contents of the evaluation, the provisions of the Plan for Improvement and the Employer's recommendation regarding discontinuation of employment for unsatisfactory performance shall not be subject to the grievance and arbitration procedure.

Section 2 - Granting Seniority

- A. 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 Association.
- B. For current teacher clerks in hybrid positions, those who are teacher clerks who simultaneously hold another position in the bargaining unit, their seniority date shall remain the date from their non-teacher clerk position. For the purpose of salary schedule placement for their teacher clerk position, these employees will be placed on Step 1 of Classification B, 10+ month, on Appendix A1.

TENTATIVE AGREEMENT

ARTICLE 9
SENIORITY

Section 3 – Loss of Seniority

- A. An employee will lose his/her seniority and his or her employment for reasons including:
- 1) The employee quits or retires,
 - 2) The employee is discharged and discharge is not reversed,
 - 3) The employee fails to return to work upon expiration of a leave of absence or when recalled from layoff as set forth in the recall procedure,
 - 4) The employee is laid off for a period in excess of two (2) years or his/her length of seniority, whichever is less,
 - 5) The employee is absent for three (3) consecutive working days without notifying his/her supervisor (in proper cases exceptions may be made), and
 - 6) Any other discharge or termination.
- B. 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.

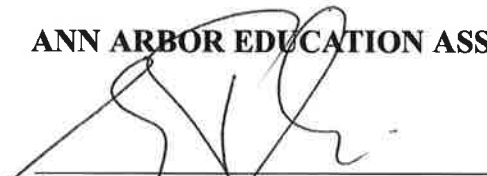
ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

June 3, 2019
Date

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019
Date

TENTATIVE AGREEMENT

ARTICLE 12
WORK DAY, WORK WEEK, WORK YEAR

Section 1 - Work Day

- A. The normal work day shall be eight (8) hours per day.
- B. All office professionals shall be entitled to a duty free uninterrupted lunch period. The lunch period shall be scheduled near the midpoint of the office professional's workday. For office professionals who work an eight (8) hour day, the lunch period shall begin no earlier than three (3) hours after beginning work and no later than four (4) hours before ending work. Exceptions to this schedule may be approved by the office professional's supervisor.
- C. Office professionals who work an eight hour day will be provided a fifteen (15) minute relief period in the morning and in the afternoon. The morning relief period may be taken no sooner than one (1) hour after beginning work. The afternoon relief period may be taken no later than 2 (two) hours before ending work. Within the limitations specified above, this relief period shall be taken at a time determined by the office professional. Exceptions to this schedule may be approved by the office professional's supervisor.

Employees who work up to six (6) hours per day will be provided one (1) fifteen (15) minute relief period.

- D. At the discretion of the supervisor, an eight hour a day office professional may request to attach one or both of his/her breaks to his/her lunch period (up to maximum period of one (1) hour). The office professional will work with his/her supervisor to ensure coverage of the office is available during this period. Such office professional requests would not be unreasonably denied.

Section 2 - Work Week

- A. The normal work week shall be forty (40) hours per week, Monday through Friday.
- B. Except as otherwise provided, any office professional authorized by his/her supervisor to work beyond forty (40) hours in one week shall be compensated at the rate of time and one-half (1 1/2) his/her standard hourly rate for all hours worked in excess of forty (40). (Fifteen (15) to thirty (30) minutes constitutes one-half (1/2) hour of overtime work and thirty-one (31) to sixty (60) minutes constitutes one (1) hour of overtime work.)
- C. Except as otherwise provided, any office professional requested to work on a holiday or Sunday shall be compensated in overtime pay. The rate of pay shall be two (2) times his/her standard hourly rate.

TENTATIVE AGREEMENT

ARTICLE 12 WORK DAY, WORK WEEK, WORK YEAR

- D. Overtime will be paid for hours worked past 40 in a normal work week. In adjusted workweeks (those shortened by holidays or reduction in calendar days) overtime will be paid for hours worked in excess of adjusted work week. Example: The week of July 4th, there are four work days, overtime will be paid beginning on the 33rd hour worked.

Section 3 - Flexible Time

- A. Flexible time, for the purposes of this article, is defined as being a temporary change of schedule within the boundaries of one (1) work week.
- B. An employee's daily work hours may be modified by mutual agreement of the employee and his/ her supervisor. Any decrease in daily hours must be offset by an equal increase in hours in the same week. In no case may a flexible schedule result in the employee working in excess of forty (40) hours in one week.
- C. It is understood by both parties that neither party has the right to require a flexible schedule.

Section 4 - Work Year

- A. For less than twelve (12) month office professionals, the work year calendar shall be based upon the school year.
- B. For any less than twelve (12) month office professional, in case of a change in the reporting date of an employment year, the Employer shall, by certified mail or other provable means of delivery:
- (a) Give at least thirty (30) days notice if the date is earlier than previously set;
 - (b) Give at least two (2) weeks notice if the date is postponed.
- C. In case of a change of terminal date of an employment year for any less than twelve (12) month personnel, the Employer shall:
- (a) Give at least thirty (30) days notice if the year is to be extended;
 - (b) Give at least two (2) weeks notice if the year is to be shortened.

In the event of imposition of either "(B)" or "(C)" above, however, the Employer may, if timely notice cannot be given, resort to temporary outside help when members of the bargaining unit cannot make themselves available, such outside help to be used only for the portion of time that the employee cannot be available.

TENTATIVE AGREEMENT

ARTICLE 12
WORK DAY, WORK WEEK, WORK YEAR

- D. The office professional and his/her supervisor may mutually agree to reschedule up to 5 days of the employee's work year for better management of the workload at the worksite. Days may be rescheduled only within one week before the normal work year through one week after the normal work year, may not be rescheduled into another work year, and must not require the use of a substitute office professional. Both parties must agree to this plan voluntarily and the change must be submitted in writing to Human Resource Services.

Section 5 - Compensatory Time

Compensatory time received may be preserved, used, or cashed out consistent with the provisions of the "Fair Labor Standards Act".

A. Accrual

- 1) All time worked that accrues compensatory time must be pre-approved by the employee's supervisor.
- 2) Except as otherwise provided in Section 2D, compensatory time shall accrue at straight time until the employee has worked 40 hours in one work week.
- 3) Except as otherwise provided in Section 2D, compensatory time shall accrue at time and a half (1.5) for hours worked over 40 hours in one work week.

B. Limit on Accrual

- 1) Unused accrual may not exceed 40 hours at any one time.
- 2) Compensatory accrual may carry over into another fiscal year with approval of the supervisor.

C. Use of Compensatory Time

- 1) Compensatory time, if not used, must be scheduled within two (2) months of the time it was accrued
- 2) Unless approved by the supervisor or accrual is not sufficient, compensatory days must be used in full or half days.
- 3) For each position, the supervisor may exclude up to six (6) weeks that may not be scheduled for the use of compensatory time. These weeks shall be identified at the beginning of each work year.

TENTATIVE AGREEMENT

ARTICLE 12
WORK DAY, WORK WEEK, WORK YEAR

- 4) If mutual agreement cannot be reached between employee and supervisor in scheduling the use of compensatory days, the supervisor may exclude up to five (5) days each month (in addition to the six weeks mentioned above) and the employee may then select his/her compensatory time off from the remaining days in the month.

ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

June 3, 2019

Date

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019

Date

TENTATIVE AGREEMENT

ARTICLE 17
SICK LEAVE

Section 1 - Accruals

A. Employees shall receive sick leave accruals as follows:

1 - 10 years of service	1.0 day/month
11+ years of service	1.5 day/month

Beginning in 2017-2018, all teacher clerks including hybrid teacher clerks, shall receive teacher clerk sick hours based on 1 year of service. In the following years, sick leave will accrue based on the years of service schedule above.

Sick hours accrued by hybrid employees shall accumulate in two separate sick banks. Hours may only be used for the position in which the hours were earned. Sick days are prorated based on average 0.4 FTE worked as a teacher clerk.

B. Employees who on January 1, 2004 were accruing sick leave at 2.0 days/month will continue to accrue sick leave at the same rate.

C. Each employee may accumulate up to 200 days sick leave.

D. Employees may use days from their accumulated sick leave until such days are exhausted, or until they qualify for Long Term Disability, or until they are otherwise no longer eligible to use sick leave.

E. At the retirement or resignation of the employee, or at the death while with the Employer and after ten (10) consecutive years of employment with the Ann Arbor Public Schools, the remaining accumulated sick leave shall be paid, at the current hourly rate, to the employee or to his/her estate according to the following schedule:

<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

TENTATIVE AGREEMENT

ARTICLE 17
SICK LEAVE

Section 1 - Accruals

A. Employees shall receive sick leave accruals as follows:

1 - 10 years of service	1.0 day/month
11+ years of service	1.5 day/month

Beginning in 2017-2018, all teacher clerks including hybrid teacher clerks, shall receive teacher clerk sick hours based on 1 year of service. In the following years, sick leave will accrue based on the years of service schedule above.

Sick hours accrued by hybrid employees shall accumulate in two separate sick banks. Hours may only be used for the position in which the hours were earned. Sick days are prorated based on average 0.4 FTE worked as a teacher clerk.

- B. Employees who on January 1, 2004 were accruing sick leave at 2.0 days/month will continue to accrue sick leave at the same rate.
- C. Each employee may accumulate up to 200 days sick leave.
- D. Employees may use days from their accumulated sick leave until such days are exhausted, or until they qualify for Long Term Disability, or until they are otherwise no longer eligible to use sick leave.
- E. At the retirement or resignation of the employee, or at the death while with the Employer and after ten (10) consecutive years of employment with the Ann Arbor Public Schools, the remaining accumulated sick leave shall be paid, at the current hourly rate, to the employee or to his/her estate according to the following schedule:

<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

TENTATIVE AGREEMENT

ARTICLE 17 SICK LEAVE

The sick leave payout will be paid directly into a tax sheltered annuity through MEA Financial Services/Paradigm Equities, subject to contribution and other limitations imposed by applicable state/federal laws. If they have reached the maximum contributions allowed by law then they will receive the payment through payroll with all applicable taxes withheld.

Section 2 - Use of Sick Leave:

- A. Sick leave is recorded in full or half-day increments. Employees shall also have the right to use sick time in smaller fractions of a day that are accounted for on the building or department level with consent of the building or department administrator.
- B. Sick leave may be used by an employee in the event of personal illness or injury, temporary disability, or for illness or injury in the immediate family, which necessitates absence from work. "Immediate family" in such cases include the employee's spouse, children, parents or foster parents, dependent brothers and sisters, grandparents, parents-in-law, and other persons for whom the employee has direct and continuing responsibility. Human Resource Services may, under extenuating circumstances approve exceptions to this definition.
- C. A verification of illness from a physician may be required for absences immediately before or after a holiday or vacation period or when there is reason to suspect abuse. Verification may only be requested by a building principal and delivered to the designated employee in HRS. The district reserves the right to send an employee to a district appointed physician or other allied health care professional, at the District's cost, if questions arise concerning an absence.
- D. Employees may use sick days for the purpose of religious observances.
- E. Sick leave may be used by an employee for attendance at the funeral of a member of the immediate family or persons with whom the employee is closely associated.

TENTATIVE AGREEMENT

ARTICLE 17
SICK LEAVE

Section 3 - Restrictions on Use:

- A. Sick leave which qualifies under Family Medical Leave Act guidelines and/or would be deemed eligible under Short Term Disability criteria would be paid leave up to the maximum of the employee's accumulated sick bank, provided it meets the qualifications in Section 2 above. Further days which meet FMLA standards would be unpaid but not subject to discipline or dismissal if taken under an approved leave of absence.
- B. All other sick leave, not verified by a healthcare provider's statement, beyond seven (7) days in one fiscal year, may be subject to the following progressive discipline:
- 1st occurrence - letter of warning
 - 2nd occurrence - letter of reprimand
 - 3rd occurrence - 1 day unpaid suspension
 - 4th occurrence - 5 days unpaid suspension
 - 5th occurrence - termination

An occurrence shall mean one or more consecutive days of absence.

Days used for such reasons as religious observances, bereavement leave, or sole occupancy of a building, shall not be counted as days or occurrences under this paragraph.

- C. Use of sick leave beyond the employee's personal sick leave accumulation, except those days taken while on an approved unpaid leave of absence, will be subject to the following progressive discipline:
- 1st day - letter of warning
 - 2nd day - reprimand
 - 3rd day - 1 day unpaid suspension
 - 4th day - 5 days unpaid suspension
 - 5th day - termination

For the purposes of progressive discipline, absences in Section 3 paragraph C may be counted over a period of 24 months.

TENTATIVE AGREEMENT

ARTICLE 17
SICK LEAVE

Section 4 - 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 another employee 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, the employee's immediate family, or persons for whom the employee has direct and continuing responsibility.

ANN ARBOR PUBLIC SCHOOLS

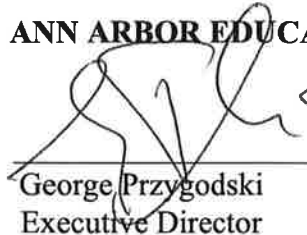


David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

June 3, 2019

Date

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019

Date


TENTATIVE AGREEMENT

ARTICLE 19

PERSONAL BUSINESS

- A. Each employee shall be allowed, in addition to sick leave, two (2) personal business days per school year, for compelling personal business affairs. Personal Business days for Teacher Clerks are prorated based on average 0.4 FTE. DA
RP
- B. The employee, except in emergencies, shall request use of a personal business day from his/her supervisor at least forty-eight (48) hours in advance of his/her intent to take a personal business day. Full or half days are recorded for personal business. Employees shall also have the right to use personal business time in smaller fractions of a day that are accounted for on the building or department level with consent of the building principal or department level administrator. The employee need not disclose the nature of the personal business or affairs involved. Personal business days may not be used on a day immediately before or after a paid holiday, vacation period, or during the first or last week of the school year, except in cases of provable emergency and prior written approval is received from Human Resource Services. Unused personal business days will be credited to accrued sick leave at the end of the school year.
- C. Employees on probation shall accumulate personal leave days during their probationary period but shall not be allowed to use them until after 90 ninety days of employment.

ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

June 3, 2019
Date

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019
Date


TENTATIVE AGREEMENT

ARTICLE 20
HOLIDAYS

- A. Unless school is in session, the following days will be considered holidays and employees shall receive their normal daily rate of pay: Labor Day, Thanksgiving, the Friday after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Martin Luther King Jr. Day, Memorial Day, and Independence Day.
- B. In order to qualify for holiday pay, employees must work the last scheduled work day before the holiday and the first scheduled work day following the holiday, and the holiday must fall within the employee's normal work year. If a holiday falls on Saturday, Friday shall be considered the holiday and if a holiday falls on Sunday, Monday shall be considered the holiday.

Holidays occurring during the vacation period shall not be charged against the vacation allowance.

ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

June 3, 2019
Date

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019
Date


TENTATIVE AGREEMENT

ARTICLE 33
DURATION AND AMENDMENT

This Agreement shall be effective, July 1, 2019, and shall continue in full force and effect until midnight June 30, 2020 and thereafter for successive periods of one (1) year unless either party, on or before sixty (60) days prior to its expiration, notifies the other party in writing of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement upon its expiration date.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, affixed their Signature to this Agreement this 3rd day of June, 2019.

ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

June 3, 2019
Date

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019
Date

TENTATIVE AGREEMENT

APPENDIX B
OFFICE PROFESSIONAL CLASSIFICATIONS

TA
is
DAC
CLASSIFICATION B

Teacher Clerks – 10+ month calendar

CLASSIFICATION C

Traveling Library Clerk
Secretary II – Elementary
HS General Office Secretary
Library Clerk – High School
Attendance/Bookroom Clerk – CHS

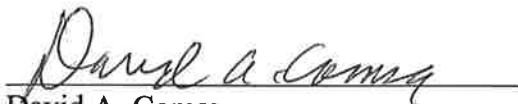
CLASSIFICATION D

Attendance Office Secretary
General Office Secretary - Rec & Ed
Community Education Cluster Secretary
Class Secretary
Book Depository Manager
Attendance/General Office Clerk – High School
Instructional Services Secretary II
Athletic Secretary High School
Secretary II - Preschool
HR Receptionist
Secretary to High School Counselors

CLASSIFICATION T

General Office Manager – High School
Secretary for Custodial/Maintenance
Records/CR Secretary – Community
Records Clerk – High School

ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

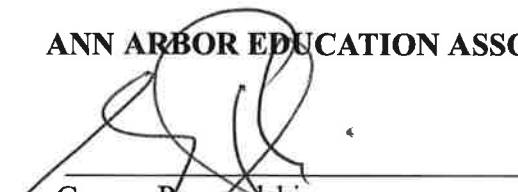
June 3, 2019

Date

CLASSIFICATION Z

Senior Technical Secretary (Grants)
Secretary to Director –
Adult Education/HS Pathways
Information Technology
Rec & Ed
Finance
Financial Budget Officer/Purchasing Agent
Transportation
Finance Secretary - High School
Rec & Ed
Secretary to Executive Director of Physical
Properties
Secretary to Athletic Director (Comprehensive
High Schools)
Food Service Secretary
Instructional Services Secretary I
Receptionist/Communications Secretary
Secretary to Principal/Dean – Elementary,
Middle, High School
Student Accounting/Research Assistant
Student Intervention and Support Services
Secretary
Testing/Research Assistant
Finance Specialist
HR Specialist
Secretary to Executive Director Instruction
Secretary to Executive Director of SISS
HS Scheduling Secretary – 12 month
Secretary to Principal/Pathways

ANN ARBOR EDUCATION ASSOCIATION



George Przygodski
Executive Director

June 3, 2019

Date