



## MASTER AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

and

Local 1182, Michigan Council 25,  
American Federation of State,  
County and Municipal Employees,  
AFL-CIO

TECHNICAL SUPPORT PERSONNEL

July 1, 2013  
To  
June 30, 2014

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## COLLECTIVE BARGAINING AGREEMENT

The Public Schools of the City of Ann Arbor, Michigan, hereinafter referred to as the “Employer”, and Local #1182 – Technical Service Personnel (TSP), 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

- A. 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 Technical Support Personnel, hereinafter referred to as "employee", the Union, and the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the 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 employee can maintain community respect in the absence of excellent and dependable service.
- B. It is mutually agreed and understood that this contract shall require the appropriate ratification of each party and the signed approval of the Local #1182-TSP, 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-TSP, 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 employees of the Employer in the following Bargaining Unit:

- I. Research/Facility Monitor
- II. Technical Assistant
- III. Technical Specialist 12
- IV. Technical Specialist
- V. Lead Technician
- VI. Tech Specialist II 12

### ARTICLE 3

#### NON-DISCRIMINATION

The Employer shall not, directly or indirectly, discriminate against any member of the Union with respect to hours, wages, terms or conditions of employment or application of the provisions of the Agreement or Board policies by reason of race, creed, religion, color, national origin, age, gender, marital status, handicap, or political beliefs.

### 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

##### A. Membership

1. All employees covered by this Agreement shall, as a condition of employment, upon the signing of this Agreement or the completion of sixty (60) days employment; whichever is later, select one of the following options:
  - a. 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
  - b. 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.
2. 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.

##### B. Deductions for Dues and Service Fees

1. 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.

2. If the law is repealed, then the Employer will revert to language of the prior agreement.
3. The Employer will deduct in any month only the Union membership dues and fees becoming due in such month, provided the employee elects to pay such dues and fees to the Union.
4. 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.
5. 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.
6. If Public Act 53 is found legal and binding, the employer will comply with the law.

C. 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.

D. 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

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 in each Establishment and schedule work at each Establishment for employees not regularly assigned thereto;
- 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 temporary employees as the work to be done may require, provided the regular time of employees in the bargaining unit is not adversely affected. Temporary 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.

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

#### A. Appointment of Stewards

There shall be a TSP Chief Steward and TSP Alternate Steward, who are members of this Collective Bargaining Agreement, to represent employees.

#### B. Committee Membership

1. The negotiating and/or grievance committee for the Union shall consist of up to five (5) members, who are covered under this Collective Bargaining Agreement.
2. Employees on such committee shall not lose pay if they meet with the Employer during their regular working hours.
3. Any TSP committee may be assisted by outside consultants, as it deems necessary, at no additional cost to the Employer.

## ARTICLE 8

### SENIORITY

#### A. Probationary Period

1. 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 will not be covered by the terms of this Master Agreement with the exception that fringe benefits will be provided beginning the first day of the month after the initial hire date. Probationary employees will be allowed to build up sick leave from date of hire.
2. Probationary employees may be dismissed during the first one hundred twenty (120) 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.
3. Probationary employees may be dismissed after the first one hundred twenty (120) calendar days of employment through the end of the probationary period at the Employer's sole and exclusive discretion, subject to the following:
  - a. the employee's performance must be evaluated, and
  - b. the employee must be provided with a Plan for Improvement, and
  - c. the employee must be given another evaluation at least 30 days after being provided with the



Plan for Improvement.

4. The Employer's action with respect to the process and timelines outlined in Article 8 Paragraph 3 shall be subject to the grievance and arbitration procedure. Neither the contents of the evaluation, the provisions of the Plan for Improvement, nor the Employer's recommendation regarding continuation of employment shall be subject to the grievance and arbitration procedure.

B. Granting Seniority

An employee's seniority within the Bargaining Unit shall date from the last date of hire into the Bargaining Unit or transfer from another employee group of the Employer into the Bargaining Unit. Upon reasonable request, a copy of the seniority list will be provided to the Union.

C. Loss of Seniority

Seniority shall be lost if a non-probationary 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.

D. Return to the Bargaining Unit

Any employee transferring out of the Bargaining Unit but remaining in the employment of the Employer shall have his/her seniority rights reinstated upon transfer back into this Bargaining Unit, with no accumulation of seniority during the period of such employment out of the Bargaining Unit.

ARTICLE 9

REDUCTION IN PERSONNEL

- A. It is the reserve right of the Employer to reduce the number of employees and/or eliminate positions as it deems appropriate. In the event the Employer considers layoff and/or the elimination of position, the contemplated action will be discussed with the TSP Chief Steward prior to implementation.
- B. Employees being laid off shall receive at least two (2) weeks written notice of layoff, or pay in lieu of notice.
- C. In the event of a layoff the District will implement the process outlined in D and E below.
- D. In the event an employee's position is eliminated the Employer shall make reasonable efforts to give the employee preference for other vacant positions for which he/she is certified and qualified.
- E. The following factors will be considered to guide the administration when implementing a layoff:
  1. Organizational need; priority of functions and positions needed to carry out those functions.

2. Employee's demonstrated skill set, experience, and ability to perform specified functions of the position (may include competency testing).
  3. After taking items 1 & 2 above into consideration, the next factor that will be considered is seniority. See article 8.
    - a. Whenever a layoff occurs, seasonal and temporary employees shall first be laid off, probationary employees will be laid off next, and then the affected seniority employees will be laid off in accordance with their seniority in the Bargaining Unit. A more senior employee may bump a less senior employee, provided the senior employee is qualified to perform the available position.
    - b. In the event that a tie breaker is needed, the last four digits of the employees' social security numbers will be compared, and the lower number will prevail.
- F. Recall shall be in reverse order of layoff. Notices of recall shall be sent by certified mail (or other provable means of delivery) at his/her last known address. It shall be the employee's responsibility to keep the Employer apprised of his/her current address and telephone number where she/he can be contacted. A recalled employee shall be given seven (7) calendar days, from the date of delivery of the recall notice, to indicate acceptance of the position. Failure to respond within this time limit shall result in termination of all employment rights, and shall be considered a resignation. The laid off employee shall retain rights to recall for two (2) years, or length of service, whichever is shorter, after which the Employer shall have no further employment obligation to that employee.
- G. Individuals who collect unemployment compensation during a period that they are not normally employed will be expected to repay the District if they are recalled to employment with the District.
- H. Bargaining unit positions filled by acting appointments and/or hourly personnel for more than six (6) months may be reviewed in accordance with Article 26. The Employer shall make reasonable efforts to respond to the Union's concerns.

Bargaining unit positions will not be filled by hourly personnel for more than six months. The Employer will consult with the Union prior to extending an acting/interim appointment beyond one year.

## ARTICLE 10

### GRIEVANCE AND ARBITRATION PROCEDURE

#### A. Definition

1. A grievance, for the purposes of this Agreement, shall be defined as an alleged violation of the expressed terms and conditions of this contract. Any member of the bargaining unit who has been directly affected by an alleged violation of the contract may file a grievance.
2. The following items shall not be subject to the grievance procedure:
  - a. Interpretation of federal, state or local statutes, common law, or rules and regulations established by a federal or state administrative agency;
  - b. The content or merits of an evaluation; or
  - c. Non-renewal or non-reappointment of a probationary employee.

#### B. Procedure

1. The TSP Chief Steward or TSP Alternate Steward shall handle all TSP Union grievances. The Employer shall designate one (1) individual to receive grievances at Level One as hereinafter described and the Superintendent, or designated representative to receive grievances at Level Three as hereinafter described.
2. Written grievances as required herein shall contain the following:
  - a. The provision allegedly violated;
  - b. The date of the alleged violation;
  - c. A description of the incident or occurrence giving rise to the grievance;
  - d. A statement of how the employee was injured by the Employer's action and the relief sought;
  - e. A list of those witnesses believed to have first hand knowledge of the incident or occurrence giving rise to the grievance;\*
  - f. The signature of the grievant(s).

\*Note: The list of witnesses provided under paragraph "e" above may be supplemented at any time as additional witnesses become known to the grievant or the Union.

#### 3. Level One

- a. A grievant alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence or within ten (10) days of when the alleged violation could

reasonably have been known, make arrangements with the designated individual to discuss the grievance orally in an attempt to resolve same.

- b. If no mutually satisfactory resolution is obtained within seven (7) days of the oral discussion, the grievant shall have an additional seven (7) days to reduce the grievance to writing and deliver it to the designated individual with a copy to the Office of Human Resource Services.

#### 4. Level Two

If the employee or the Union does not receive an answer within seven (7) days thereafter, or if the written answer is contested, the Union may, within fourteen (14) days of the date on which the written grievance was submitted to the Level one designated individual request a hearing with the Executive Director of Human Resource Services. Such a hearing will be held within fourteen (14) days of the request and a written response will be given within fourteen (14) days of the hearing.

#### 5. Level Three

If the Union is not satisfied with the decision at Level Two, or if no decision has been delivered within the time allowed, written notice of demand for binding arbitration before an impartial arbitrator shall be delivered to the Human Resource Services Office within thirty (30) calendar days thereafter.

#### 6. Arbitration Procedures

Arbitration under Step 3 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.

e. The arbitrator is not empowered to issue a recommendation on the following matters:

- 1) Interpretation of federal, state, or local statutes, common law, or rules and regulations established by a federal or state administrative agency;
- 2) The content or merits of an evaluation; or
- 3) Non-renewal or non-reappointment of a probationary employee.

7. Failure to Meet Timelines

Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision of a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, the time limits specified in this procedure may be extended by written mutual agreement between the parties.

8. 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.

9. 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.

10. 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.

11. Right to Take Grievances Directly to Employer

The foregoing sections of this Article 10 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.

12. Definition of Days

All days herein shall refer to work days excluding Saturday, Sunday and holidays.

C. General Grievance Provisions

1. Any individual employee may present grievances to his/her supervisor and have the grievances adjusted, without intervention of a bargaining unit representative, provided that the bargaining unit has been given an opportunity to have a representative present at such adjustment and the Office of Human Resource Services concurs with the resolution. If the adjustment is inconsistent with the terms of this collective bargaining agreement, the grievant may appeal that decision at the step of the grievance procedure immediately following the step where the adjustment was attempted.
2. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision of a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, the time limits specified in this procedure may be extended by written mutual agreement between the parties.
3. Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary. In the event that a conference or hearing under the grievance procedure is held during school hours, each employee who is a party or witness shall be excused from his/her regular duties, with pay, to attend such a conference or hearing.
4. If any party is to have legal counsel present, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.

## ARTICLE 11

### EVALUATION

- A. The purpose of evaluation.
1. The purpose for probationary employees is to assess their performance in judging whether the employee should be placed in a continuing employment status.
  2. The purpose for continuing employees is to:
    - a. Assist and encourage employees in improving their skills and performance.
    - b. Assess performance of those receiving promotions or new placement.
    - c. Assess performance where there is a concern about performance that may lead to an improvement plan or a recommendation for termination for unsatisfactory performance.
- B. Evaluations will be conducted a minimum of every two (2) years.
- C. Evaluations shall be conducted by the employee's immediate supervisor. If the evaluator is other than the employee's immediate supervisor, the Employer shall, as soon as possible, notify the employee to be evaluated who his/her evaluator is to be. If there is to be more than one administrator providing input into the evaluation, the employee shall be notified of their role.
- D. The criteria and format for evaluation will be determined by the Employer. All employees shall receive a copy of the evaluation document prior to its implementation.
- E. All evaluations shall be in writing and an opportunity will be offered to the employee to review the evaluation with the evaluator. All evaluations citing deficiencies (less than satisfactory performance) shall include recommendations as to how the performance of the employee can be improved. All employees shall receive a copy of their evaluation.
- F. When an employee does not agree with his/her evaluation, the employee shall be given the opportunity to attach a written statement to the evaluation. This statement shall be signed by the employee.
- G. Each evaluation shall include the statement:  
  
"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments concerning this evaluation to this document..."
- H. Evaluations, where applicable, will include information from other appropriate District bargaining unit members if the employee is provided with a written document regarding that information.
- I. The contents of employee evaluations shall not be subject to the grievance procedure.

## ARTICLE 12

### DUE PROCESS

#### A. Disciplinary Action

1. No employee shall be disciplined, demoted for disciplinary reasons, suspended, or discharged without reason and due process.
2. An employee will not be suspended without pay, demoted for disciplinary reasons, or discharged unless:
  - a. Reasons are communicated to the employee immediately and are given in writing within seven (7) days.
  - b. A hearing has been offered to the employee by the Superintendent or his/her designee. It is understood that the hearing before the Superintendent or his/her designee may occur after such suspension has been effected, but within fourteen (14) days of the suspension.
  - c. If the employee wishes to appeal the determination of the Superintendent or his/her designee, a petition may be made by the employee to the Employer. The Employer, upon receipt of the petition and attached data, shall make a determination:
    - 1) To render a decision on the basis of these data, or
    - 2) Consider holding a formal hearing.
3. It is understood by the parties that discipline for a first offense may include discharge.
4. Nothing in this provision will prohibit the Employer from taking immediate disciplinary action, including suspension.

#### B. Unsatisfactory Performance

If it is determined that an employee is performing at less than a satisfactory level, the Employer agrees to complete the following steps:

1. Review with the employee his/her job responsibilities noting specifically, and in writing, the areas of unsatisfactory performance. This review will include written recommendations for changes or improvements needed in the employee's performance.
2. Develop an improvement plan with opportunity for the employee to provide input.
3. Provide a timetable by which recommended changes or improvements shall be effected.

C. An employee will be accompanied by a representative of the Union at any hearing and/or steps 1, 2 and 3 in B above.

D. If either party intends to have outside legal counsel present, 24 hours notice will be given to the other party prior to the hearing.



## ARTICLE 13

### PROMOTIONS

- A. In the event the Employer determines to fill a job vacancy within the TSP classification, it will be posted on the district website and the district hotline setting forth the minimum requirements of the position. A copy of the posting will be furnished to the Local President and TSP Chief Steward. If the position is not to be filled after it is posted, the Union and TSP Chief Steward shall be notified by the Office of Human Resource Services. Employees interested shall apply within the posting period.
- B. The two (2) most senior applicants that meet the minimum qualifications will be among those granted an interview. If either of the two (2) most senior applicants is not offered the position, he/she may request a written explanation. Such request must be made to the Department of Human Resources within ten (10) days of the successful applicant beginning on the job. A written response will be delivered within ten (10) days of the request.

## ARTICLE 14

### WORK SCHEDULES

- A. The standard work week for an employee shall consist of five (5) consecutive eight-hour (8-hour) days, Monday through Friday inclusive. The regular hours of work for each employee shall be eight (8) consecutive hours within any 24 hour period. Technical Assistants are the exception: The standard work week for a Technical Assistant shall consist of five (5) consecutive seven-hour (7-hour) days, Monday through Friday inclusive. The regular hours of work for each Technical Assistant shall be seven (7) consecutive hours within any 24 hour period. Lunches are excluded from the above calculations.
- B. Any employee called back to work after his/her regular shift for emergency purposes only shall be guaranteed two (2) hours regular pay. Scheduled overtime pursuant to Section D below shall not be deemed a part of this provision.
- C. Any employee reporting for work after sick leave, or reporting sooner than originally scheduled after any other approved leave, and not giving 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.
- D. Employees shall be notified of overtime assignment at least 24 hours before reporting time, if overtime is assigned on days outside of normal work week. This provision shall not apply in cases of emergency as defined in Article 14, Section B.
- E. The Employer may, after consultation with the Union, modify the above provisions to provide for a ten-hour (10 hour) day, forty-hour (40-hour) week on an experimental basis terminable at the discretion of the Employer.
- F. Assignment of extra work will be guided by the following procedure:
  - 1. The Employer will send an email soliciting volunteers for extra work no later than May 1 each year.

2. The current building staff will be considered part of the list for all extra work in their building regardless of their status on the list.
  3. A new list will be compiled each year. Employees may remove their name from the list at any time. Employees may add their name to the list after May 1 with the permission of the Employer.
  4. The list will be publicized to the TSP Chief Steward.
  5. Selection for extra work assignments will be from the list with consideration given to qualifications, ability and availability. The decision of the Employer is not subject to arbitration.
- G. Any Employee scheduled to work the third (3<sup>rd</sup>) shift, shall have a lunch period of one-half (1/2) hour and be compensated for such a period.

## ARTICLE 15

### COMPENSATION

A. Salary Schedule

The annual salary for employees are set forth in Appendix A. Each employee shall advance through the schedule by yearly steps effective July 1 of each year. Employees whose date of hire is between July 1 and December 31 shall receive their increment effective the following July 1 and individuals hired between January 1 and June 30 will not receive their increment until one (1) year from their initial July 1.

B. 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 forty (40) hours a week.

C. Compensatory Time

1. Accrual

Hours worked in excess of the employee's normally scheduled workday may be accrued for compensatory time. All such time shall be pre-approved by the employee's supervisor, or building principal with notification to the supervisor. Such time shall accrue at straight time until the employee has worked forty hours in one week. Hours worked over forty (40) in one week shall accrue compensatory time at the rate of time and one-half.

2. Limits on Accrual

Unused compensatory time may not exceed thirty (30) hours. Compensatory time may not carry over into another fiscal year (July 1 -June 30). A special conference between the parties shall be held to address any unused compensatory time as of June 30.

3. Use

- a. Compensatory time must be scheduled within two (2) months of accrual.
- b. Unless approved by the employee's supervisor or accrual is not sufficient, compensatory time must be used in full or half days.
- c. If mutual agreement cannot be reached between the employee and supervisor in scheduling the use of compensatory days, the supervisor may exclude up to five (5) days each month and the employee may then select from the remaining days.

D. Flex Time

For the purposes of this Article, flexible time is defined as being a temporary change of work schedule for no longer than one (1) week.

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 during the same week. In no case may a flexible schedule result in the employee working in excess of forty hours in one week.

It is understood by both parties that neither the employee nor the supervisor may require a flexible schedule. However, this shall not limit the Employer's rights outlined in Article 6 -Management's Rights -paragraphs C and I.

ARTICLE 16

WORK YEAR/HOLIDAYS/VACATION

- A. A twelve (12) month employee, hired before January 1, 2004, shall normally:
  1. Be employed from July 1 through June 30;
  2. Receive twenty two (22) days of paid vacation per year, and
  3. Receive nine (9) paid holidays per year which are: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, Memorial Day and the Fourth of July.
- B. A twelve (12) month employee, hired on or after January 1, 2004, shall normally:
  1. Be employed from July 1 through June 30;
  2. Receive twelve (12) days of paid vacation per year through the first ten (10) years of employment and receive seventeen (17) days of paid vacation per year after ten (10) years of employment thereafter.
  3. Receive nine (9) paid holidays per year which are: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, Memorial Day and the Fourth of July.

- C. An eleven (11) month technical specialist shall normally receive:
1. Receive five (5) days of paid vacation per year, and
  2. Receive eight (8) paid holidays per year which are: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, and Memorial Day.
- D. A ten (10) month technical specialist or technical assistant shall normally receive:
- Receive three (3) days of paid vacation per year, and
- Receive four (4) paid holidays which are: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Memorial Day.
- E. Employees who earn vacation are expected to request vacation time during the year which will cause the least disruption to their particular operation. A supervisor may deny a request for vacation if it is deemed necessary. Permission will not be unreasonably withheld.
- F. Vacation time must be used within one (1) year after the fiscal year it is earned and may not be used before it is earned.
- G. In order to receive pay for a paid holiday, an employee must be on payroll the last working day before and the first working day following the paid holiday.
- H. The above holidays shall be considered holidays only if school is not in session. If a holiday falls on Saturday, Friday shall be considered as the holiday. If a holiday falls on Sunday, Monday shall be considered as the holiday.
- I. Any less than 12 month employee may choose to work one additional day at the end of his/her work year in exchange for a day off work on Martin Luther King Day. Any employee who so chooses, shall notify his/her supervisor at least two weeks in advance.

Any twelve month employee may choose to use a vacation day on Martin Luther King Day.

## ARTICLE 17

### SICK LEAVE

#### A. Accruals

Each employee hired before January 1, 2004 shall accrue sick leave at the rate of:

- 1.0 day per month through ten (10) years of service;
- 1.5 days per month from eleven (11) years of service.

Employees who, on January 1, 2004, were accruing sick leave at the rate of 2.0 days per month, shall continue to accrue sick leave at the same rate.

Each employee hired on or after January 1, 2004 shall accrue sick leave at the rate of 1.0 day per month.

#### B. Use

1. Sick leave may be used in full or half-day increments and is cumulative up to 200 days. Sick leave will be credited July 1 of each year in anticipation of completion of that year. An employee who does not complete the year will have his/her days prorated.
2. 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 includes the employee's spouse, children, parents or foster parents, dependent brothers and sisters and grandparents, and parents-in-law. The Human Resource Services Office may, under extenuating circumstances, approve exceptions to this definition. Employees who take leaves of absence under the provisions of the Family and Medical Leave Act (FMLA) of 1993 shall be entitled to all benefits provided under the Act if they are eligible and qualified for such benefits.
3. Employees who qualify for Long Term Disability may not use sick leave.
4. A verification of illness from a healthcare provider may be required for absences immediately before or after a holiday or vacation period, when there is reason to suspect abuse, or for any absence after eight (8) days in one fiscal year.

If no verification is provided after the eighth day, the following progressive discipline shall be imposed:

- 1<sup>st</sup> day – written warning
- 2<sup>nd</sup> day – written reprimand
- 3<sup>rd</sup> day – 1 day unpaid suspension
- 4<sup>th</sup> day – 3 day unpaid suspension
- 5<sup>th</sup> day – termination

5. If an employee has exhausted his/her sick accumulation and is not on an approved unpaid leave, the following progressive discipline shall be imposed:

- 1<sup>st</sup> docked day – written warning
- 2<sup>nd</sup> docked day – written reprimand
- 3<sup>rd</sup> docked day – 1 day unpaid suspension
- 4<sup>th</sup> docked day – 3 day unpaid suspension
- 5<sup>th</sup> docked day – termination

For purposes of progressive discipline, docked days may be counted over a twenty-four (24) month period.

- 6. Employees may use sick days for the purpose of religious observances.
- 7. Sick leave may be used by an employee for attendance at the funeral of a member of the immediate family. For purposes of funeral leave, immediate family shall be defined as the employee's spouse, children, parents, or foster parents, brothers, sisters, grandparents, and parents-in-law.

C. Donations

Subject to 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 leave and vacation) to qualify for long-term disability. Approval to receive donated days will be granted only for serious illness or disability of the employee, the employee's spouse or domestic partner, or a dependent child.

ARTICLE 18

FAMILY AND MEDICAL LEAVE

- A. An employee who has been employed by Employer for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the Family and Medical Leave Act (“FMLA”), or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any calendar year (January 1 through December 31) for any one or more of the following events:
  - 1. For a birth of a child of the employee and to care for such child. (In this situation, any temporary disability paid leave days an employee is entitled to use under the provisions of Article 17 above, shall be in lieu of the FMLA leave.)
  - 2. For the placement of a child with the employee for adoption or foster care.
  - 3. To care for a spouse, domestic partner, child, or parent of the employee if the former has a serious health condition, or
  - 4. Because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position. (In this situation, any paid sick days an employee is entitled to use under the provisions of Article 17 above, shall be in lieu of the unpaid FMLA leave.)

- B. The taking of a FMLA leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave.
- C. Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from leave, to be restored by Employer to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- D. During the period of FMLA leave, Employer shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the employee to leave under Paragraph A (3) or (4) above, or other circumstances beyond the employee's control. In this situation, Employer may require certification of inability to return to work as specified and allowed by the FMLA.
- E. If the requested leave is for the birth/care of a child, the placement of a child in the employee's home for adoption or foster care, or to care for a spouse, domestic partner, child or parent who has a serious health condition, the employee is first required to exhaust any available paid leave under Article 17. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- F. Notwithstanding the provisions of Section 1 above, an unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child in an employee's home for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. (For example, an employee who requests a leave at the start of the twelfth month [of the twelve (12) month period from the date of birth or placement] is entitled to only four (4) workweeks of unpaid leave.)
- G. Spouses, both of whom are employed by Employer, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for his/her child or spouse who is suffering from a serious health condition.
- H. An eligible employee who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child in his/her home for adoption or foster care, must notify the Department Head, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

- I. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, domestic partner, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to Employer operations. Such an employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.
- J. An employee on an approved FMLA leave should keep the Department Head informed regarding his/her status and intent to return to work upon conclusion of the leave.
- K. If a requested leave is because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position, or to care for a spouse, domestic partner, child or parent who has a serious health condition, the employee may be required to file with Employer, in a timely manner, a health care provider's certification or such re-certifications as may reasonably be required by Employer. Similarly, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition, Employer may also require the employee to obtain and present certification from his/her health care provider that the employee is able to resume work. All required certifications or re-certifications shall conform to the FMLA's certification requirements.
- L. In any case in which Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Section 1(c) and (d), Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- M. A leave taken under Section 1(a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless Employer and the Faculty Member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under Paragraph A (3) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, Employer may require the employee to transfer temporarily to an available alternative position offered by Employer for which the Faculty Member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.
- N. The provisions of this Article are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails.



## ARTICLE 19

### PERSONAL BUSINESS DAYS

Each employee shall be allowed, in addition to sick leave, three (3) personal business days per year, for personal business which cannot be done outside the normal work day. The employee, except in emergencies, shall request use of a personal business day from his/her supervisor at least forty-eight (48) hours (2 work days) in advance of his/her intent to take a personal business day. Full or half days may be used for personal business. Personal business days may not be used on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year, except in cases of provable emergency. Except for emergencies, prior written approval must be received from the Human Resource Services Office. Unused personal business days will be credited to accrued sick days at the end of the school year.

Personal business days may not be used for vacation or random leisure.

## ARTICLE 20

### LEAVES OF ABSENCE

- A. Leaves of absence without pay or other benefits may be granted to employees who have been with the District more than two (2) years for:
1. Serving in any elected or appointed positions.
  2. Illness/disability (physical or mental) beyond accumulated sick leave.
  3. Prolonged illness in the immediate family, as defined in the sick leave article, beyond accumulated sick leave.
  4. Parental/child care.
  5. Other suitable cases approved by the Employer.
- B. Unpaid leaves of absence may be granted for up to one (1) year.
- C. An employee on an unpaid leave of absence may return to his/her previous position, if it continues to exist, for up to ninety (90) days, calculated from the date of the first day of the leave.

For leaves in excess of ninety (90) days, the employee will be returned to his/her former position only if the position is available. If the position is not available, the employee will be offered the first available vacancy in his/her category or lower for which the employee is qualified. Failure to accept the position will result in termination of all employment obligations. An employee may not bump another employee in order to be placed upon return from an unpaid leave of absence.

- D. An employee who takes leaves of absence under the provisions of the Family and Medical Leave Act (FMLA) of 1993 shall be entitled to all benefits provided under the Act if they are eligible and qualified for such benefits.

E. Military Leave

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 the 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.

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.

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 the 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 (2) weeks once a year.

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 regulation, 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 21

BENEFITS

A. Eligibility

Employees will become eligible for fringe benefits the first of the month following their hire or re-hire date into this bargaining unit. Employees must work seventeen and one-half (17.5) hours or more per week to be eligible for fringe benefits.

B. Health Care Benefits

The Health Care Insurance provided shall be the Priority 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 co-pay for emergency room visits at a cost of \$1000 (\$50 per pay deducted over 20 pays from September-June)

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 co-pay for emergency room visits at a cost of \$2118.28 (\$105.91) per pay deducted over 20 pays 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 co-pay for office visits and \$50 co-pay for emergency room visits at a cost of \$5534.32 (\$276.72) per pay deducted over 20 pays from September-June)

Or, the Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan B with no in network deductible, 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 co-pay for emergency room visits at a cost of \$7825.24 (\$391.26) per pay deducted over 20 pays from September-June)

Or, the Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan C with a \$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 co-pay for emergency room visits at a cost of \$2666.20 (\$133.31) per pay deducted over 20 pays from September-June)

The buy up amounts will be adjusted annually based on the rates determined by the Blue Care Network and Blue Cross Blue Shield.

\*Numbers revised on June 20, 2013

C. Cash-in-Lieu of Medical Coverage

The base FTE for calculation of cash in lieu of medical coverage established July 1, 2009 is four. The cash in lieu base is tabulated annually at the end of open enrollment, currently May 31.

If 1-2 members who are currently receiving medical opt out, cash payment of \$1700 (paid once a month from September-June).

If 3-5 members who are currently receiving medical opt out, cash payment of \$2200 (paid once a month from September-June).

If 6 or more members who are currently receiving medical opt out, cash payment of \$2700 (paid once a month from September-June).

D. Dental Care Benefits

The Dental Care Insurance shall be Employer's Dental Care Benefits program, with an orthodontic rider, in effect as of the date of this Agreement and as outlined below.

**Member's responsibility (copays and dollar maximums)**

Copays	Class I services	None (covered at 100% of approved amount)
	Class II services	25% of approved amount
	Class III services	50% of approved amount
	Class IV services	50% of approved amount
Dollar maximums	Annual maximum (for Class I, II and III services combined)	\$1,000 per member
	Lifetime maximum (for Class IV services)	\$1,000 per member

E. Term Life Insurance Benefits

The Employer shall provide each regular, full-time employee with \$35,000 group term life insurance benefits.

F. Long-Term Disability

The Employer shall provide each regular, full-time employee with long-term disability insurance with a ninety (90) calendar day waiting period. Benefits will be paid at the rate of 66 2/3% of the employee's regular salary until the employee returns to work, reaches Social Security retirement age, or is otherwise not eligible for the benefit.

G. Premium Proration

The Employer's and employee's respective contributions toward the premium cost of the foregoing coverage shall be subject to the provisions listed above in Article 21, Section B and 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 3.5 hours per day/17.5 hours per week	Not eligible for coverage	Not eligible for coverage
3.5 -5 hours per day/17.5 -24 hours per week	50%	50%
5 – 7 hours per day/25-34 hours per week	75%	25%
7 or more hours per day and over 34 hours per week	100%	0%

H. 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.

I. Liability

If any employee is insured by the Employer for health or dental insurance in excess of that to which he/she is entitled per Paragraph B and D above and fails, within 30 days to make proper amendments to his/her coverage, he/she shall be liable for the difference in such premiums retroactive to the date the change should have occurred.

J. 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.

K. 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.

L. Miscellaneous Benefits

1. Employees shall be permitted to maintain group medical insurance and life insurance coverage at their own expense for up to one (1) year while on an unpaid leave of absence. This provision is contingent on approval of the medical and life insurance carriers and must be prepaid in advance.
2. The Employer shall provide the appropriate services to allow employees to make payments with non-taxable salary for dependent care expenses as provided in Section 125 of the Internal Revenue Service Code. The Employer may establish a monthly service fee to cover the cost of administering this benefit. Participation shall be in accordance with rules jointly developed by the Employer and AFSCME.
3. Employees may enroll in any one established course of his/her choice per semester in the Ann Arbor Public Schools Community Education and Recreation program on a non-fee basis.
4. The Employer agrees to provide the opportunity for employees to participate in one of the tax sheltered annuity programs currently offered by the Employer.
5. For authorized or required school business, employees shall be reimbursed at the maximum rate allowable by the Internal Revenue Service.

## UNION BULLETIN BOARDS

- A. 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:
  - 1. Notice of recreation and social events;
  - 2. Notices of Union and public elections and of the results of such elections;
  - 3. Notice of Union Meetings.
- B. Such bulletin boards shall not be used for disseminating propaganda or electioneering material or for advertising.
- C. The Union may also use school interoffice mail or school email for routine correspondence provided such correspondence does not advocate or interfere with the performance or duties of any employee(s) in the District.

## ARTICLE 23

### TRANSPORTATION OF EQUIPMENT

In the event that an employee is required to transport District equipment, the employee shall not be financially responsible for equipment damaged by accident or by car theft, as long as the transport of the equipment occurs within the workday and/or no items will be left in vehicle overnight.

## ARTICLE 24

### SPECIAL CONFERENCES

The parties agree to meet at least four (4) times per contract year for the purpose of reviewing the implementation of this Master Agreement and of resolving problems, which may arise. Additional meetings may be scheduled by mutual consent. It is the intent of both parties that a mutual problem solving process will be used in these meetings.

## ARTICLE 25

### SAFETY AND TRAINING

- A. The Employer will provide annual safety review training at the onset of each school year for all technical staff.
- B. The Employer will provide safety training relevant to the employee's job description for all new employees as part of each new employee's initial training and orientation.
- C. If the District requires TSP employees to receive specific training it will be at no cost to the employee and the employee will be paid at their contractual rate if the training is during non-contractual hours.

## ARTICLE 26

### NEW CLASSIFICATIONS AND RATES OF PAY

- A. 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.
- B. 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.
- C. If the Employer offers a bonus, stipend or any other form of compensation above the current contractual obligations to a member covered under this Collective Bargaining Unit, the TSP Chief Steward will be notified.

## ARTICLE 27

### EXTENT OF AGREEMENT

- A. This agreement shall constitute the entire agreement between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- B. This agreement shall supersede any rules and regulations of the Employer which are contrary to the expressed provisions of this agreement.

## ARTICLE 28

### SEVERABILITY CLAUSE

If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. However, if the law modifies a provision and thereby changes its intent and/or meaning the parties shall be bound by the new interpretation only until the expiration of this particular contract.

## ARTICLE 29

### NEGOTIATION PROCEDURES

Negotiations between the parties for the purpose of entering into a successor Agreement shall commence at least sixty (60) days prior to the expiration date of this Agreement. It is recognized by the parties that no final agreement between them may be executed without ratification by the Employer and by the Union.

## ARTICLE 30

### WORKERS' COMPENSATION

If an employee is injured on the job and becomes eligible for compensation under the Workers' Compensation Act, he/she may choose one of the following options:

- A. The benefit for which he/she is eligible under the Act with no deduction from sick days.
- B. The benefit for which he/she is eligible under the Act supplemented by the difference necessary to equal his/her regular salary which difference shall be charged against his/her accumulated sick leave days on a prorated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

## ARTICLE 31

### NO STRIKE CLAUSE

The Union agrees that its officers and representatives shall not authorize, instigate, cause, encourage, ratify, or condone, nor shall any employee take part in any concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment for any employee or group of employees in the District.



## ARTICLE 32

### EMERGENCY CLOSING DAYS

#### A. Twelve & Eleven Month Employees in Technical Classifications

When schools are closed due to emergency conditions, 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 comp-time on a one-to-one ratio. Such comp-time is to be used with the approval of the employee's supervisor.

#### B. Ten Month Employees in Technical Classifications

202 day Technical Assistants and 214 day Technical Specialists are not required to report to work when schools are closed due to emergency conditions. 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. The end of year work calendar for these employees will be extended by the number of days added to the school calendar. There will be no loss of pay for emergency closing days that don't extend the school calendar.

#### C. Twelve Month Employees in Facilities Classification working midnight shift

When after school activities are cancelled due to weather or there is a Weather Advisory in affect during the Employee's drive to work, the Employee is 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 comp-time on a one-to-one ratio. Such comp-time is to be used with the approval of the employee's supervisor.

## ARTICLE 33

### PROFESSIONAL DEVELOPMENT

#### A. In-Service

The Employer agrees to release up to five (5) employees each year to attend in-service/seminars in which job skills will be enriched. Total release time shall not exceed ten (10) days. Mutual agreement must be reached by the Employer and the Union on the individuals proposed to attend and the specific in-service/seminar. The Employer agrees to provide up to a total of \$1000.00 reimbursement for program registration fees and required materials.

#### B. Additional In-Service

The Employer agrees to provide up to an additional \$1000.00 for reimbursement for program registration fees and required materials to employees who attend, on their own time, in-service/seminars in which job skills will be enriched. Mutual agreement must be reached by the Employer and the Union on the individuals proposed to attend and the specific in-service/seminar.

#### C. Neither unused release time nor unused reimbursement amounts in "A" and "B" above shall carry over to the next fiscal year.

## ARTICLE 34

### ADDITIONAL WORK

If the Employer opts to offer additional work, including summer school, the following provisions shall apply.

1. Additional work, including summer school, will be considered supplemental employment and determined on a year-to-year basis.
2. TSP employees shall be offered all additional work, including summer school, that directly relates to the current TSP job duties, regardless of the job title given to the position.
3. Wages for additional work shall be paid at the employees current pay schedule. Wages for summer school work shall be paid at the TSP Technical Assistant, Grade 2, Step L2 rate.
4. For all summer school positions the opportunity for job sharing among applicants may exist with approval by the building administrator.
5. Priority shall first be given to the assigned building tech, with seniority being the second factor.

ARTICLE 35

DEFINITIONS

Days, except when otherwise specifically defined, shall refer to calendar days.

Calendar days shall refer to days which fall between and including the first day of the employee's work calendar and the last day of the employee's work calendar.

ARTICLE 36

DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2013 through June 30, 2014.

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

\_\_\_\_\_  
Carrie Tobin , Chief Steward TSP

\_\_\_\_\_  
Deb Mexicotte, Board President

\_\_\_\_\_  
Shannon Shafer, Alternate Steward TSP

\_\_\_\_\_  
Andy Thomas, Board Secretary

\_\_\_\_\_  
Deangelo Malcolm, AFSCME Representative

\_\_\_\_\_  
David Comsa, Chief Negotiator

\_\_\_\_\_  
Rick Redding, Union President

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APPENDIX A

AFSCME TSP SALARY SCHEDULE 2013-2014  
3% REDUCTION OVER 2012-2013 TAKEN THROUGH FURLOUGH DAYS

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	L1 *	L2 **
GRADE I - Research/Fac Monitor ( 254 days)	\$40,574.80	\$41,292.03	\$42,014.13	\$42,742.07	\$43,488.50	\$44,250.50	\$44,801.32	\$45,135.12
GRADE II - Tech Asst (196.5 days)	\$25,387.41	\$25,830.02	\$27,121.86	\$27,603.39	\$28,084.91	\$28,576.16	\$28,929.27	\$29,146.20
GRADE III - Tech Spec 11 (228 days)	\$43,358.81	\$44,114.60	\$44,887.86	\$45,679.56	\$46,471.25	\$47,281.38	\$47,875.15	\$48,216.66
GRADE III - Tech Spec 12 (254 days)	\$48,786.49	\$49,637.05	\$50,511.94	\$51,396.56	\$52,290.91	\$53,195.00	\$53,863.57	\$54,256.74
GRADE IV - Tech Spec 10 (207 days)	\$39,943.26	\$40,641.64	\$41,349.70	\$42,078.07	\$42,815.14	\$43,562.86	\$44,104.54	\$44,437.29
GRADE V - Lead Tech 10 (207 days)	\$48,535.70	\$49,507.82	\$50,494.46	\$51,505.28	\$52,546.08	\$53,449.53	\$54,118.89	\$54,524.19
GRADE V - Lead Tech 10 (254 days) ***	\$51,873.42	\$52,718.14	\$53,593.03	\$54,477.65	\$55,376.87	\$56,277.06	\$56,984.56	\$57,406.92

Grade I - Research/Fac. Monitor = 7 Furlough Days (261 - 7 = 254 days)

Grade II - TA= 5.5 Furlough Days (202 - 5.5 = 196.5 days)

Grade III - Tech Spec. 11 = 7 Furlough Days (235 - 7 = 228 days)

Grade III - Tech Spec. 12 = 7 Furlough Days (261 - 7 = 254 days)

Grade IV - Tech Spec 10 = 7 Furlough Days (214 - 7 = 207 days)

Grade V - Lead Tech 10 = 7 Furlough Days (214 - 7 days = 207 days)

Grade VI - Tech Spec. II 12 = 7 Furlough Days (261 - 7 = 254 days)

\* L1 - 1.25% higher than Step 6. Employees with 10 or more years of experience (calculated from seniority date) in Ann Arbor by 09/30/04 will be placed o L1 effective with the first pay of the current fiscal year.

\*\*L2 - 2% higher than Step 6. Employees with 15 or more years of experience (calculated from seniority date) in Ann Arbor by 09/30/04 will be placed on L2 effective with the first pay of the current fiscal year.

\*\*\* - TS/Repair with Apple Certification and TS/Student Support with SASI Certification

/HRS/S.FIELD  
June 27, 2013

**ANN ARBOR PUBLIC SCHOOLS**  
**2013-14**  
**10 MONTH TA - 202 DAY AFSCME - TSP EMPLOYEES**  
**MINUS FURLOUGH DAYS 196.5**

JULY				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

23      0      -30

NOVEMBER				
M	T	W	TH	F
				1
4		6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1     17      -2

MARCH				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

0      21      -30

AUGUST				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

8      14      -30

DECEMBER				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

7      15      -30

APRIL				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

6      16      -30

SEPTEMBER				
M	T	W	TH	F
	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

0      20      -30

JANUARY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
	21	22	23	24
27	28	29	30	31

3     19      -30

MAY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	
	27	28	29	30

0     20.5      -30

OCTOBER				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

0      23      -30

FEBRUARY				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

5      15      -30

JUNE				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17			
23	24	25	26	27
30				

6     12      -30

10 MONTH TA - 202 DAY AFSCME - TSP EMPLOYEES		
	DAYS	HOURS
WORK DAYS	196	1366
PAID HOLIDAY	4	28
MINUS FURLOUGH DAYS	5.5	- 38.5
TOTAL	196.5	1375.50
HRS BASED ON 7 HOUR WORK DAY		

KEY

- = NO WORK/NO PAY
- = PAID HOLIDAY
- = PAID WORK DAYS
- = FURLOUGH DAYS

**ANN ARBOR PUBLIC SCHOOLS**  
 2013-14  
 10 MONTH TS - 214 DAY AFSCME - TSP EMPLOYEES  
 MINUS FURLOUGH DAYS 207

JULY				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

23      0      ☼

NOVEMBER				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

0      18      ☼

MARCH				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

0      21      ☼

AUGUST				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

7      15      ☼

DECEMBER				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

7      15      ☼

APRIL				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

6      16      ☼

SEPTEMBER				
M	T	W	TH	F
☼	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

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JANUARY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
☼	21	22	23	24
27	28	29	30	31

3      19      ☼

MAY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
☼	27	28	29	30

0      21      ☼

OCTOBER				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

0      23      ☼

FEBRUARY				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
☼	☼	☼	☼	☼
24	25	26	27	28

0      15      ☼

JUNE				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

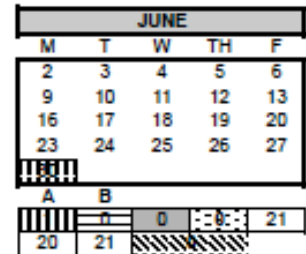
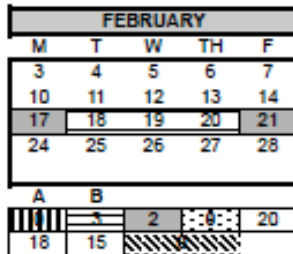
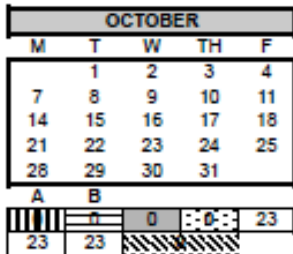
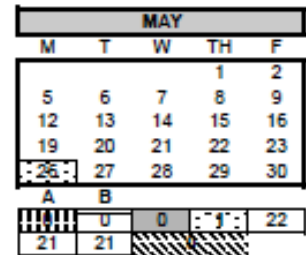
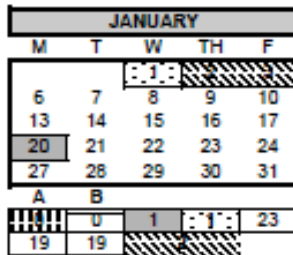
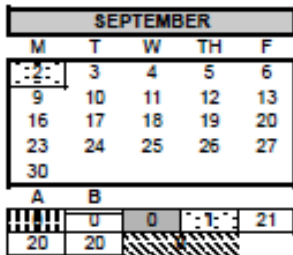
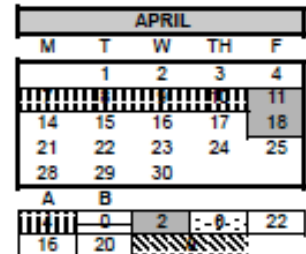
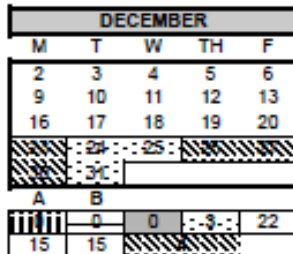
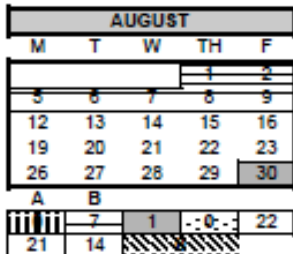
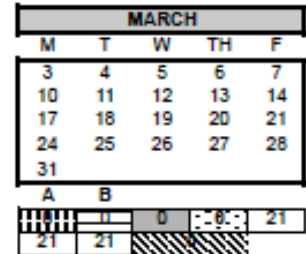
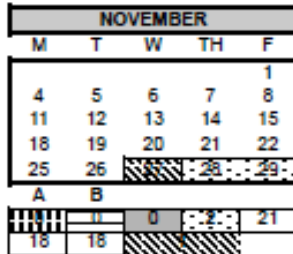
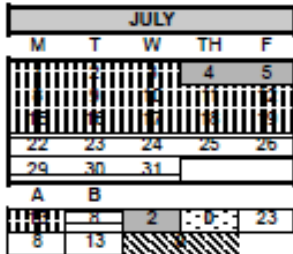
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10 MONTH TS - 214 DAY AFSCME - TSP EMPLOYEES		
	DAYS	HOURS
WORK DAYS	210	1680
PAID HOLIDAY	4	32
MINUS FURLOUGH DAYS	7	- 49
TOTAL	207	1663

HRS BASED ON 8 HOUR WORK DAY

- KEY
- ☼ = NO WORK/NO PAY
  - ☼ = PAID HOLIDAY
  - ☼ = PAID WORK DAYS
  - ☼ = FURLOUGH DAYS

**ANN ARBOR PUBLIC SCHOOLS**  
 2013-14  
 11 MONTH TS - 235 DAY AFSCME - TSP EMPLOYEES  
 MINUS FURLOUGH DAYS 228



11 MONTH TS - 235 DAY AFSCME - TSP EMPLOYEES		
	DAYS	HOURS
WORK DAYS	227	1760
PAID HOLIDAY	8	64
Minus Furlough Days	7	56
<b>TOTAL</b>	<b>228</b>	<b>1880</b>
HRS BASED ON 8 HOUR WORK DAY		

Schedule		KEY
A	B	
8	8	= Help Desk NO WORK/NO PAY
	18	= Schedule NO WORK/NO PAY
:-8:-	8	= PAID HOLIDAY
		= FURLOUGH DAYS
220	220	= PAID WORK DAYS



**ANN ARBOR PUBLIC SCHOOLS**  
**2013-14**  
**12 MONTH TS - 261 DAY AFSCME - TSP EMPLOYEES**  
**MINUS FURLOUGH DAYS 254**

JULY				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

0 21 1

NOVEMBER				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

0 18 2

MARCH				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

0 21 0

AUGUST				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

0 22 0

DECEMBER				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

0 17 3

APRIL				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

0 21 0

SEPTEMBER				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

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JANUARY				
M	T	W	TH	F
			2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

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MAY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

0 21 3

OCTOBER				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

0 23 0

FEBRUARY				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

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



JUNE				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

0 21 0

12 MONTH TS - 261 DAY AFSCME - TSP EMPLOYEES		
	<u>DAY\$</u>	<u>HOUR\$</u>
WORK DAYS	252	2016
PAID HOLIDAY	9	72
MINUS FURLOUGH DAYS	7	- 56
TOTAL	254	2032

HRS BASED ON 8 HOUR WORK DAY

**KEY**

-  = NO WORK/NO PAY
-  = PAID HOLIDAY
-  = FURLOUGH DAYS
-  = PAID WORK DAYS