

ARTICLE 1

AGREEMENT

This Agreement is entered into this 1st day of July 2011, by and between the Ann Arbor Board of Education (“Employer”), and the Ann Arbor Education Association of Office Professionals (“Association”).

ARTICLE 2

RECOGNITION

- A. In accordance with Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, of all regular full-time and regular part-time office professionals working a set schedule from week to week of at least 20 hours per week for an unspecified duration. The following are expressly excluded from the bargaining unit:

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

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

## ARTICLE 3

### DEFINITIONS

- A. Days, except when otherwise specifically defined, shall refer to calendar days.
- B. Calendar days shall refer to all 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 as specified in Appendix C.
- C. Unless otherwise indicated, the terms "employee" and "office professional" when used hereinafter in this Agreement shall refer to all members of the Association.

## ARTICLE 4

### NON-DISCRIMINATION

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, color, religion, national origin, age, height, weight, sex, sexual orientation, marital status, familial status, disability or veteran status, or membership in, or association with, the activities of the Association.

## ARTICLE 5

### EMPLOYER RIGHTS

- A. Except where specifically and expressly abridged or modified by this Agreement, the Employer retains sole and exclusive control over any and all matters concerning the operation, management and administration of its business, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and all powers incident thereto, including, by way of illustration but not by way of limitation, the sole and exclusive right and authority:
  - 1) to determine the number, location, and relocation of its facilities, buildings and rooms;
  - 2) to consolidate or merge with any other entity;
  - 3) to decide to expand or close any of its facilities;
  - 4) to expand or terminate any of its operations;
  - 5) to determine the type and kind of services to be provided and the work to be performed by employees covered by this Agreement;
  - 6) to determine all methods of marketing, advertising, promoting, and rendering its services, including the fees to be charged therefore;
  - 7) to approve all contracts for any of its services;

- 8) to make all financial decisions, including all decisions pertaining to accounting, bookkeeping and other record keeping methods and procedures;
- 9) to determine its organizational and business structure;
- 10) to determine whether to transfer, lease, contract out, subcontract or discontinue work or its business operation, or any part thereof;
- 11) to determine all matters related to the purchase of any materials or goods or services from other persons;
- 12) to determine the necessity for and how to perform work by employees or by other entities;
- 13) to determine the amount and type of supervision that is necessary;
- 14) to determine service standards;
- 15) to determine the materials and equipment to be utilized by and located at the Employer, including the right to add, modify or remove the same whenever it determines;
- 16) to determine the method and means of providing its services;
- 17) to determine the schedules and hours of work of employees, including starting times, break times and quitting times, to determine the business hours of its facilities;
- 18) to require employees to utilize available methods and/or technology to record all hours worked, and/or to record all hours worked in a manner satisfactory to the Employer;
- 19) to require employees to check in and check out when reporting for assignments in a manner satisfactory to the Employer;
- 20) to determine the services to be contracted out or purchased;
- 21) to select, direct, and instruct employees, including, but not limited to, the right to select, hire, assign, layoff, reclassify, upgrade, downgrade, promote, or transfer employees;
- 22) to determine the number and qualifications of employees to be hired, employed and working;
- 23) to discipline, suspend or discharge employees;
- 24) to select, promote or transfer employees to supervisory, managerial, or other positions outside the bargaining unit;
- 25) to adopt and enforce rules and regulations;

- 26) to determine quality, quantity and performance standards;
  - 27) to determine the allocation and assignment of work to employees, it being expressly understood and agreed that the nature of the Employer's operations requires employees to be used interchangeably in various positions and that any employee may be temporarily assigned duties in other areas of work as needed;
  - 28) to determine job content, create new job classifications and revise existing job classifications;
  - 29) to assign work and overtime;
  - 30) and to perform all other functions inherent in the administration, management, control and/or direction of its business.
- B. The Employer and administrative staff shall be free to exercise all of its managerial rights and authority to the maximum extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which shall violate any of the express terms of this Agreement.
- C. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Employer presently or hereafter placed into effect. Any revisions to the present rules and regulations shall not be inconsistent with the provisions of this Agreement and shall be implemented only after due notice to the Association and opportunity for the Association to express any concerns and objections it might have.

## ARTICLE 6

### ASSOCIATION SECURITY

- A. Membership in the Association is not compulsory. However, during the term of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, every employee shall, as a condition of employment by the Employer, either become a member of the Association and tender thereafter the uniformly required Association membership dues or, in the alternative, tender a service fee in an amount no greater than the uniformly required Association membership dues. The membership dues or service fees shall be tendered commencing with the first pay period following the employee's completion of sixty (60) calendar days of service with the Employer or thirty (30) calendar days after the execution of this Agreement, whichever is later.
- B. The amounts to be tendered for service fees and Association local, state and national dues amounts shall be determined by the Association and reported to the Employer on or before August 15<sup>th</sup> of each year or as soon thereafter as is practical.
- C. The Employer shall deduct membership dues or service fees for those employees who have submitted a properly executed Membership Form or Payroll Deduction Authorization form to the Employer. Any Payroll Deduction Authorization form which is incomplete or in error will be sent to the Association. Payment of membership dues or

service fees shall be made in twenty (20) equal deductions beginning the second paycheck in September and continuing through the twentieth (20<sup>th</sup>) consecutive paycheck.

- D. Deductions shall be made only in accordance with the provisions of the employee's Payroll Deduction Authorization form, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with the express provisions of this Article. Further, the Employer shall have no obligation to make deductions from the pay of any employee who has insufficient net earnings due him/her to cover the full amount of such deductions.
- E. Membership dues or service fee deductions shall be direct deposited into the Association's bank account each pay period. The Employer shall provide to the Association an itemized list of individual employee deductions within ten (10) working days after the end of each month to the address furnished in writing to the Employer's Payroll Office by the Association. The Association assumes full responsibility for the disposition of all monies deducted once they have been forwarded to the Association as set forth above.
- F. Authorization forms may be revoked by providing written notice to the Employer and the Association of said revocation. Said notice must be sent by certified mail. An employee shall cease to be subject to deduction pursuant to the established policies of the Association. The Association shall be notified by the Employer of the names of such employees following the end of the pay period in which the termination occurs.
- G. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association's Constitution or Bylaws, or this Agreement, refunds to the employee will be made by the Association.
- H. The Employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee.
- I. An employee in the Bargaining Unit who fails to tender to the Association either periodic and uniformly required Association dues or, in the alternative, service fees as above established, shall be terminated by the Employer, provided the following stipulations are adhered to:
  - 1) The Association shall notify the employee by certified or registered mail explaining that he or she is delinquent in not tendering required Association dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.
  - 2) The Association shall give a copy of the letter sent to the employee and the following written notice to the Employer at the end of the periods referenced in Section (1) above.

The Association certifies that \_\_\_\_\_ has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee.

A copy of such notice shall, at the same time, be given by the Association to the employee.

- 3) Upon receipt of such notice the Employer shall communicate the Association's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Association, within thirty (30) days of receipt of such notice to the Employer (unless otherwise extended by the Association and the Employer) or he or she shall be terminated.
- J. The Association shall protect and save harmless the Employer from any and all salaries, payments, expenses, claims, costs, fees (including legal fees), demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.
- K. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step Two.
- L. The Association and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Association and its members may make reasonable use of Board of Education equipment, so long as such use does not interfere with the operation of the Board of Education. The Association may post notices on any bulletin board ordinarily designated for Association use.
- M. The Employer agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the office professionals, together with information which may be necessary for the Association to process any grievance or complaint. The Employer agrees to furnish the Association with a monthly accounting of office professionals that have been newly hired or have terminated employment in order to keep an accurate and current membership list.

## ARTICLE 7

### ASSOCIATION REPRESENTATION

- A. Release Time - The Employer recognizes the right of the Association membership to elect from the seniority list an officer and an alternate officer, whose duties and responsibilities shall be to investigate and present grievances to the Employer and/or its representatives, handle dues deduction questions, and other authorized routine matters related to Ann Arbor Public School office professionals. To facilitate the discharge of said duties and responsibilities, the Employer agrees to permit release time from employment duties without loss of pay. This released time shall not exceed a total of eight (8) hours per week for all officers combined. Additional time, exclusive of the eight (8) hours indicated above, may be allowed for the presentation of grievances to the Employer or its representatives (through the steps of the grievance procedure) at a time mutually agreeable to the Association and the Employer. The officer will arrange with his/her supervisor whether the A.M. or P.M. will be most convenient for this release time, and he/she will notify their supervisor as to his/her destination. Following completion of the Association matter, the officer will return to his/her work station for the duration of the normal work day. The Employer may, however, and at its option, hire temporary, hourly help to the extent necessary to ensure that the employment work of the officer shall be completed and fulfilled, but the job assignment of the officer shall remain unchanged.
- B. State Conference - The Employer agrees to release each year for up to three (3) days each, three (3) office professionals (to be delegated by the Association) to attend meetings of professional organizations without loss of salary.

## ARTICLE 8

### GRIEVANCE AND ARBITRATION PROCEDURE

A. General

A grievance shall be defined as a dispute arising under this Agreement between an aggrieved employee (hereinafter "Grievant") or the Association and the Employer with respect to the interpretation or application of the provisions of this Agreement. All grievances shall be adjusted by and between the parties in the manner herein provided, with the exception that arbitration shall only be available for grievances filed during the life of this Agreement.

The time limits specified herein are mandatory unless extended by a written and signed Agreement between the Employer and the Association. If the Grievant or the Association does not file a grievance within the specified time limits, the grievance is forfeited. If the Grievant or the Association fails to process the grievance at any step within the specified time limits, the grievance shall be deemed to have been withdrawn and may not be refiled. If the Employer's representative fails to answer a grievance within the specified time limits, the grievance shall be deemed denied and automatically

advanced to the next step of the Grievance Procedure, except to Step Three, Arbitration, as noted below.

The Grievant and, as hereinafter provided, an Association Representative will be released from their jobs without loss of pay or benefits to participate in meetings conducted with the Employer's representatives.

Any resolution or forfeiture of a grievance shall be final and binding upon the Grievant, the Association and the Employer, and shall not be subject to further review. The resolution of a grievance shall not add to, subtract from or modify the terms of this Agreement.

Any grievance based upon the suspension or discharge of an employee shall be filed with the Assistant Superintendent for Human Resources and Legal Services (or other designated representative of the Employer) at Step Two within ten (10) workdays following the beginning of the suspension or discharge.

For purposes of this Article, a workday is a day other than Saturday, Sunday or a holiday recognized by this Agreement.

**B. Informal Grievance**

Both parties agree and encourage that informal problem solving should be attempted before a formal grievance is filed.

**C. Grievance Procedure**

The following procedure shall be utilized in the processing of employee grievances:

**Step One**

A grievance must be in writing. A grievance shall be signed by the Grievant or his/her authorized designee. In the case of a grievance on behalf of the Association, the grievance shall be signed by the Association's authorized representative. Grievances shall be submitted to the Supervisor who is most directly involved in the matter that is the subject of the grievance, within fifteen (15) workdays of the date the Grievant or the Association knew or reasonably should have known of the alleged event, act, or occurrence giving rise to the grievance. Copies of the grievance shall be concurrently served upon the Assistant Superintendent for Human Resources and Legal Services and the Association.

Within ten (10) workdays of receipt of the grievance, the supervisor shall meet with the Grievant and, if requested, the designated representative of the Association and/or the Association's Executive Director, in an effort to resolve the grievance. Other representatives of the Employer may also attend such meeting if desired by the Employer. The supervisor shall provide the Grievant and the Association Representative with a written answer to the Grievant within ten (10) workdays of the Step One meeting.

All written grievances must contain the following items:



- 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 personal first hand knowledge of the incident or occurrence giving rise to the grievance. The list of witnesses may be supplemented at any time as additional witnesses become known to the grievant or the Union;
- f. The signature of the grievant(s).

### Step Two

If the Grievant or the Association is not satisfied with the decision of the supervisor at Step One, the Grievant or Association may appeal the grievance to Step Two by filing a written notice of appeal with the Assistant Superintendent for Human Resources and Legal Services (or other designated representative of the Employer) no later than ten (10) workdays following the date the Association Representative received, or should have received, the Supervisor's answer at Step One.

Within ten (10) workdays of receipt of the grievance at Step Two, by either appeal or automatic advancement, the Assistant Superintendent for Human Resources and Legal Services (or other designated representative of the Employer) shall meet with the Grievant and, if requested by the Grievant, the designated representative of the Association and/or the Association's Executive Director in an effort to resolve the grievance. Other representatives of the Employer may also attend such meeting if desired by the Employer. The Assistant Superintendent for Human Resources and Legal Services (or other designated representative of the Employer) shall provide the Grievant and the Association Representative with a written answer to the grievance within ten (10) workdays of the Step Two meeting.

### Step Three - Arbitration

If the Association is not satisfied with the decision of the Assistant Superintendent for Human Resources and Legal Services\* Step Two, or if no answer has been provided to the Grievant and the Association at Step Two within the time permitted for doing so, the Association may appeal the grievance to Step Three Arbitration. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Association.

### File

- File a written Demand for Arbitration with the Assistant Superintendent for Human Resources and Legal Services\* no later than ten (10) workdays following the date the Association Representative received, or should have received, an answer at Step Two.

### Selection of an Arbitrator

- The Association's Executive Director and the Assistant Superintendent for Human Resources and Legal Services\* shall attempt to agree on the selection of an Arbitrator.
- If agreement cannot be reached within ten (10) workdays of the Demand for Arbitration the Association shall have up to thirty (30) calendar days following the date the Association Representative received, or should have received, the answer at Step Two,

as above provided, to file a Demand for Arbitration with the American Arbitration Association (AAA).

#### Process

- The Voluntary Labor Arbitration Rules of the AAA shall govern the arbitration hearing; in effect at the time the Association's Demand for Arbitration is filed.
- All hearings shall be held at a mutually agreeable site.
- The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association.

#### Fees and Expenses

- The fees and approved expenses of the Arbitration—shall be borne equally by the Association and the Employer. If the hearing is held at the Employer's or the Association's facilities there shall be no charge. All other expenses shall be borne by the party incurring them.

#### The Decision

- The Arbitrator shall mail the decision directly to the parties within thirty (30) calendar days of the close of the arbitration hearing, or such later date as approved by the parties.
- The Arbitrator's decision established by this Agreement shall be final and binding upon the Employer, the Association and the employee or employees involved.

#### D. Grievances by Individuals

Nothing in this Agreement shall be construed to prevent any individual from presenting and adjusting a grievance directly with the Employer, without intervention by the Association and subject to the limitations provided by Act 379 of the Michigan Public Acts of 1965. However, the arbitration provisions of this Agreement are expressly and exclusively reserved to the Association and the Employer. No employee or group of employees shall have the right to appeal or process a grievance beyond Step Two of the grievance procedure.

\*Assistant Superintendent for Human Resources and Legal Services (or other designated representative of the Employer).

## ARTICLE 9

### SENIORITY

#### Section 1 - Probationary Period

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

#### Section 2 - Granting Seniority

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.

#### Section 3 – Loss of Seniority

- A. An employee will lose his/her seniority and his or her employment for reasons including:
  - 1) The employee quits or retires,
  - 2) The employee is discharged and discharge is not reversed,

- 3) The employee fails to return to work upon expiration of a leave of absence or when recalled from layoff as set forth in the recall procedure,
- 4) The employee is laid off for a period in excess of two (2) years or his/her length of seniority, whichever is less,
- 5) The employee is absent for three (3) consecutive working days without notifying his/her supervisor (in proper cases exceptions may be made), and
- 6) Any other discharge or termination.

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

#### Section 4 – Return to Bargaining Unit

Any employee transferring out of the bargaining unit but remaining in the employ of the Employer shall retain his/her seniority rights, with no accumulation of seniority during the period of such employment out of the bargaining unit.

### ARTICLE 10

#### LAYOFF AND RECALL

##### Section 1 - Definition

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

##### Section 2 – Order of Layoff

- 1) Whenever a position is eliminated, the affected employee shall be placed in a vacancy having the same calendar, and FTE within the classification that the affected employee is currently working.
- 2) If no such vacancy exists, the affected employee shall be placed in a vacancy having a different calendar, within the classification, than the one currently being worked by the employee.
- 3) If no vacancies exist, the Employer shall ask for volunteers within the affected classification to go on layoff.
- 4) If no vacancies are created by voluntary layoff, the affected employee will be involuntarily transferred to the position occupied by the least senior member in the same classification.
- 5) If that involuntary transfer would result in a more senior person being moved from their position, the employer will instead involuntarily transfer the affected employee to the position occupied by the least senior member in a lower classification.

- 6) If the process results in a member changing calendar, classification, or FTE that member will have preference for the next vacancy for which he/she is qualified that would return him/her to his/her original status.
- 7) If the employee is offered and refuses a position for which he/she is qualified he/she forfeits this preference.

The end result of this process is intended to be the layoff of the least senior member of the affected classification or lower classification with the fewest possible disruptions in assignments.

If an employee is involuntarily moved to a vacant position which results in a pay reduction due to a change in classification, he/she will be maintained at her/his current classification and step for one year during which time she/he may apply for any vacancies for which he/she is qualified. If a 12 month OP is involuntarily transferred to a less than 12 month calendar, the OP will be continued in the 12 month assignment until the new less than 12 month assignment begins. This will prevent the OP from a loss of wages over the summer.

### Section 3 – Notice of Layoff

Employees to be laid off will have at least ten (10) working days notice of layoff, or pay in lieu of notice.

### Section 4 – Recall from Layoff

Recall from layoff shall be by seniority within the classification of the vacancy. Failure of an employee to report back to work within five working days of attempted delivery of the recall notice will result in loss of seniority and termination of employment. Such rights to recall will extend for eighteen (18) months after layoff.

## ARTICLE 11

### VACANCIES, TRANSFERS AND PROMOTIONS

#### Section 1 - Vacancy Defined

- A. The following shall be considered a vacancy:
  - A newly created position; or
  - 
  - A position vacated by retirement, resignation, termination, or transfer; or
  - 
  - A position vacated by an employee on an authorized unpaid leave of absence for which the anticipated date of return is greater than 2 month(s) from the beginning of the leave. This time may be extended by mutual agreement of the Association and Administration.

#### Section 2 - Filling a Vacancy before Posting

- A. A vacancy shall first be filled by a qualified employee being or choosing to be reverted, and his/her former position no longer exists.

- B. If still unfilled, the vacancy shall be filled by a qualified employee who has had an unsuccessful trial period.
- C. If still unfilled, the vacancy shall be offered to the eligible and qualified employees on layoff.
- D. If still unfilled, the vacancy shall be offered to the qualified and eligible employees requesting a return from an unpaid leave of absence.
- E. If still unfilled, the vacancy shall be posted in accordance with Section 3 of this article.

### 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.

#### B. Interviews

Applicants will be reviewed by the Employer. The three (3) most senior applicants who meet 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

If none of the three (3) most senior applicants is offered the position, each may request a written explanation from the Assistant Superintendent for Human Resources and Legal Services. Such request must be made 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.

#### D. Disruption to the District

Lateral transfers (within the same classification) may be denied to minimize disruption to the district. Such denial may result in a Special Conference (Section 8B). Promotions (movement to a higher classification) shall not be denied solely due to disruption to the district.

### Section 4 - Reversion

Within ten (10) workdays after assuming the position, the employee or the Employer may request to return the employee to his/her former position. If the former position does not exist, the employee may be placed in the next available vacancy in the same classification for which the employee is qualified. Requests made after ten (10) workdays, up to sixty (60) calendar days, will be determined on a case-by-case basis by the Assistant Superintendent for Human Resources and Legal Services.

Section 5 - Promotion (transfer to a higher classification)

A. An employee receiving a promotion shall serve a ninety (90) day trial period. The performance of the employee may be deemed unsatisfactory only if:

- The training outlined in Section 7 of this article has been offered and
- the employee has received an evaluation at least thirty (30) days prior to his/her performance being deemed unsatisfactory; or
- The employee's attendance has been unsatisfactory during the trial period; or
- The employee is disciplined during the trial period.

B. For the purpose of this section, unsatisfactory attendance shall mean four (4) tardies and/or three (3) occurrences of sick leave use during the trial period. Exceptions may be made by the Assistant Superintendent for Human Resources and Legal Services.

For the purpose of this section, discipline shall mean a written warning, reprimand or greater discipline.

C. If the trial period is unsuccessful, the employee shall be placed in a vacant position in his/her former classification. If no such vacancy is available, the employee will report to Human Resource Services for a period of 90 calendar days where he/she may be placed as a substitute office professional anywhere in the district. During this period the employee will be paid according to his/her former classification. After 90 days, if the employee has not been placed in accordance with Section 2 of this article, he/she will be placed on layoff to be recalled to a position in his/her former classification or lower.

D. Employees who have been promoted to a higher salary grade will be upgraded on the same step.

Section 6 - Training in a New Position

Ninety (90) days after ratification of this Agreement, the procedures identified in this Section 6 shall take effect.

A. Each employee receiving a promotion will receive at least 12 hours of job-related training within the first 30 workdays of the assignment. Each employee receiving a lateral transfer will receive at least 6 hours of job-related training within the first 30 workdays of the assignment. This training, designed by the supervisor to best meet the needs of the position, may include but is not limited to:

1. training by supervisor and/or
2. training by co-worker preferably the previous occupant of the position, and/or
3. district provided training/ in-service classes and/or
4. other training classes outside of the district.

B. In the event the employee does not receive the training within the specified time period, he/she must notify the Office of Human Resource Services in writing within 10 days of the expiration of said period as specified in paragraph A.

If the employee so notifies HRS, then:

- HRS will work with the supervisor and the employee to provide the training; and
- The supervisor may not formally evaluate nor recommend for reversion until such training has been provided.
- The Assistant Superintendent for Human Resources and Legal Services shall make the final determination if the training referenced in Paragraph A above has been offered.

If the employee fails to notify HRS within the specified time period, then:

- The employee relinquishes the right to grieve this provision; and
- The employee may not cite this provision in any grievance.

### Section 7 – Conferences

#### A. Assistance Conference

If an employee has applied for and not received four positions within a two year period, or if an employee has been reverted by the Employer, or if an employee has experienced an unsuccessful trial period, he/she may request an Assistance Conference. A representative of the Association and a representative of Administrative Services shall meet with the employee to help identify potential areas for improvement. Assistance may be offered through the professional development opportunities identified in Article 23 or through other sources.

#### B. Special Conferences

Either the Employer or the Association may request a special conference to address issues concerning sections 1-7 of this article. Non-precedent setting solutions to personnel problems may be agreed to at special conferences.

## ARTICLE 12

### WORK DAY, WORK WEEK, WORK YEAR

#### Section 1 - Work Day

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

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

### Section 3 - Flexible Time

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

### Section 4 - Work Year

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

C. In case of a change of terminal date of an employment year for any less than twelve (12) month personnel, the Employer shall:

- (a) Give at least thirty (30) days notice if the year is to be extended;
- (b) Give at least two (2) weeks notice if the year is to be shortened.

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

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

#### Section 5 - Compensatory Time

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

##### A. Accrual

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

##### B. Limit on Accrual

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

##### C. Use of Compensatory Time

- 1) Compensatory time, if not used, must be scheduled within two (2) months of the time it was accrued
- 2) Unless approved by the supervisor or accrual is not sufficient, compensatory days must be used in full or half days.

- 3) For each position, the supervisor may exclude up to six (6) weeks that may not be scheduled for the use of compensatory time. These weeks shall be identified at the beginning of each work year.
- 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.

## ARTICLE 13

### WORKLOADS AND ASSIGNMENTS

- A. The primary responsibility of the office professional shall be in the performance of secretarial 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.
- B. The Employer shall take all reasonable measures to equalize work assignments and work loads. At the elementary level, the ratio of office professionals to pupil enrollment as of the official enrollment date shall be as follows: one (1) office professional to 500 pupils, one and one-half (1 1/2) for 501 to 750 pupils, and two (2) office professionals for over 750 pupils. At the middle school level there shall be a minimum of three (3) full time office professionals for an enrollment of 1,000 pupils as of the official enrollment date. At the senior high, the number of office professionals employed shall be determined by the demands of the program, but in no instance shall the ratio be less than three (3) office professionals per 1,000 pupils.
- C. Employees assigned temporarily to a higher paying category for five consecutive days shall be paid on the basis of the higher paying category beginning with the sixth consecutive day and retroactive to the first day of the assignment. Employees may temporarily work in a lower category in which case the employee will not suffer loss in his/her hourly rate.
- D. When the Employer or the Association determines that the responsibilities of an assignment have significantly changed, either party may call a special conference to discuss the matter and seek a mutually acceptable resolution.
- E. Under no circumstances will an employee be required to work as the sole occupant of the building. Sick time, comp time, or vacation time may be used for hours lost.

## 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

Less than 12 month employees 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.

## 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. No employee shall be disciplined (written reprimand, suspension, or discharged for disciplinary reasons) without just cause. For purposes of this Agreement, just cause shall include but not be limited to:
- 1) Refusal or failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this Agreement;
  - 2) Refusal or failure to meet established work rules and standards;
  - 3) A pattern of tardiness or absenteeism, including absence beyond allowable sick leave or approved leave of absence;
  - 4) Repeated or significant interference with the performance of assigned work by another employee of the Employer;

- 5) Behaving in a threatening manner on the Employer's property;
- 6) Using or being under the influence of illegal drugs or alcohol on the job or on the Employer's property;
- 7) Insubordination;
- 8) Possessing a weapon on the Employer's property;
- 9) Theft of school or personal property from the Employer's property;
- 10) Time card fraud;
- 11) Absence from work for three (3) consecutive work days without notifying his or her supervisor, unless clear and convincing evidence is produced to the Employer at the first opportunity establishing that the lack of notification was due to circumstances beyond the employee's control.
- 12) Violations of the district's fair treatment and harassment policies.

B. This does not preclude the Employer from suspending an employee with pay during the investigation process when the Employer deems such removal from the place of employment to be necessary.

#### Section 2 - Progressive Discipline

- A. The parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed.
- B. Prior to any recommendation for discipline, discharge or demotion, the supervisor shall provide an opportunity for the employee to meet with him/her in regard to the problem. The supervisor shall provide a minimum of 24 hours notice for such a meeting. A recognized Association representative may be present at any such session at the request of either the employee or the supervisor.
- C. No communication shall be placed in the employee's personnel file without his/her knowledge and an opportunity to rebut the claim.
- D. No employee will be disciplined for any continued failure pursuant to item 1 or 2 or for conduct falling within items 3, 4, 5 or 12 of Section 1 of this Article, unless he/she has first been warned in writing that discipline may result from such cause. In imposing discipline (or discharge) the Employer may take into consideration all infractions which occur during a 48-month period.
- E. This will not prevent the Employer from taking immediate action in unusual or severe situations. Violations of items 6, 7, 8, 9, 10, or 11 may result in immediate dismissal.

### Section 3 - Grievance

Should the disciplined or discharged employee consider the action to be improper, a complaint shall be presented via the grievance procedure.

## ARTICLE 16

### EVALUATION

#### Section 1 - Purpose of Evaluation

- A. The purpose of evaluation for probationary employees is to assess their performance in judging whether the employee should be placed in a continuing employment status.
- B. The purpose of evaluation for continuing employees is to:
  - 1) Assist and encourage employees in improving their skills and performance.
  - 2) Assess performance of those receiving promotions or new placements.
  - 3) Assess performance where there is a concern about performance that may lead to a Performance Improvement Plan or a recommendation for termination for unsatisfactory performance.

#### 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.
- B. When an evaluation is to be conducted, the employee will be given a copy of the established criteria prior to the commencement of the evaluation period. The employee will have an opportunity to place evidence of satisfactory performance in their personnel file.
- C. The criteria and format will be determined by the Employer. It is mutually recognized that participation by all parties has merit. When a committee is established to review the method of evaluation and the evaluation tool, the committee will be advisory and Association representation will be secured for inclusion on the committee.
- D. All employees shall receive a copy of their evaluation(s) and be given an opportunity to sign the evaluation and discuss with the evaluator. The employee has the right to have a union advocate present at his/her discretion.
- E. Evaluations, where applicable, will include input from District employees who provide direction to bargaining unit employees and shall be signed by the supervising administrator.

- F. Employees shall be given an opportunity to attach a written statement to the evaluation, but the content of an evaluation shall not be subject to the grievance procedure.
- G. No bargaining unit member shall evaluate another bargaining unit member.

### 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 Plan for Improvement, and
  - 3) the employee must be given another evaluation at least 30 days after being provided with the Plan for Improvement.

### Section 4 - Trial Period for Promoted Employees (See Article 11 Section 5 )

Those employees promoted to a higher classification will have a ninety (90) day trial period. In order for the performance of the employee to be deemed unsatisfactory during the trial period, he/she must receive an unsatisfactory evaluation before the 60<sup>th</sup> day, be placed on a performance improvement plan, have at least 30 days in which to improve, and receive a second unsatisfactory evaluation on or before the 90<sup>th</sup> day. If a second unsatisfactory evaluation is received on or before the 90<sup>th</sup> day Article 11, Section 5 part C shall apply.

### 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, and will provide for regular assessment during the improvement period.

- A. Unsatisfactory is defined as an average rating of less than 2 on the Office Professional Appraisal Form (Appendix D). The employer reserves the right at any time to put an employee on an improvement plan regardless of the evaluation rating.
- B. The regular assessments shall be summarized in writing as established by the evaluator and set forth in the performance improvement plan.

### Section 6 - Alternate Evaluation Process

During a year when an employee is scheduled to be evaluated, an employee with at least 6 years experience in the bargaining unit and whose last evaluation was satisfactory may, through mutual agreement with his/her supervisor, substitute a project of value to the district.

- A. Supervising administrators and employees shall meet during the first six weeks of the school year to discuss and reach agreement on the project for that employee for the year.
- B. The employee shall work on the project during the year, and shall report to the supervising administrator at least once before the end of the first semester and once before May 1<sup>st</sup> of the year on progress in the project. Such reports may either be oral or in writing.
- C. During May, the supervising administrator and employee shall meet to review the project.
- D. Any records of this activity will be submitted to the employee's personnel file as a record of their evaluation.
- E. The Alternate Evaluation Process may be selected only if the employee received a standard evaluation during his/her previous evaluation cycle.

ARTICLE 17

SICK LEAVE

Section 1 - Accruals

- A. Employees shall receive sick leave accruals as follows:

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

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

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

The sick leave payout will be paid by direct deposit into a tax sheltered annuity through MEA Financial Services/Paradigm Equities, subject to contribution and other limitations imposed by



applicable state/federal laws. If they have reached the maximum contributions allowed by law then they will receive the payment through payroll with all applicable taxes withheld.

### Section 2 - Use of Sick Leave:

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

### Section 3 - Restrictions on Use

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

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

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

C. Use of sick leave beyond the employee's personal sick leave accumulation, except those days taken while on an approved unpaid leave of absence, will be subject to the following progressive discipline:

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

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

#### Section 4 - Donation of Days

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

### ARTICLE 18

#### VACATIONS

#### Section 1 - Accruals

A. All twelve (12) month employees hired prior to July 1, 2004, shall accrue vacation days with pay as follows:

- 0 through 5 years in the AAPS - 1 day per month
- 6 through 10 years in the AAPS as of July 1 - 1 1/3 days per month
- 11 or more years in the AAPS as of July 1 - 1 2/3 days per month.

All twelve (12) month employees hired on or after July 1, 2004, shall accrue vacation days with pay as follows:

- 0 through 10 years in the AAPS - 2 weeks per year (.834 days per month)
- 11 or more years in the AAPS as of July 1 - 3 weeks per year (1.25 days per month).

(All years are consecutive contractual years of employment in the Ann Arbor Public Schools).

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.

All less than twelve month employees hired prior to July 1, 2004, shall accrue additional days with pay as follows:

- 0 through 5 years in the AAPS - 1 day per month
- 6 through 10 years in the AAPS as of July 1 - 1 1/3 days per month
- 11 or more years in the AAPS as of July 1 - 1 2/3 days per month.

All less than twelve month employees hired on or after July 1, 2004, shall accrue additional days with pay as follows:

- 0 through 10 years in the AAPS - .834 days per month
- 11 or more years in the AAPS as of July 1 - 1.25 days per month.

(All years are consecutive contractual years of employment in the Ann Arbor Public Schools).

- C. Any contractual employees working on a regular schedule of less than eight (8) hours per day or forty (40) hours per week shall earn vacation leave with pay pro-rated on the basis of actual hours worked.

#### Section 2 - Use of Vacation Time

- A. Vacation time may not be taken before it is earned but (absent an exception in writing from the Human Resource Services Office, in which case pay for days may at the option of the Human Resource Services Office be substituted instead) must be taken within one (1) fiscal year of the fiscal year in which the time is earned.
- B. Vacation leave shall, to the extent the personnel requirements of the department or building permit, be scheduled with particular regard to seniority of employees. Application for vacation shall be in writing and the applicant may appeal to the Human Resource Services Office any denial by the immediate supervisor (or after ten (10) days his/her failure to respond to the request), though seniority shall not be applicable if the effect of its imposition would be to force cancellation of a vacation already approved for a less senior employee. To the extent departmental or building workloads permit, vacations should be granted for the convenience of the employee. In accord with the above and if the smooth and efficient operation of the department or building will not be jeopardized thereby, an employee may use all of his/her earned vacation allowance at one time.
- C. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, an employee shall receive any unused vacation allowance at the rate of pay received by her/him at the time the allowance was earned.

### ARTICLE 19

#### PERSONAL BUSINESS

- A. Each employee shall be allowed, in addition to sick leave, two (2) personal business days per school year, for compelling personal business affairs.
- B. The employee, except in emergencies, shall request use of a personal business day from his/her supervisor at least forty-eight (48) hours in advance of his/her intent to take a personal business day. Full or half days are recorded for personal business. Employees shall

also have the right to use personal business time in smaller fractions of a day that are accounted for on the building or department level with consent of the building principal or department level administrator. The employee need not disclose the nature of the personal business or affairs involved. Personal business days may not be used on a day immediately before or after a paid holiday, vacation period, or during the first or last week of the school year, except in cases of provable emergency and prior written approval is received from Human Resource Services. Unused personal business days will be credited to accrued sick leave at the end of the school year.

- C. Employees on probation shall accumulate personal leave days during their probationary period but shall not be allowed to use them until after 90 ninety days of employment.

## ARTICLE 20

### HOLIDAYS

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

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

- C. Any less than twelve (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 or comp day on Martin Luther King Day.

## ARTICLE 21

### LEAVES OF ABSENCE

#### Section 1 - Granting a Leave of Absence

- A. All leaves of absence must be applied for in writing to the Human Resource Services department. Requests for medical leaves, whether paid or unpaid, must be accompanied by a healthcare provider's verification.
- B. 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.

### C. Paid Leaves.

- 1) The Employer shall pay employees selected for jury duty the difference between the money received for jury duty, excluding mileage, and the employee's normal daily rate of pay, provided that the employee has notified Human Resource Services of his/her notice to serve by 5:00 p.m. of the working day following receipt of such notice. Notwithstanding any of the above, employees shall, however, report for work to the extent time schedules permit.
- 2) All medical leaves, including approved FMLA leaves, shall be with pay until the employee's accumulated sick leave is exhausted or the employee qualifies for Long Term Disability.

### D. Unpaid Leaves.

Leaves of absence without pay or other benefits, except as provided through FMLA, may be granted to employees who have been with the District more than one (1) year for:

- 1) Personal illness beyond accumulated sick leave.
  - 2) Illness in the immediate family beyond accumulated sick leave.
  - 3) Maternity and child care.
  - 4) Education leave.
  - 5) Serving in any elected or appointed positions.
  - 6) Other suitable cases approved by the Employer.
- E. Any leave as described in Section 1 may be extended up to one (1) additional year (maximum) for like cause, after which, and upon failure to accept the first available job in his/her pay grade or below, all employment shall terminate.
- F. No such leave shall be extendable or renewable and no leave requested pursuant to this section shall be granted for anything but consecutive days, except as required by law or that the Assistant Superintendent for Human Resources and Legal Services may extend or suspend the limitations herein imposed.
- G. Any benefits under the provisions of the Agreement which would otherwise accrue to an employee shall be suspended during an unpaid leave of absence. Upon return to work, if the unpaid leave exceeded six (6) months, the employee's seniority date shall be altered to appropriately reflect the absent time.

### Section 2 - Return from Leave

- A. Under no circumstances shall the Employer be liable to return an employee to work prior to the termination of the agreed upon leave.
- B. Employees on a paid leave or an approved FMLA leave shall be guaranteed their same position, if it continues to exist. If the position no longer exists, the employee shall be placed in the position accorded to him/her by the Layoff and Recall procedures defined in Article 9.

- C. If the leave is unpaid, the Employer agrees to hold open the employee's current position for a period of sixty (60) days, in which case a temporary, non-unit substitute may be used pending the incumbent's return.
- D. Upon written notification of intent to return from an approved unpaid leave of longer than sixty (60) days, the employee shall be entitled to the first available position of the same FTE in her/his previous classification or lower. Refusal to accept the first such available position in the employee's previous classification shall result in loss of seniority and termination of employment. Acceptance of a position in a lower classification shall fulfill all obligations of the Employer to the employee under this provision.

### Section 3 - Other Leaves

#### A. Military Leaves

The provision of the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA) shall prevail for all aspects of military leave including request for and return from such leave.

The employee must give notice to the employer of need to leave his/her job for service in the uniformed services unless giving notice is precluded by military necessity. Employees must notify the employer of their intent to return to work as required by law.

USERRA will be the prevailing Act for purposes of military leave unless it is superseded by other legislation.

#### B. Elected Positions

Employees serving full-time in an elected or appointed administrative position for a bona fide governmental or Professional/Union Organization shall be granted leave without loss of seniority to the extent necessary to permit them to serve out their terms.

## ARTICLE 22

### COMPENSATION

- A. Salary Schedule - The hourly rates of pay for employees are set forth in Appendix A (to be paid in accordance with job classifications in Appendix B). Each employee shall advance through the wage 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. Direct Deposit - Employees may have all pays deposited directly by the Employer into their account at any banking institution in the United States or the Michigan Educational Credit Union. If employees elect to have payroll checks deposited in a bank, they must specify one account.
- C. Number of Pays - Less than twelve (12) month employees shall choose either twenty-six (26) pays or twenty-two (22) pays (these may vary depending on the calendar) and will

include the anticipated paid days for that year. Employees must notify the Payroll Office of their choice of pay option by 5:00 P.M. of the Friday of the second week of employment. There shall be no deviation from this policy following the above stated time for notification, nor shall payment of money accumulated for the summer checks for those choosing twenty-six (26) pays be made. Employees who have not made their selection by the above deadline shall be placed on twenty-six (26) pays. Individuals who wish to change their pay option may do so by written notice to the Payroll Office by July 1 for the following school year.

- D. Salary Deductions - Salary deduction for time lost shall be computed as follows: the employee's hourly rate of pay multiplied by the actual working hours lost.
- E. Overtime - Except as otherwise provided, 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.

## ARTICLE 23

### PROFESSIONAL DEVELOPMENT

- A. In-Service - The Employer agrees to release up to ten (10) office professionals 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 Association on the individuals proposed to attend and the specific in-service/seminar. The Employer agrees to provide up to a total of \$1,500.00 reimbursement for program registration fees and required materials.
- B. Additional In-Service - The Employer agrees to provide up to an additional \$1,000.00 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 Association 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 24

### INSURANCE 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 twenty (20) hours or more per week to be eligible for fringe benefits.
- B. Options - The Employer shall provide for each eligible employee who makes proper application, the option of the following insurance coverage:

- Option 1: Health Care Insurance  
Dental Care Insurance  
\$35,000 Life Insurance  
Long Term Disability Insurance
- Option 2: Dental Care Insurance  
\$35,000 Life Insurance  
\$1,000 into a Section 125 account at the OP's discretion  
Long Term Disability Insurance
- Option 3: \$50,000 Life Insurance  
\$1,000 placed in a Section 125 account at the OP's discretion  
Long Term Disability Insurance

C. Health Care Benefits

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

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

Each eligible employee may choose to purchase, at his/her own expense, the Blue Care Network HMO Plan with a \$10/40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), \$20 co-pay for office visits, and \$50 copay for emergency room visits at a cost \$58.27 per pay from September-June,

or the Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan A with a \$100/\$200 deductible, \$500/\$1000 stop loss, 90% in network coverage, the preferred \$15/30 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), \$20 copay for office visits, and \$50 co-pay for emergency room visits at a cost of \$180.64 per pay from September-June,

or the Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan B with no in network deductibles, the preferred \$10/20 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), \$10 co-pay for office visits, and \$50 copay for emergency room visits for a cost of \$279.52 per pay from September-June,

or 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 copay for emergency room visits for a cost of \$68.54 per pay from September-June.



D. Dental Care Benefits

The Dental Care Insurance shall be Employer's Dental Care Benefits program, with benefits not less than those in effect as of the date of this Agreement.

E. Term Life Insurance Benefits

The Employer shall provide each regular, full-time employee with \$35,000 group term life insurance benefits (\$50,000 for Option 3).

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, the employee reaches Social Security Retirement age, or the employee is otherwise not eligible for the benefit.

G. Premium Proration

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

Regular Hours Worked Per Day/Per Week	Percent of Employer Contribution to Monthly Premium Cost	Percent of Employee Contribution to Monthly Premium Cost
Under 4 hours per day/20 hours per week	Not eligible for coverage	Not eligible for coverage
4 - 5.9 hours per day/20 - 29.9 hours per week	50%	50%
6 - 7.9 hours per day/30 - 39.9 hours per week	75%	25%

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 C 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. Coverage on Leave

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.

M. Section 125

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.

ARTICLE 25

WORKERS' COMPENSATION

If an employee is injured on the job and becomes eligible for compensation under the Worker's Compensation Act, he/she may choose one (1) of the following options:

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

ARTICLE 26

MISCELLANEOUS BENEFITS

A. Continuing Education

Any employee may enroll in any two (2) established courses of his/her choice per year in the Ann Arbor Public Schools Continuing Education Program on a non-fee basis. The employee shall, however, pay any charges for materials used.

B. Tax Shelter

The Employer agrees to provide the opportunity for employees to participate in one of the tax sheltered annuity programs currently offered by the Employer.

ARTICLE 27

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Employer and presented to all employees now employed or hereafter employed by the Employer.

- B. The Employer will do what it reasonably and feasibly can to avoid requiring employees to work continuously in facilities subject to unnatural temperature extremes; especially as such extremes may jeopardize the health of the employee.
- C. The Employer will provide liability coverage, excluding malpractice coverage, for employees consistent with coverage provided to all other bargaining unit district employees.

## ARTICLE 28

### SPECIAL CONFERENCES

Upon agreement of the Association and the Employer, Special Conferences shall be held for the purpose of considering matters of mutual interest. All such Conferences shall be arranged through the President of the Association and the Assistant Superintendent for Human Resources and Legal Services.

Any matters discussed or any agreements reached in a Special Conference shall not change, alter, modify, add to, or detract from any of the provisions of this Agreement, or the rights of either the Employer or the Association under this Agreement.

Agreements reached in a Special Conference will be memorialized in a Memorandum of Agreements.

## ARTICLE 29

### NEGOTIATION PROCEDURES

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of employees covered by this Agreement.
- B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by the Board and the Association. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.
- D. Members of the Association's negotiating team and/or consultants thereto, who are employees of the Employer, shall be released from their normal duties without loss of salary when meetings of the two negotiating teams are scheduled during their normal working hours.
- E. The parties hereby agree that their Teams shall meet at least quarterly during the school year to attempt to resolve problems. The topics for these meetings shall be established by the

group at the previous quarter's meeting whenever possible. Topics will remain on the agendas until resolved or until deleted by mutual agreement.

- F. Prior to the establishment of any new position in the bargaining unit, the Employer shall notify the Association of such a contemplated action, and meet with the Association to negotiate workload for the position. This provision does not preclude the Employer's ability to create and post positions. If the timing of the decision to establish the position precludes such a meeting, the Employer shall meet with the Association as soon as possible. The parties may agree that the position should be allowed to operate without a defined workload for some defined period of time to determine what a reasonable workload might be.
- G. By mutual consent of both parties any section of this agreement may be reopened.

## ARTICLE 30

### NO STRIKE CLAUSE

The Association shall not engage in, sanction, or conduct any work stoppage or other concerted action in violation of the terms and conditions of this Agreement for the duration of this Agreement.

## ARTICLE 31

### SCOPE OF AGREEMENT

- A. This Agreement represents the entire agreement between the Employer, the Association and the employees which the Association represents. This Agreement supersedes and cancels all previous agreements, oral or written, or based on an alleged past or Employer practice either established by the Employer, or between the Employer and the Association or employees, and constitutes the entire agreement between the parties. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Association.
- B. The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- C. Any agreement reached between the Employer and the Association is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by an individual employee.
- D. Should any part or provision of this Agreement be rendered or declared illegal by any decree of a court of competent jurisdiction, or should any such part or provision be invalid under any existing or future state or federal legislation, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected.

## ARTICLE 32

### SUMMER SCHOOL

If the employer opts to offer a summer school program, the following provisions shall apply.

- A. Office Professionals will be given preference for summer school work which will be posted under the provisions of this agreement, however, the final decision rests with the Summer School Principal.
- B. Summer school work shall be considered supplemental employment and determined on a year to year basis.
- C. Office Professionals will be paid for sick hours up to one full summer school workday for the current summer school session. This is applicable to only those bargaining unit members that work the entire four (4) week or more summer school session.
- D. Wages for summer school work will be as follows: elementary, middle school, and high school will be \$22.00 per hour and, the high school summer school attendance is \$19.31. No other provisions shall apply for summer school work.
- E. Individuals who are not normally members of the bargaining unit will not become members if summer school work is their only employment within the bargaining unit.

## ARTICLE 33

### DURATION AND AMENDMENT

This Agreement shall be effective, July 1, 2011, and shall continue in full force and effect until midnight June 30, 2013 and thereafter for successive periods of one (1) year unless either party, on or before sixty (60) days prior to its expiration, notifies the other party in writing of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement upon its expiration date.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, affixed their Signature to this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ANN ARBOR BOARD OF  
EDUCATION  
PROFESSIONALS**

**ANN ARBOR EDUCATION  
ASSOCIATION FOR OFFICE**

\_\_\_\_\_  
David A. Comsa, Chief Negotiator

\_\_\_\_\_  
Laurie Adams, Association President

\_\_\_\_\_  
Deborah Mexicotte, Board President

\_\_\_\_\_  
Paul Morrison, Chief Negotiator

\_\_\_\_\_  
Andrew Thomas, Board Secretary

\_\_\_\_\_  
Susan Christman

\_\_\_\_\_  
Robert Allen, Interim Superintendent

\_\_\_\_\_  
Nadine Diegel

\_\_\_\_\_  
William Dion

\_\_\_\_\_  
Gina Lewis

\_\_\_\_\_  
Donelda Markel

\_\_\_\_\_  
Kathy Kyle

\_\_\_\_\_  
Sheila Woodson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 2011-12 SALARY SCHEDULE - 9 MONTH EMPLOYEES

			HIRED BEFORE 7/1/04			HIRED AFTER 6/30/04		
			DAYS 190	1 day/Mo 9 (1)	1.333 day/Mo 12 (2)	1.667 day/Mo 15 (3)	.834 days/Mo 7.506 (4)	1.25 days/Mo 11.25 (5)
CLASS	STEP	HOUR LY	ANNUAL	PAID DAYS	PAID DAYS	PAID DAYS	PAID DAYS	PAID DAYS
C	1	14.42	21,918.40	22,956.64	23,302.72	23,648.80	22,784.29	23,216.20
C	2	15.16	23,043.20	24,134.72	24,498.56	24,862.40	23,953.53	24,407.60
C	3	15.88	24,137.60	25,280.96	25,662.08	26,043.20	25,091.16	25,566.80
C	4	16.68	25,353.60	26,554.56	26,954.88	27,355.20	26,355.20	26,854.80
C	5	17.56	26,691.20	27,955.52	28,376.96	28,798.40	27,745.64	28,271.60
C	L1(8)	17.89	27,192.80	28,480.88	28,910.24	29,339.60	28,267.06	28,802.90
C	L2(11)	18.28	27,785.60	29,101.76	29,540.48	29,979.20	28,883.28	29,430.80
C	L3(14)	18.63	28,317.60	29,658.96	30,106.08	30,553.20	29,436.29	29,994.30
D	1	15.39	23,392.80	24,500.88	24,870.24	25,239.60	24,316.94	24,777.90
D	2	16.20	24,624.00	25,790.40	26,179.20	26,568.00	25,596.78	26,082.00
D	3	17.01	25,855.20	27,079.92	27,488.16	27,896.40	26,876.62	27,386.10
D	4	17.82	27,086.40	28,369.44	28,797.12	29,224.80	28,156.46	28,690.20
D	5	18.74	28,484.80	29,834.08	30,283.84	30,733.60	29,610.10	30,171.40
D	L1(8)	19.12	29,062.40	30,439.04	30,897.92	31,356.80	30,210.52	30,783.20
D	L2(11)	19.46	29,579.20	30,980.32	31,447.36	31,914.40	30,747.73	31,330.60
D	L3(14)	19.89	30,232.80	31,664.88	32,142.24	32,619.60	31,427.15	32,022.90
T	1	16.46	25,019.20	26,204.32	26,599.36	26,994.40	26,007.59	26,500.60
T	2	17.29	26,280.80	27,525.68	27,940.64	28,355.60	27,319.03	27,836.90
T	3	18.16	27,603.20	28,910.72	29,346.56	29,782.40	28,693.67	29,237.60
T	4	19.08	29,001.60	30,375.36	30,833.28	31,291.20	30,147.32	30,718.80
T	5	20.00	30,400.00	31,840.00	32,320.00	32,800.00	31,600.96	32,200.00
T	L1(8)	20.42	31,038.40	32,508.64	32,998.72	33,488.80	32,264.58	32,876.20
T	L2(11)	20.82	31,646.40	33,145.44	33,645.12	34,144.80	32,896.60	33,520.20
T	L3(14)	21.22	32,254.40	33,782.24	34,291.52	34,800.80	33,528.62	34,164.20
Z	1	17.59	26,736.80	28,003.28	28,425.44	28,847.60	27,793.04	28,319.90
Z	2	18.41	27,983.20	29,308.72	29,750.56	30,192.40	29,088.68	29,640.10
Z	3	19.38	29,457.60	30,852.96	31,318.08	31,783.20	30,621.33	31,201.80
Z	4	20.35	30,932.00	32,397.20	32,885.60	33,374.00	32,153.98	32,763.50
Z	5	21.35	32,452.00	33,989.20	34,501.60	35,014.00	33,734.02	34,373.50
Z	L1(8)	21.79	33,120.80	34,689.68	35,212.64	35,735.60	34,429.25	35,081.90
Z	L2(11)	22.22	33,774.40	35,374.24	35,907.52	36,440.80	35,108.67	35,774.20
Z	L3(14)	22.66	34,443.20	36,074.72	36,618.56	37,162.40	35,803.89	36,482.60

L1: All employees with eight (8) to eleven (11) years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 8.

L2: All employees with eleven (11) to fourteen (14) years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 11.

L3: All employees with fourteen (14) plus years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 14.

## 2011-12 SALARY SCHEDULE - 10 MONTH EMPLOYEES

				HIRED BEFORE 7/1/04			HIRED AFTER 6/30/04	
				1 day/Mo 10 (1)	1.333 day/Mo 13.33 (2)	1.667 day/Mo 16.67 (3)	.834 days/Mo 8.34 (4)	1.25 days/Mo 12.5 (5)
CLASS	STEP	HOURLY	ANNUAL	PAID DAYS	PAID DAYS	PAID DAYS	PAID DAYS	PAID DAYS
C	1	14.42	22,841.28	23,994.88	24,379.03	24,764.33	23,803.38	24,283.28
C	2	15.16	24,013.44	25,226.24	25,630.10	26,035.18	25,024.92	25,529.44
C	3	15.88	25,153.92	26,424.32	26,847.36	27,271.68	26,213.43	26,741.92
C	4	16.68	26,421.12	27,755.52	28,199.88	28,645.56	27,534.01	28,089.12
C	5	17.56	27,815.04	29,219.84	29,687.64	30,156.84	28,986.64	29,571.04
C	L1(8)	17.89	28,337.76	29,768.96	30,245.55	30,723.57	29,531.38	30,126.76
C	L2(11)	18.28	28,955.52	30,417.92	30,904.90	31,393.34	30,175.16	30,783.52
C	L3(14)	18.63	29,509.92	31,000.32	31,496.62	31,994.42	30,752.91	31,372.92
D	1	15.39	24,377.76	25,608.96	26,018.95	26,430.17	25,404.58	25,916.76
D	2	16.20	25,660.80	26,956.80	27,388.37	27,821.23	26,741.66	27,280.80
D	3	17.01	26,943.84	28,304.64	28,757.79	29,212.29	28,078.75	28,644.84
D	4	17.82	28,226.88	29,652.48	30,127.20	30,603.36	29,415.83	30,008.88
D	5	18.74	29,684.16	31,183.36	31,682.59	32,183.33	30,934.49	31,558.16
D	L1(8)	19.12	30,286.08	31,815.68	32,325.04	32,835.92	31,561.77	32,198.08
D	L2(11)	19.46	30,824.64	32,381.44	32,899.85	33,419.83	32,123.01	32,770.64
D	L3(14)	19.89	31,505.76	33,096.96	33,626.83	34,158.29	32,832.82	33,494.76
T	1	16.46	26,072.64	27,389.44	27,827.93	28,267.75	27,170.85	27,718.64
T	2	17.29	27,387.36	28,770.56	29,231.17	29,693.15	28,540.95	29,116.36
T	3	18.16	28,765.44	30,218.24	30,702.02	31,187.26	29,977.08	30,581.44
T	4	19.08	30,222.72	31,749.12	32,257.41	32,767.23	31,495.74	32,130.72
T	5	20.00	31,680.00	33,280.00	33,812.80	34,347.20	33,014.40	33,680.00
T	L1(8)	20.42	32,345.28	33,978.88	34,522.87	35,068.49	33,707.70	34,387.28
T	L2(11)	20.82	32,978.88	34,644.48	35,199.12	35,755.44	34,367.99	35,060.88
T	L3(14)	21.22	33,612.48	35,310.08	35,875.38	36,442.38	35,028.28	35,734.48
Z	1	17.59	27,862.56	29,269.76	29,738.36	30,208.36	29,036.16	29,621.56
Z	2	18.41	29,161.44	30,634.24	31,124.68	31,616.60	30,389.76	31,002.44
Z	3	19.38	30,697.92	32,248.32	32,764.60	33,282.44	31,990.95	32,635.92
Z	4	20.35	32,234.40	33,862.40	34,404.52	34,948.28	33,592.15	34,269.40
Z	5	21.35	33,818.40	35,526.40	36,095.16	36,665.64	35,242.87	35,953.40
Z	L1(8)	21.79	34,515.36	36,258.56	36,839.05	37,421.27	35,969.19	36,694.36
Z	L2(11)	22.22	35,196.48	36,974.08	37,566.02	38,159.74	36,679.00	37,418.48
Z	L3(14)	22.66	35,893.44	37,706.24	38,309.90	38,915.38	37,405.32	38,159.44

L1: All employees with eight (8) to eleven (11) years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 8.

L2: All employees with eleven (11) to fourteen (14) years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 11.

L3: All employees with fourteen (14) plus years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 14.



## 2011-12 SALARY SCHEDULE - 10+ MONTH EMPLOYEES

				HIRED BEFORE 7/1/04			HIRED AFTER 6/30/04	
			DAYS 208	1 day/Mo 10 (1)	1.333 day/Mo 13.33 (2)	1.667 day/Mo 16.67 (3)	.834 days/Mo 8.34 (4)	1.25 days/Mo 12.5 (5)
CLASS	STEP	HOURLY	ANNUAL	PAID DAYS	PAID DAYS	PAID DAYS	PAID DAYS	PAID DAYS
C	1	14.42	23,994.88	25,148.48	25,532.63	25,917.93	24,956.98	25,436.88
C	2	15.16	25,226.24	26,439.04	26,842.90	27,247.98	26,237.72	26,742.24
C	3	15.88	26,424.32	27,694.72	28,117.76	28,542.08	27,483.83	28,012.32
C	4	16.68	27,755.52	29,089.92	29,534.28	29,979.96	28,868.41	29,423.52
C	5	17.56	29,219.84	30,624.64	31,092.44	31,561.64	30,391.44	30,975.84
C	L1(8)	17.89	29,768.96	31,200.16	31,676.75	32,154.77	30,962.58	31,557.96
C	L2(11)	18.28	30,417.92	31,880.32	32,367.30	32,855.74	31,637.56	32,245.92
C	L3(14)	18.63	31,000.32	32,490.72	32,987.02	33,484.82	32,243.31	32,863.32
D	1	15.39	25,608.96	26,840.16	27,250.15	27,661.37	26,635.78	27,147.96
D	2	16.20	26,956.80	28,252.80	28,684.37	29,117.23	28,037.66	28,576.80
D	3	17.01	28,304.64	29,665.44	30,118.59	30,573.09	29,439.55	30,005.64
D	4	17.82	29,652.48	31,078.08	31,552.80	32,028.96	30,841.43	31,434.48
D	5	18.74	31,183.36	32,682.56	33,181.79	33,682.53	32,433.69	33,057.36
D	L1(8)	19.12	31,815.68	33,345.28	33,854.64	34,365.52	33,091.37	33,727.68
D	L2(11)	19.46	32,381.44	33,938.24	34,456.65	34,976.63	33,679.81	34,327.44
D	L3(14)	19.89	33,096.96	34,688.16	35,218.03	35,749.49	34,424.02	35,085.96
T	1	16.46	27,389.44	28,706.24	29,144.73	29,584.55	28,487.65	29,035.44
T	2	17.29	28,770.56	30,153.76	30,614.37	31,076.35	29,924.15	30,499.56
T	3	18.16	30,218.24	31,671.04	32,154.82	32,640.06	31,429.88	32,034.24
T	4	19.08	31,749.12	33,275.52	33,783.81	34,293.63	33,022.14	33,657.12
T	5	20.00	33,280.00	34,880.00	35,412.80	35,947.20	34,614.40	35,280.00
T	L1(8)	20.42	33,978.88	35,612.48	36,156.47	36,702.09	35,341.30	36,020.88
T	L2(11)	20.82	34,644.48	36,310.08	36,864.72	37,421.04	36,033.59	36,726.48
T	L3(14)	21.22	35,310.08	37,007.68	37,572.98	38,139.98	36,725.88	37,432.08
Z	1	17.59	29,269.76	30,676.96	31,145.56	31,615.56	30,443.36	31,028.76
Z	2	18.41	30,634.24	32,107.04	32,597.48	33,089.40	31,862.56	32,475.24
Z	3	19.38	32,248.32	33,798.72	34,315.00	34,832.84	33,541.35	34,186.32
Z	4	20.35	33,862.40	35,490.40	36,032.52	36,576.28	35,220.15	35,897.40
Z	5	21.35	35,526.40	37,234.40	37,803.16	38,373.64	36,950.87	37,661.40
Z	L1(8)	21.79	36,258.56	38,001.76	38,582.25	39,164.47	37,712.39	38,437.56
Z	L2(11)	22.22	36,974.08	38,751.68	39,343.62	39,937.34	38,456.60	39,196.08
Z	L3(14)	22.66	37,706.24	39,519.04	40,122.70	40,728.18	39,218.12	39,972.24

L1: All employees with eight (8) to eleven (11) years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 8.

L2: All employees with eleven (11) to fourteen (14) years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 11.

L3: All employees with fourteen (14) plus years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 14.

## 2011-12 SALARY SCHEDULE 12 MONTH EMPLOYEES

			255 DAYS
CLASS	STEP	HOURLY	ANNUAL
C	1	14.42	29,416.80
C	2	15.16	30,926.40
C	3	15.88	32,395.20
C	4	16.68	34,027.20
C	5	17.56	35,822.40
C	L1(8)	17.89	36,495.60
C	L2(11)	18.28	37,291.20
C	L3(14)	18.63	38,005.20
D	1	15.39	31,395.60
D	2	16.20	33,048.00
D	3	17.01	34,700.40
D	4	17.82	36,352.80
D	5	18.74	38,229.60
D	L1(8)	19.12	39,004.80
D	L2(11)	19.46	39,698.40
D	L3(14)	19.89	40,575.60
T	1	16.46	33,578.40
T	2	17.29	35,271.60
T	3	18.16	37,046.40
T	4	19.08	38,923.20
T	5	20.00	40,800.00
T	L1(8)	20.42	41,656.80
T	L2(11)	20.82	42,472.80
T	L3(14)	21.22	43,288.80
Z	1	17.59	35,883.60
Z	2	18.41	37,556.40
Z	3	19.38	39,535.20
Z	4	20.35	41,514.00
Z	5	21.35	43,554.00
Z	L1(8)	21.79	44,451.60
Z	L2(11)	22.22	45,328.80
Z	L3(14)	22.66	46,226.40

L1: All employees with eight (8) to eleven (11) years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 8.

L2: All employees with eleven (11) to fourteen (14) years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 11.

L3: All employees with fourteen (14) plus years of service as of 9/30/2011 shall receive additional compensation as indicated by Step 14.

## **2012-13 SALARY SCHEDULE**

**for**

**9 MONTH EMPLOYEES**  
**10 MONTH EMPLOYEES**  
**10+ MONTH EMPLOYEES**  
**12 MONTH EMPLOYEES**

**There is a salary freeze for all calendars for the 2012-13 school year.  
Please see the corresponding 2011-12 Salary Schedule.**

## APPENDIX B

### OFFICE PROFESSIONAL CLASSIFICATIONS

#### CLASSIFICATION C

Traveling Library Clerk  
Secretary II – Elementary  
HS General Office Secretary  
Library Clerk – High School  
Secretary to Counselors

#### CLASSIFICATION D

Attendance Office Secretary  
General Office Secretary - Rec & Ed  
Community Education Cluster Secretary  
Class Secretary  
Book Depository Manager  
Records Clerk – High School  
Attendance/General Office Clerk – High School  
Instructional Services Secretary II  
Athletic Secretary High School  
Secretary II - Preschool  
Counseling/Attendance Secretary - Stone  
HR Receptionist  
Attendance/Bookroom Clerk – CHS

#### CLASSIFICATION T

Secretary to Athletic Director  
General Office Manager – High School  
Secretary for Custodial/Maintenance  
Records/CR Secretary - Community

## APPENDIX B

### OFFICE PROFESSIONAL CLASSIFICATIONS

#### CLASSIFICATION Z

Senior Technical Secretary (Grants)

Secretary to Director – Adult Education/Stone HS

Information Technology

Rec & Ed

Finance

Financial Budget Officer/Purchasing Agent

Transportation

Finance Secretary - High School

Rec & Ed

Secretary to Executive Director of Physical Properties

Food Service Secretary

Instructional Services Secretary I

Secretary to Principal/Dean – Elementary, Middle, High School

Student Accounting/Research Assistant

Student Intervention and Support Services Secretary

Testing/Research Assistant

Finance Specialist

HR Specialist

Secretary to Executive Director Instruction

HS Scheduling Secretary – 12 month

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Note: David Comsa will provide AAEEA/OP President and Executive Director written confirmation that should Martin Luther King Day become a district-wide holiday the AAEEA/OP unit will also be allowed that district-wide holiday.

**ANN ARBOR PUBLIC SCHOOLS**  
**2011-12**  
**9 MONTH CALENDAR - OFFICE PROFESSIONALS**

JULY				
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

NOVEMBER				
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		

21

MARCH				
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

22

AUGUST				
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

DECEMBER				
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

19

APRIL				
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				

16

SEPTEMBER				
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

22

JANUARY				
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			

18

MAY				
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	

23

OCTOBER				
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				

21

FEBRUARY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29		

16

JUNE				
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

12

9 MONTH EMPLOYEES		
	DAYS	HOURS
WORK DAYS	= 190	1520

 = PAID HOLIDAY

**ANN ARBOR PUBLIC SCHOOLS**  
**2011-12**  
 10 MONTH CALENDAR - OFFICE PROFESSIONALS

JULY				
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

NOVEMBER				
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		

21

MARCH				
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

22

AUGUST				
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		

8

DECEMBER				
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

19

APRIL				
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				

16

SEPTEMBER				
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

22

JANUARY				
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			

18

MAY				
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	

23

OCTOBER				
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				

21

FEBRUARY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29		

16

JUNE				
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

12

10 MONTH EMPLOYEES		
	DAYS	HOURS
WORK DAYS	= 198	1584

 = PAID HOLIDAY

**ANN ARBOR PUBLIC SCHOOLS**  
**2011-12**  
**10+ MONTH CALENDAR - OFFICE PROFESSIONALS**

JULY				
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

NOVEMBER				
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		

21

MARCH				
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

22

AUGUST				
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		

13

DECEMBER				
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

19

APRIL				
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				

16

SEPTEMBER				
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

22

JANUARY				
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			

18

MAY				
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	

23

OCTOBER				
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				

21

FEBRUARY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29		

16

JUNE				
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

17

10+ MONTH EMPLOYEES		
	DAYS	HOURS
WORK DAYS =	208	1664

 = PAID HOLIDAY



**ANN ARBOR PUBLIC SCHOOLS**  
**2011-12**  
 12 MONTH CALENDAR - OFFICE PROFESSIONALS

JULY				
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

21

NOVEMBER				
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		

21

MARCH				
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

22

AUGUST				
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

DECEMBER				
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

19

APRIL				
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				

20

SEPTEMBER				
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

22

JANUARY				
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			

21

MAY				
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	

23

OCTOBER				
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				

21

FEBRUARY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29		

21

JUNE				
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

21

12 MONTH EMPLOYEES		
WORK DAYS	=	$\frac{\text{DAYS}}{255} \quad \frac{\text{HOURS}}{2040}$

 = PAID HOLIDAY

**ANN ARBOR PUBLIC SCHOOLS**  
**2012-13**  
 9 MONTH CALENDAR - OFFICE PROFESSIONALS

JULY				
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

NOVEMBER				
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

21

MARCH				
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

20

AUGUST				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

2

DECEMBER				
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				

18

APRIL				
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			

17

SEPTEMBER				
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

20

JANUARY				
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	

20

MAY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23

OCTOBER				
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

FEBRUARY				
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	

15

JUNE				
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

11

9 MONTH EMPLOYEES		
	DAYS	HOURS
WORK DAYS	= 190	1520

 = PAID HOLIDAY

**ANN ARBOR PUBLIC SCHOOLS**  
**2012-13**  
 10 MONTH CALENDAR - OFFICE PROFESSIONALS

JULY				
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

NOVEMBER				
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

21

MARCH				
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

20

AUGUST				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

10

DECEMBER				
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				

18

APRIL				
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			

17

SEPTEMBER				
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

20

JANUARY				
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	

20

MAY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23

OCTOBER				
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

FEBRUARY				
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	

15

JUNE				
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

11

10 MONTH EMPLOYEES		
	DAYS	HOURS
WORK DAYS	= 198	1584

 = PAID HOLIDAY

**ANN ARBOR PUBLIC SCHOOLS**  
**2012-13**  
 10+ MONTH CALENDAR - OFFICE PROFESSIONALS

JULY				
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

NOVEMBER				
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

21

MARCH				
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

20

AUGUST				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

15

DECEMBER				
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				

18

APRIL				
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			

17

SEPTEMBER				
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

20

JANUARY				
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	

20

MAY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23

OCTOBER				
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

FEBRUARY				
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	

15

JUNE				
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

16

10+ MONTH EMPLOYEES		
	DAYS	HOURS
WORK DAYS	= 208	1664

 = PAID HOLIDAY

**ANN ARBOR PUBLIC SCHOOLS**  
**2012-13**  
 12 MONTH CALENDAR - OFFICE PROFESSIONALS

JULY				
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			

22

NOVEMBER				
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

21

MARCH				
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

20

AUGUST				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23

DECEMBER				
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				

18

APRIL				
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			

22

SEPTEMBER				
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

20

JANUARY				
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	

23

MAY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23

OCTOBER				
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

FEBRUARY				
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	

20

JUNE				
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

20

12 MONTH EMPLOYEES						
WORK DAYS	=	<table border="0"> <tr> <td>DAYS</td> <td>HOURS</td> </tr> <tr> <td>255</td> <td>2040</td> </tr> </table>	DAYS	HOURS	255	2040
DAYS	HOURS					
255	2040					

 = PAID HOLIDAY

## APPENDIX D

### Ann Arbor Public Schools Office Professional Staff Appraisal Process and Timeline

#### I. Probationary Process

##### A. Initial Conference

- Share form and process
- Set expectations
- Set goals

##### B. Evaluation (no sooner than 30 calendar days following initial conference)

##### C. If evaluation is unsatisfactory:

- Present Performance Improvement Plan to employee – no later than 30 calendar days prior to the end of the employee’s first calendar year of employment based upon hire date.
- Final evaluation (required only if employee is on a PIP)  
Recommendation of either:
  - 1) Satisfactory performance, or
  - 2) Continue on performance plan, or
  - 3) Recommendation for termination.

#### II. Post Probationary Process

##### A. Option 1 - Initial Conference: share form and process; self-evaluation opportunity.

1. Set expectations
2. Set goals (professional and departmental)

##### Mid-Assessment Goal Review (at least 30 days after initial conference)

1. Review expectations and goals
2. Identify successes
3. Identify problem areas
4. Identify possible solutions
  - Training opportunities
  - Problem-solving (e.g., time management issues)

##### Final Evaluation (at least 30 days after mid-assessment review)

1. Review expectations and goals
2. Review Performance
3. Identify success
4. Review problem areas; improvement/help needed?
5. Set goals for next year

##### B. Option 2 – Alternate Evaluation Process (Article 16, section 6)

1. Requirements
  - a. Six years in unit
  - b. Satisfactory evaluation
  - c. Mutual agreement with supervisor



Ann Arbor Public Schools  
Office Professional Staff Appraisal

Employee  Building

Position  Category

Work Year Calendar  Date of Review

Evaluator

EVALUATION STATUS	EMPLOYEE VENUE
<input type="checkbox"/> PROBATIONARY	<input type="checkbox"/> SCHOOL BUILDING
<input type="checkbox"/> POST-PROBATIONARY	<input type="checkbox"/> BALAS/ADMINISTRATION
	Dept. _____

**JOB FUNCTIONS:**

<b>OFFICE PROFESSIONAL APPRAISAL FORM</b>			
<b>Employee:</b> _____	0	<b>Date of Review</b> _____	01/00/00
<b>Evaluator</b> _____	0		
Performance Appraisal Ratings: Exceeds Expectations (4) - Achieves Expectations (3) - Needs Improvement (2) - Unsatisfactory (1) Determine rating within each factor under the appropriate box.			
<b>PRIMARY JOB RESPONSIBILITIES</b>			
<b>I. COMMUNICATION/CUSTOMER SERVICE</b>			
<ol style="list-style-type: none"> <li>1. Demonstrates effective written communication</li> <li>2. Shares knowledge/information as needed</li> <li>3. Seeks feedback on performance</li> <li>4. Clearly and precisely expresses departmental/district procedures/policies as needed</li> <li>5. Demonstrates positive, friendly customer service with colleagues and the community at large</li> </ol>			
<b>COMMENTS:</b>			
			<b>RATING:</b> 0
<b>II. INTERPERSONAL SKILLS/TEAMWORK</b>			
<ol style="list-style-type: none"> <li>1. Provides and accepts constructive feedback well</li> <li>2. Displays common courtesy and personal concern for others</li> <li>3. Maintains composure under difficult and stressful situations</li> <li>4. Maintains harmonious relationship with leadership and co-workers</li> <li>5. Is receptive to new ideas and flexible in adapting to change</li> <li>6. Volunteers to help others</li> </ol>			
<b>COMMENTS:</b>			
			<b>RATING:</b> 0
<b>III. QUALITY/PRODUCTIVITY</b>			
<ol style="list-style-type: none"> <li>1. Demonstrates knowledge of responsibilities, office procedures, processes and workflow issues</li> <li>2. Handles scheduling and completion of assignments with accuracy and neatness</li> <li>3. Maintains, handles, disseminates correspondence with accuracy and timeliness to appropriate parties</li> <li>4. Utilizes competencies and skills required for successful execution of work assignments and job duties</li> <li>5. Meets timelines and coordinates efforts with supervision and co-workers</li> <li>6. Seeks information from appropriate resources</li> <li>7. Adheres to current policies and procedures in the activity/process</li> <li>8. Completes assignments without direction from supervisor</li> </ol>			
<b>COMMENTS:</b>			
			<b>RATING:</b> 0



**OFFICE PROFESSIONAL APPRAISAL FORM**

**Employee:** \_\_\_\_\_ **0**

**Date of Review** 01/00/00

**Evaluator:** \_\_\_\_\_ **0**

**IV. TECHNICAL SKILLS/PROBLEM SOLVING/PROCESS IMPROVEMENTS**

- 1. Remains up-to-date on developments in areas of expertise
- 2. Learns on the job
- 3. Seeks and participates in developmental opportunities within and outside area of expertise
- 4. Uses technical skills to assist co-workers
- 5. Is able to analyze and solve problems effectively
- 6. Demonstrates ability to implement new/improved methods to get job done
- 7. Applies creative thinking to find acceptable solutions
- 8. Contributes to an appropriate solution while staying focused on the issue or situation, not the person (or - regardless of whom it involves)

**COMMENTS:**

**RATING:** **0**

**V. DEPENDABILITY/ATTENDANCE**

- 1. Demonstrates flexibility to meet job responsibilities
- 2. Displays willingness to change priorities and can be relied upon to perform other tasks as needed
- 3. Prioritizes and maintains acceptable time utilization on the job
- 4. Is punctual and adheres to office work hours
- 5. Minimizes unscheduled absences

**COMMENTS:**

**RATING:** **0**

## OVERALL PERFORMANCE SUMMARY

REVIEWER COMMENTS:

EMPLOYEE'S COMMENTS: OPTIONAL: If the employee wishes to do so, any comments concerning the appraisal or the content, for example, agreement or disagreement, may be indicated in the space provided or on a separate sheet.

OVERALL PERFORMANCE APPRAISAL RATING 0.0

(Overall rating is an average of all 5 factors.)

REVIEWER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REVIEWER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF THE PERFORMANCE APPRAISAL

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Memorandum of Agreement

between

The Ann Arbor Board of Education

and

The Ann Arbor Education Association for Office Professionals MEA/NEA

The parties agreed during contract negotiations for a successor agreement to the 2008-2011 agreement to finalize by a sliding scale the OPT-Out Increase in Article 24, Section B, Option 2 and 3.

The parties agree that the following sliding scale will be in effect for the 2011-2013 Master Agreement only:

23 members and under opting out	\$1,000 dollars
24-26 members opting out	\$1,700 dollars
27-30 members opting out	\$2,200 dollars
31 and over members opting out	\$2,700 dollars

This Memorandum of Agreement constitutes the entire understanding and agreement reached by the parties with respect to this matter, and is not precedent setting as to the master agreement or the policies of the Ann Arbor Board of Education.

**ANN ARBOR PUBLIC SCHOOLS**

**ANN ARBOR EDUCATION  
ASSOCIATION Office  
Professionals MEA/NEA**

\_\_\_\_\_  
David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

\_\_\_\_\_  
Paul Morrison  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date