

**Tentative Agreement between
Ann Arbor Public Schools and the AAEA-OP
June 16, 2022**

3 Year Agreement

Year 1 – July 1, 2022 to December 31, 2023

Year 2 – January 1, 2024 to December 31, 2024

Year 3 – January 1, 2025 to December 31, 2025

Retention Incentive (to be recognized as part of any 2022-23 compensation package).

- Salary Schedule Conversion as attached for the 2022/23 school year

Full Step Increase; includes persons on steps poised for L1 or L2 or L3 receiving movement.

Financial Reopener

Bargaining for economic reopener will begin each November upon completion & reporting of the District's Financial Audit and the Student Fall Count and the per pupil foundation.

Language Agreements

ARTICLE 9

SENIORITY

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.~~

ARTICLE 11

VACANCIES, TRANSFERS AND PROMOTIONS

Section 3 - Filling a Vacancy through the Posting Procedure

A. Posting

A vacancy shall be posted on the district website for at least 5 workdays. Postings that occur between the last day of student attendance and the first day of student attendance will be posted for at least 10 workdays. When possible, electronic postings will be sent to each building with instructions to post on the office bulletin board. A copy of each posting shall be provided to the Association President.

**Tentative Agreement between
Ann Arbor Public Schools and the AAEA-OP
June 16, 2022**

B. Interviews

Applicants will be reviewed by the Employer. **If possible, at least forty eight hours (48) prior to interviews taking place, the district will provide the union with the names of all current office professionals who have applied for the vacancy about to be interviewed.** ~~The three (3) most senior~~ **Any current office professional** ~~applicants with seniority~~ who meets the minimum requirements will be among those granted an interview. The interview committee shall include at least one member of the Association's pre-approved panel.

C. Selection

Any office professional who interviews for a vacancy will receive written notification of the status of the vacant position as soon as practicable following his/her interview. ~~If none of the three (3) most senior~~ an office professional applicant is not offered the position, she/he may request a written interview feedback ~~explanation~~ from Human Resources ~~for Human Resources and Legal Services~~ detailing the rationale for not being selected for the position. Such requests must be made within ten (10) days of ~~the successful applicant beginning on the job~~ notification by the district that she/he was not selected for the position. A written response will be delivered within ten (10) days of the request.

The office professional who is the successful candidate for a vacant position with immediate occupancy will begin working in the new position no later than three weeks after being selected or will be paid at the higher daily rate of pay, if applicable, after the third week, or as soon as practicable.

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 **who work an eight hour day** 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 and no later than 1 (one) hour before the lunch period begins. The afternoon relief period may be taken no sooner than one (1) hour after the end of the lunch period and 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.

**Tentative Agreement between
Ann Arbor Public Schools and the AAEA-OP
June 16, 2022**

- D. At the discretion of the supervisor, an eight-hour per-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 request **will** ~~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.
- D. Overtime will be paid for hours worked in excess of 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 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 one-half (1.5) for hours worked in excess of over 40 hours in one work week.

B. Limit on Accrual

- 1) Unused accrual may not exceed 40 hours at any one time.

**Tentative Agreement between
Ann Arbor Public Schools and the AAEA-OP
June 16, 2022**

- 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. **The excluded weeks will be presented to the office professional in writing no later than the end of the first month second week of the work year.**

If the supervisor fails to provide the excluded weeks in writing by the end of the first month second week of the work year to the office professional, no days will be excluded from compensatory time for that work year unless they are unduly disruptive to the operations of the building.

- ~~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. **With the exception of the six weeks stipulated in Article 12(C)(3), the use of compensatory time will be at the discretion of the office professional. requests for use of compensatory time may be granted within a reasonable period after making the request if the compensatory time is not unduly disruptive to the operations of the building.**~~

ARTICLE 13

WORKLOADS AND ASSIGNMENTS

- A. The primary responsibility of the office professional shall be in the performance of ~~secretarial~~ office professional or clerical duties as reasonably so defined or in the past practiced; and except in cases of emergency, employees shall not be assigned work normally the responsibility of non-bargaining unit personnel. Employees shall not be required to assume responsibilities of certified or licensed personnel.

**Tentative Agreement between
Ann Arbor Public Schools and the AAEA-OP
June 16, 2022**

F. Remote Work

- 1. On workdays during the school year when no students or staff are in their assigned school building, office professionals may work remotely.**

**ARTICLE 14
EMERGENCY CLOSING DAYS**

A. Twelve Month Employees

- ~~When schools are closed due to emergency conditions, twelve month 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 emergency conditions will be paid provided the employee has followed the call-in procedure and has made every reasonable effort to report.~~
- ~~Employees who report to work will be compensated at their regular rate of pay and then will be given compensatory time on a one-to-one ratio. Such comp time is to be used with the approval of the employee's supervisor.~~

B. Less than Twelve Month Employees

- 1. Less than 12 month employees Office Professionals are not required to report to work when schools are closed due to emergency conditions, unless the work is mission critical as determined by their immediate supervisor. Less than 12 month employees These employees are required to report to work on any make-up days scheduled by the District as a result of any emergency closing days which reduce the District's attendance days below that required by the State. Less than 12 month Office Professionals who are required to report to work on any make-up days scheduled by the District, that exceed the OP's contracted work days, as a result of any emergency closing which reduced the District's attendance day below that required by the State, and will be compensated at their regular daily wage for all the time worked. The end of year work calendar for less than 12 month these employees will be extended by the number of days added to the school calendar in the event make up days are scheduled by the District. There will be no loss of pay for emergency closing days that don't extend the school calendar. Office Professionals who are required to report to work on days that extend their current contracted work days will be compensated for all time worked at their regular hourly rate.**

**Tentative Agreement between
Ann Arbor Public Schools and the AAEA-OP
June 16, 2022**

ARTICLE 15
DISCIPLINE AND DISCHARGE

This article shall not pertain to probationary employees with fewer than ninety (90) days of employment in this Association.

Section 1- Just Cause

- A-10). ~~Time card fraud;~~ **Misrepresentation of time worked;**
- B. This does not preclude the Employer from ~~suspending~~ **placing an employee on administrative leave** with pay during the investigation process when the Employer deems such removal from the place of employment to be necessary.

ARTICLE 16
EVALUATION

Section 2 - Process

- A. Evaluation of employees may be conducted as determined by the Employer. The Employer shall ~~make reasonable efforts to~~ evaluate an employee every two (2) years. ~~but in any event not less than every three years.~~ **In circumstances where the supervisor fails to evaluate the employee within a two year evaluation cycle, the employee will be rated 3 in all categories and will receive an Overall Performance Appraisal Rating of 3. In the event the supervisor fails to evaluate the employee a second time, the employee will be rated a 4 in all categories and will receive an Overall Performance Rate of 4 on that evaluation and any future cycles until such time a formal evaluation is completed. The This Office Professional Appraisal Form will be signed by the employee's supervisor and the Executive Director of Human Resources or designee.**

Section 3 - Probationary Timelines and Procedures

- A. Those employees who are newly hired will have a one (1) year probationary period of observation and evaluation.
- B. A probationary new hire may be terminated without evaluation at any time during the first ninety (90) calendar days of employment.
- C. If still employed after ninety (90) calendar days, before a recommendation for termination for unsatisfactory performance may be made:
- 1) the employee's performance must be evaluated, and
 - 2) the employee must be provided with a **Performance Improvement Plan** ~~Plan for Improvement~~, and
 - 3) the employee must be given another evaluation at least 30 days after being provided with the Plan for Improvement.

**Tentative Agreement between
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June 16, 2022**

Section 5 - Unsatisfactory Performance of a Continuing Employee

When a continuing employee receives an unsatisfactory evaluation, he/she shall be placed on a performance improvement plan. The plan will address specific areas where improvement is needed, will suggest strategies for improvement, will provide professional development opportunities and other necessary resources where applicable, and will provide for regular assessment during the improvement period, and will include a timeline for the implementation and completion of the performance improvement plan.

ARTICLE 18

VACATIONS

Section 1 - Accruals

- B. All less than twelve month employees will receive additional pay in lieu of paid vacation days as listed below. Employees will be compensated for these days within their contractual salary and paid throughout the year depending on the number of pays chosen. **Teacher Clerks will be compensated for these days prorated based on average 0.4 FTE with pay "spread" over 19 pay periods beginning with the first pay in October and ending with the first pay in June.**

ARTICLE 22

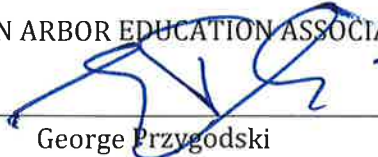
COMPENSATION

The parties agree to a final financial opener (Appendix A, Articles 17, 18, & 19) in the Fall of 2022, upon completion and review of the District's financial audit and the District's Fall Student Count. This does not preclude the parties discussing an earlier financial settlement. If the District agrees to implement a new Memorandum of Agreement between the Ann Arbor Association - Office Professionals and the Ann Arbor Board of Education specific to increased salary compensation it will be considered as part of a new economic package of the successor agreement.

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 unless otherwise agreed in writing.

ANN ARBOR PUBLIC SCHOOLS

ANN ARBOR EDUCATION ASSOCIATION



David A. Comsa
General Counsel

George Przygodski
Executive Director, 3C Coordinating Council

6-16-2022
Date

6-16-2022
Date