

Summary of Agreement
between Ann Arbor Public
Schools and
AFSCME
(Custodial, Maintenance
& Mechanics)
2010-2012

Article 9
Discipline and Discharge

Section 2 – **Non Attendance** Just Cause

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

C. **Unprofessional Conduct-** as defined in Section 1230b of the Revised School Code, meaning one or more acts of misconduct; one or more acts of immorality, moral turpitude, or inappropriate behavior involving a minor; or commission of a crime involving a minor.

J. **Time card fraud.** (Any other means used by the district to record time)

Article 9 Discipline and Discharge

- Section 3- Attendance
 - All absences (except those taken under an approved FMLA leave) shall be included in the first eight (8) days. **Any five(5) day absence or greater certified by a health care provider will be accepted as a one day occurrence toward discipline and evaluation.** Beginning with the 9th day, absences taken under an FMLA leave or otherwise certified by a healthcare provider, will not be subject to the progressive discipline outlined above. The healthcare provider's certification must be presented to the employee's supervisor or the Human Resource Services Office on the day he/she returns to work. Falsification of said certification shall result in immediate dismissal.

Article 9 Discipline and Discharge

Section 4 - Progressive Discipline

The path for progressive discipline shall be as follows:

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

Article 17
Vacation

Employees who previously received 4 or 5 weeks of vacation will now receive 3 weeks of vacation

Employees who previously received 2 or 3 weeks of vacation will now receive 2 weeks.

Paid Time Off
(PTO)

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

Health Care Benefits

Employees will be offered the following Health Care Options:

- Priority HMO
- Blue Care Network HMO
- Blue Cross Blue Shield PPO
 - Plan A
 - Plan B
 - Plan C

Employee Contribution

- The **employee contribution** for the primary plan Priority HMO will be **\$1,000 per year**
- The **employee contribution** for all other plans will be **\$1,000** plus any additional buy up costs

Article 26 Miscellaneous Provisions

Employees, except Classification 1 employees, who are required to report to work and are absent due to inclement weather will **not** be paid **but may use any available time that they may have** provided the employee has followed the call-in procedure and has made every reasonable effort. **Absences due to inclement weather will not result in discipline.**

Appendix A Wages

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

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

- If the non-designated fund balance as determined by the District's independent auditors is completed and reported to the Board to reflect an increase in excess of 20% of the budget (based upon unexpended funds remaining after all liabilities are covered) and if the official fall 2011-2012 student count (FTE) as verified by the WISD audit reflects an increase in the student count from the official student count (FTE) from the 2010-2011 school year increases to 100 students (FTE) (excluding schools of choice students) the parties will sit down to negotiate a salary increase.
- It is understood that once the wages are set by this formula for the 2011-2012 fiscal year the salary will not be further reduced for the 2011-2012 fiscal year.