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6/30/2002

Agreement Between

LOCAL 1882, WC RESA CHAPTER

Affiliated With

MICHIGAN COUNCIL 25

of the

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

And The

WAYNE COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY

July 1, 1999 through June 30, 2002

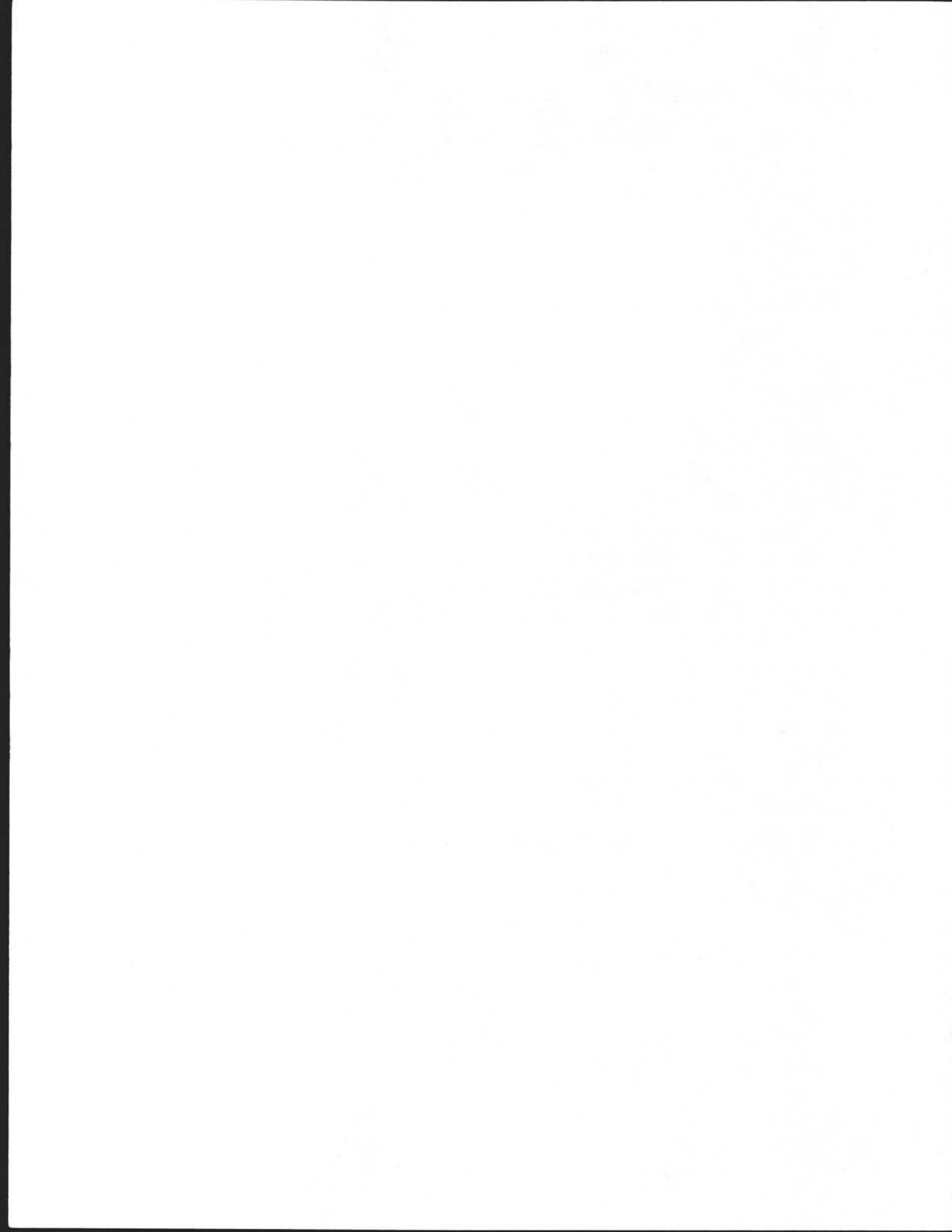
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## PREAMBLE

This Agreement, entered into this July 1, 1999, is between the Wayne County Regional Educational Service Agency (hereinafter referred to as the "Employer") and Local No. 1882, WCRESA Chapter, affiliated with Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, representing the employees (hereinafter referred to as the "Union").

## WITNESSETH

WHEREAS the Employer and the Union mutually recognize and acknowledge that the best interests of the children and of the community will be protected and served by an Agreement between the parties hereto which will promote and ensure meaningful relations between the parties during the term of this Agreement, it is hereby mutually agreed as follows:

## PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the Employer in its capacity as an Employer, the employees, and the Union.
- B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.
- C. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives of the Employer and the Union at all levels, and among the employees in the bargaining unit.
- D. It is agreed between the Employer and the Union that both are legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the Employer and to establish policies and regulations that will ensure such equality of opportunity, consideration, and treatment of all employees of the Employer in all phases of the employment process.

## ARTICLE 1 - RECOGNITION

### 1.1 Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 3790 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for the employees of the following classifications:

	<u>Grade</u>	<u>Steps</u>
*Accounts Payable Clerk	7	All classifications will be at Steps 1-8
*Bookkeeper	7	
Building Services Assistant	6	
Building Services Trainee	1	
Clerk Typist	2	
Desktop Graphics/Technician	7	
Driver	6	
Fiscal Trainee	2	
**Internet/Website Technician	7	
Payroll Clerk	8	
Production Technician	6	
Production Technician Senior	7	
Production Technician Trainee	2	
Receptionist-Console Operator	2	
Secretary Administration	8	
**Secretary	6	
Secretary Trainee	2	
Senior Building Services Specialist	7	
Materials Handler	6	

\*Individuals in Grade 8 shall be grandpersoned in Grade 8.

\*\*Three new bargaining unit positions, Internet/Website Technicians (2), and a Secretary (1) will be posted within thirty (30) calendar days after board approval of the collective bargaining agreement.

### 1.2 Employees Excluded

Employees to be excluded from the Union will be the Secretary and Executive Secretary to the Superintendent, and the Secretary to the Director of Employee and Legal Services.

## ARTICLE 2 - UNION SECURITY

2.1 The Employer recognizes the established rights, responsibilities, and values of the Union and has no objections to its employees becoming members of the Union.

### 2.2 Requirement of Union Membership

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time or become members during the term of this Agreement, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union or do not join the Union shall be required to pay a fee equal to the Union dues as a condition of continued employment.
- C. Employees must comply with Section 2.2 (A) or 2.2 (B) above within twenty (20) workdays from date of employment, recall, or reinstatement.

### 2.3 Union Dues and Initiation Fees

- A. Authorization for payroll deduction: During the life of this Agreement the Employer agrees to deduct Union membership dues/service fees levied in accordance with the Constitution and by-laws of the Union from the pay of each employee, upon receipt of a properly executed authorization card.
- B. Remittance of dues to financial officer: Deductions for each pay period shall be remitted to the designated financial officer of the local Union with a list of those for whom dues have been deducted.
- C. Termination of Payroll Deduction: Payroll deduction shall cease when an employee is no longer a member of the bargaining unit.

### 2.4 Notification of New Hires

The Employer shall notify the Union with a Staff Assignment Notice within five (5) workdays of the starting date of all newly hired employees within this bargaining unit.

### 2.5 Communications

The Employer will furnish the Union with names and positions of all changes in status or work location of employees within this bargaining unit.

The record of qualification of newly hired employees shall be made available to the Chapter Chairperson upon request.

### ARTICLE 3 - EFFECT OF AGREEMENT

- 3.1 The parties agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in an amendment hereto.
- 3.2 For the duration of this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of educational or subsidiary related activities due to a cessation, withdrawal or withholding of services either in whole or in part by members of the bargaining unit for any reason, and no officer or representative of the Union or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity, nor shall the Employer authorize or encourage the same nor lock out the employees.
- 3.3 The rights of the Employer to effectively administer the school system are recognized by the Union and shall be administered in conformance with this Agreement.



## ARTICLE 4 - GUARANTEE OF RIGHTS

- 4.1 The Employer and the Union agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, creed, color, sex, national origin, age, provisions outlined under Article 21.2, or physical handicap if it does not interfere with working functions.
- 4.2 The Employer agrees that there shall be no discrimination against any member of the Union by reason of membership in the Union.
- 4.3 Employer Rights

There are certain rights intrinsic to the ability to manage that are not subject to collective bargaining. In the public sector, labor relations' statutes have ruled that the Employer does not have to bargain in those areas reserved to it by statute. The Employer must bargain in those areas where wages, hours and working conditions of employees are affected and not controlled by statute or governmental rules and regulations.

Officials and employees are governed by the provisions of any existing laws and regulations, including policies set forth in the Employer Policy Manual and other Standard Practices which may be applicable where not in conflict with this Agreement. The Agreement shall at all times be applied subject to such laws.

The following rights are reserved by the Employer:

- A. The executive management and administrative control of the Wayne County Regional Educational Service Agency and its employees, properties and facilities.
- B. The hiring of all employees and the determining of their qualifications subject to the provisions of law. The determination as to conditions of continuation of employment, including:
- The hiring, promoting, transferring, assigning and retaining of employees in positions within the Wayne County Regional Educational Service Agency.
- C. The establishment of all functions, programs and services as prescribed by law, or as deemed as necessary or advisable by the Employer.
- D. The decision as to the means and methods of providing those functions, programs and services, the selection of appropriate equipment and materials and their use of every kind and nature.
- 4.4 Nothing contained herein shall be construed to deny any rights the Employer may have, to take such action as it alone sees fit at any time to preserve the paramount public interest in the education of the children of the community.

#### 4.5 Disciplinary Action

- A. The Employer agrees that its enforcement of discipline will be fair and for just cause. Should it be necessary to reprimand an employee, the reprimand shall be given so as not to cause embarrassment to the employee. Conversely, the employee shall maintain respect and civility toward the representative of the Employer.
- B. When disciplinary action is necessary, the following order of procedure shall be followed with the exceptions of acts the Employer determines warrant immediate discharge or acts the Employer determines are serious enough to forego some of the steps:

First Step: Employee will be made aware there is a problem at a meeting between the employee, her/his Director or designee and a union officer at which time current documentation will be presented. Time-lines for improved performance will be decided upon and mutually agreed upon for each step.

Second Step: Letter of reprimand to the employee from the Associate Superintendent or designee with supporting documentation showing the reasons for the reprimand. Copies of written reprimand will be sent to the Union.

Third Step: Suspension without pay not to exceed five (5) workdays. Written notice of suspension shall be given to the employee and a copy to the Union.

Fourth Step: Recommendation for demotion or termination of employment.

The Union shall be notified and have a representative present, if desired, on any and all steps. If the employee believes the action taken to be unwarranted in the particular case, a written appeal within five (5) days of the action may be made through the grievance procedure starting at Step 3.

- C. When an action by an employee merits a written report by the Employer, the employee must have a duplicate copy and sign a receipt for the same. A copy of all written reports must be placed in the employee's personnel file.

#### 4.6 Personnel File

The Employer will maintain only one (1) personnel file for each employee. The personnel file shall be located in the Employee Services Center. Upon request, an employee may review her/his own file. The Union chapter Chairperson shall be permitted to review an employee's personnel file provided she/he presents written, notarized authorization from the employee to the Employee Services Center. After twelve (12) months of satisfactory service, all disciplinary action which occurred prior to the previous twenty-four (24) month period may not be adversely used in any subsequent disciplinary action. Absence of derogatory materials shall indicate satisfactory performance.

## ARTICLE 5 - REPRESENTATION

- 5.1 The members of all Union committees recognized by the Employer for purposes of collective bargaining shall be full-time seniority employees.
- 5.2 The names of all such committee members shall be submitted in writing to the Employer by the Union upon election.
- 5.3 The Employer will not aid, promote or finance any labor groups or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purposes of undermining the Union.
- 5.4 Special conferences will be arranged between the Chapter Chairperson and the Employer or its designated representative upon request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. These special conferences may be attended by a representative of the Michigan Council 25 of AFSCME, AFL-CIO. Said conferences shall be scheduled by mutual consent to begin no later than 3:00 PM on Monday through Friday.
- 5.5 Upon the mutual agreement of the Employer and the Union, the Chairperson and/or designee shall be given paid release time for official Union business conducted with the Employer during the regular working day.
- 5.6 The stewardship system shall be as follows: three (3) stewards. In addition, there shall be one (1) chief steward or designee.

## ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 The purpose of a grievance procedure is:
- A. To achieve consistency in the approach to handling employee grievances.
  - B. To achieve means of ensuring the existence of maximum communication between the employee, their supervisor, and the Employer.
  - C. To bring about the prompt and efficient resolution of employee grievances.

6.2 Definition of a Grievance

A grievance is an alleged violation or misapplication of a specific article or section of this contract.

6.3 The Procedure

Step 1: Within (5) workdays following the reasonable discovery by the aggrieved party and/or the Union of the act or condition which is the basis of the grievance, the employee and/or the Union will request a conference with her/his Director or designee to discuss the grievance on an informal basis. Said confidential proceedings will be between her/his Director or designee, the employee, and/or the Union. Said conference shall be held within five (5) workdays of the request.

Step 2: In the event the grievance is not resolved at Step 1, the employee and/or the Union will file a written grievance (appendix D) with the office of the Director of Employee and Legal Services with copies to the Union. Said form shall be filed within five (5) workdays after the informal conference. Within five (5) days of receipt of the grievance, the Director of Employee and Legal Services will convene a meeting with representatives of the Union and the Employer in order to attempt to resolve the grievance. The Director of Employee and Legal Services will provide a written summary of the issue(s) brought forth and resolution reached, if any, to the aggrieved employee and the Union within three (3) days of the meeting.

Step 3: Within five (5) days after receiving the written summary of the Director of Employee and Legal Services, an appeal may be filed with the Associate Superintendent. The appeal shall be accompanied by a copy of the signed grievance, and summary, if any, at Step 2. Within five (5) days the Associate Superintendent will give a written reply to the employee filing the grievance with copies to the Union.

Step 4: If not resolved at Step 3, the grievance may be appealed to the Superintendent. Said appeal shall be made within five (5) workdays after the employee's and/or the Union's receipt of the Employer's decision at Step 3.

- A. Within twenty-five (25) workdays after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. Participants in the hearing shall be given at least five (5) workdays written notice of the hearing. In cases of disciplinary action in which the employee has been suspended or discharged, the hearing shall be held within ten (10) days after receipt of the appeal.

- B. Not more than five (5) workdays after the hearing of the appeal, the Superintendent shall communicate his decision in writing together with supporting reasons to the aggrieved employee and the Union.

**Step 5: Arbitration**

Within twenty-five (25) workdays after receipt of the decision of the Superintendent, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association. The arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement.

Each party shall bear the full costs for its side of the arbitration and share equally the total cost of the arbitrator.

- 6.4 The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails without good cause to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail without good cause to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically settled on the basis of the request of the aggrieved party.
- 6.5 The employee shall have the right to be represented by a Union representative at the time a complaint or disciplinary action is imposed.
- 6.6 Copies of any written communication shall be sent to the Union Chapter Chairperson and the Employee Services Center of the Employer. All written communication shall be initialed by the Union and the Employer.
- 6.7 In the event that a complaint or grievance affects the health or safety of any employee, the Employee has the right to call a Union steward to meet with the employee's Director or designee immediately to discuss the situation. If the complaint does not affect the health or safety of the employee, Article 6.3 of this Agreement shall be followed.
- 6.8 The chief steward and stewards shall be allowed time off from work with no loss of pay for the purpose of investigating and/or processing grievances within their area. The chief steward and the stewards shall notify and obtain their Director's or designee's permission before investigating and/or processing grievances.
- 6.9 A grievance may be withdrawn by the Union at any level.
- 6.10 If a grievance arises from the action of an authority higher than the Director or designee, it may be initiated at Step 2 of the Grievance Procedure by mutual consent of the Employer and the Union
- 6.11 No contract article violation, adjustment or disposition not cited at Step 2 shall be added to a grievance. If, however, the Union wishes to amend a grievance in any manner after it is submitted at Step 2, the grievance shall be returned to Step 2 of the grievance procedure.

## ARTICLE 7 - SENIORITY LISTS AND APPLICATION OF SENIORITY

### 7.1 Seniority Lists

The seniority of all employees on the list shall commence with their first day of work within this bargaining unit. The Employer shall provide to the Union a seniority list setting forth, in order of their seniority, each employee's name, seniority number, first day of work, and classification. The seniority list shall be maintained as follows:

- A. Present employees shall retain their places on the seniority list in effect as of June 30, 1987.
- B. If two or more employees are hired on the same date, seniority will be determined in descending order by the highest number of the last four (4) digits of the individual's social security number (9999).

Such list shall be revised by Employee Services October 1<sup>st</sup> of each year with a copy given to the Union. A seniority list by classification will be provided at the same time.

Seniority shall be applied as hereinafter provided.

### 7.2 Probationary Period

New employees hired into the unit from the outside shall be probationary for sixty (60) workdays of employment. New employees, while in their probationary period, may be terminated, and the employer shall not have to show cause. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that no protest may be entered against termination during said probationary period except for discrimination. Probationary employees shall not be allowed to apply for vacancies for the duration of her/his probationary period.

### 7.3 Loss of Seniority

Seniority shall be broken and the employee shall be removed from the seniority list for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
- C. If the employee is absent for two (2) consecutive workdays without notifying the Employer unless the employee gives reasonable explanation for the absence upon return.
- D. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided in Section 7.4.
- E. If the employee overstays a leave granted for any reason, as provided in Article 19.

F. If the employee retires.

G. If the employee is laid off for three consecutive calendar years.

#### 7.4 Reductions in Force

Reduction in the work force shall be effected by the following procedure.

##### A. Notice

Whenever the Employer determines that a bargaining unit position is to be reduced, the Union shall be notified at least five (5) workdays in advance of the notification being sent to the affected bargaining unit member. If the Union requests, the Employer will meet with the Union prior to the effective date of the layoff to discuss the reduction of position(s). When a reduction in position(s) occurs, the Employer shall first announce to the Bargaining Unit the number of positions anticipated to be reduced and request employees interested in accepting "voluntary layoff" to contact the Employee Services Center. The Employer shall grant "voluntary layoffs" in seniority order, provided all remaining bargaining unit members possess the necessary qualifications for the remaining positions. Employees granted the "voluntary layoff" shall maintain all rights as provided employees who are "involuntarily laid off" and shall not return to employment until such time as there is a recall/restoration of staff.

When a reduction of a position occurs, the affected bargaining unit member and the Union shall be notified at least ten (10) working days in advance as to the date of the reduction and the applicable procedure. This subsection does not apply in cases of strikes or work stoppages.

##### B. Order of Removal

When a determination has been made that there will be a reduction in force, the order in which employees will be removed will be as follows:

1. All non-union employees performing bargaining unit work with the exception of co-ops (as defined in Section 8.8D)
2. Voluntary Layoffs
3. Newly hired bargaining unit members who have not completed the probationary period.
4. The affected bargaining unit member shall exercise her/his rights in accordance with Article 7.4C.

This is conditioned upon the fact that all remaining bargaining unit members are qualified for her/his position.

### C. Bumping Procedure

Bumping privileges may be exercised only on employees with less seniority than the person exercising the right to bump. Employees may elect to bump into positions with a duration of 10 or 12 months subject to the procedure below.

Affected employees shall use the bumping procedure below, in the following order:

1. Bump the least senior person at any building within her/his classification for which (s)he is qualified.
2. Bump the least senior person within her/his grade at any building for which (s)he is qualified.
3. Bump the least senior person in the next lowest classification or grade at any building for which (s)he is qualified.

All subsequent employee displacement as a result of the initial bumping will follow the procedure above.

### D. Recall/Restoration of Staff

For purposes of this subsection:

- A laid off employee is one who has lost employment for no more than three consecutive calendar years with the Employer pursuant to a reduction in force;
- a displaced employee is one who has been moved from her/his position to another, but has not lost employment, pursuant to a reduction in force;
- "recall" means bringing a laid off employee back to work; and
- "restore" means to put a displaced employee in the classification (s)he held at the time of the reduction in force.

When staff expansion can resume, laid off or displaced employees shall be recalled or restored in order of seniority. Employee(s) shall be recalled or restored in the order of seniority to the first opening in the classification from which the employee was laid off or displaced. If an opening in the employee's classification is not available, (s)he may opt to be recalled or restored to a position within her/his grade so long as (s)he is qualified. Recall/restoration will be by written certified notice, return receipt requested. If the employee fails to respond within five (5) workdays of receipt of notice, or evidence of inability to deliver, (s)he will be considered to have effectively waived her/his right to recall or restoration to the classification/grade and if on layoff, will be considered to have voluntarily quit her/his employment with the WCRESA.

- E. The Chapter Chairperson and Recording Secretary shall be the last to be laid off and the first to be reinstated.



F. Employees on layoff may request in writing that sick and personal leave days be frozen for sixty (60) workdays from date of layoff. If this provision is used, an employee on layoff shall be covered by all Employer paid insurance protection for one (1) payment the effective date of the layoff.

G. Temporary Layoff

The advance notice provision in the Article shall not apply to cessation of work due to an act of God or other reason beyond the control of the Employer.

H. Temporary Recall

Whenever the Employer determines that "temporarily vacant" positions are to be temporarily filled by laid off or displaced employees, laid off/displaced employees shall be the first offered such temporarily vacant positions in the bargaining unit, in order of seniority, provided (s)he is qualified for the position. The employee shall be afforded all rights and benefits of contract during the period of filling the temporarily vacant position. In the case of being recalled to a temporarily vacant position, such employee shall have the right to refuse such recall and will retain all rights as other laid off/displaced employees.

7.5 Transferred Position

A transferred position is one that is moved from one building location to another. The employee holding such position shall receive a minimum of ten (10) workdays written notice. The employee may transfer with the position or exercise her/his options under the layoff procedure outlined in Article 7.4.

The affected employee shall notify the Employer in writing within five (5) workdays after receipt of the transfer notice of her/his decision. If no decision is received by the Employer, the employee shall transfer with the position.

Any employees displaced, as a result of bumping in this Section, shall have the option of accepting the transferred position, if the employee has necessary qualifications, in lieu of using the bumping procedure.

7.6 Freezing of Accrued Seniority

An employee who leaves the bargaining unit due to transfer or promotion but remains employed at WCRESA shall:

- a. Have her/his accrued seniority frozen effective upon leaving the bargaining unit.
- b. Be eligible to return to the bargaining unit only by way of being the successful candidate for a posted bargaining unit position.
- c. Be eligible to access frozen seniority effective the date following her/his filling of the posted bargaining unit position.
- d. Have seniority date adjusted upon return to the unit.

## ARTICLE 8 - POSTINGS, FILLING OF VACANCIES, AND RELATED MATTERS

### 8.1 Filling Vacancies

All vacancies and new positions shall be posted. The initial posting of a vacancy/new position shall be defined as the original vacancy. Following the filling of the original vacancy by a bargaining unit member, a subsequent vacancy shall be deemed to exist and posted. No more than a total of three (3) subsequent vacancies will be posted. In the absence of any bargaining unit member applying for an original vacancy or any subsequent vacancies, bargaining unit members displaced/laid off will be recalled to fill the most recently posted position.

All vacancies and new positions shall be filled by the most senior qualified bargaining unit member before new hires in accordance with the procedures outlined herein. Qualifications shall be determined by the testing standards established in Article 8.11.

### 8.2 Postings

- A. A sample posting to appear in the Appendix.
- B. All jobs shall be posted with the same position title, qualifications and requirements that existed immediately prior to the vacancy unless the Employer consults with the Union before changes are implemented.
- C. The Employer shall distribute copies of notices of open positions within the bargaining unit to all centers for posting on bulletin boards, to the Union and upon written request to bargaining unit members not working at the time the position is posted.
- D. Notice of each vacancy or new position shall be posted for not less than five (5) workdays during which time all employees desiring to apply for the position must file their application in writing with the designated Employer representative.
- E. Vacancies shall be posted expeditiously. Posting of said vacancy shall not exceed twenty (20) workdays from the date of vacated position unless the Employer sends written notice to the Union of the vacated position being eliminated.
- F. During interim of posting and hiring, outside employees may be used in accordance with the stipulation in Article 8.8.

### 8.3 Trial Period

Should the successful applicant for a position in a higher grade or different classification be deemed unsatisfactory as determined by the Employer through periodic evaluations after assignment, or should the employee elect for just cause to reject the position within the first fifteen (15) workdays after assignment, the employee shall be restored to the same position from which the employee had originally transferred. The employee's original position shall not become a vacancy until the trial period has expired.

## Waiver

Upon written mutual agreement of the Employee Services Center and the employee, the trial period and evaluation may be waived and the employee assigned to the position. It shall be the sole responsibility of the employee to notify the Chapter Chairperson, prior to the effective date of the written agreement, of her/his intent to waive the trial period. The Chapter Chairperson shall receive a copy of the written agreement.

### 8.4 Selection of Successful Applicant

Any member of the bargaining unit, except employees serving probation, may apply for posted positions. Positions shall be filled in the following order:

- A. Employees who meet the qualifications in order of seniority.
- B. Outside applicants who meet the qualifications.

The Employer shall notify members of the bargaining unit who are applicants in writing of their acceptance or non-acceptance for the position.

The successful applicant shall move to the new position within ten (10) workdays unless the employer notifies the Union in writing of exceptional circumstances or determines that all employees awarded positions as a result of the process stipulated in contract Article 8.1 will be moved on the same date and identifies the date of the transfer.

Each posted position shall be filled or re-posted within thirty (30) workdays after the application deadline date on the posting unless the Employer consults with the Union.

### 8.5 Temporary Classification Assignments

If an employee is temporarily placed in a lower classification than that regularly assigned, no reduction in pay will be effected.

If an employee is temporarily placed in a higher classification than that regularly assigned, the affected employee shall be paid at the rate of the higher classification in accordance with Article 20.2 for all time spent on the assignment.

Bargaining unit ten-month employees shall be offered, by seniority, available additional work and ten-month employees who work the additional period of time shall be paid at the rate of the position being filled.

### 8.6 Bargaining Unit Work

Non-employees and employees outside this bargaining unit, except for outside employees as outlined in Article 8.8, shall not perform work included in the job descriptions of members of this bargaining unit, except for emergencies which must be resolved during that working day.

## 8.7 Sub-Contracting

The Employer agrees that it will not sub-contract work of the bargaining unit if said sub-contract directly results in loss of position or current salary, laying off, or terminating of bargaining unit members.

## 8.8 Outside Employees

A. An outside employee is employed to:

1. Perform the work of an absent bargaining unit member.
2. Fill a vacant position during the interim of a posting and hiring.
3. Fill the position of an employee serving a fifteen (15) workday trial period.

B. Outside employees shall not:

1. Be represented by this Union or this Agreement.
2. Be entitled to any benefits under this Agreement.
3. Achieve seniority status for time worked in such capacity.
4. Be used in any vacant position for a period of time to exceed the time specified in this Agreement for posting and filling vacancies.
5. Be used in any manner to do bargaining unit work if there are Union members on a layoff.
6. Be used in such a manner as to avoid filling the positions with a bargaining unit member.
7. Be given preferential treatment as to working hours, working conditions or overtime.
8. Be used for a period to exceed fifty (50) workdays unless extended by mutual agreement.
9. Be used for temporarily vacant positions prior to the recall of laid off/displaced employees.

C. An outside employee's experience while working in such capacity for the Employer may be considered up to one (1) year as work experience when the outside employee is an applicant for any posted position with the Employer.

D. During the co-op students' 10-month school year, there shall be no more than a number of co-op student workers equivalent to 15% of the bargaining unit as of July 1 of the affected fiscal year (rounded up) working no more than forty (40) hours per pay period unless an exception has been approved by the Director of Employee Services or a number of other outside employees equivalent to 10% of the bargaining unit as of

July 1 of the affected fiscal year (rounded up) at any one time working for the Employer doing any type of bargaining unit work. During the remaining two (2) months (July and August) there shall be no more than ten (10%) percent outside employees at any one time doing bargaining unit work. Outside employees who fill vacancies created by employees on a fifteen (15) workday trial period will not be considered part of the percentage of outside employees.

E. Exceptions to the above shall be mutually agreed to by the Union and the Employer.

#### 8.9 Rehired Employees

Employees who are rehired within sixty (60) workdays of termination shall be hired at their seniority at the time of termination, and at the current benefit level. After a sixty (60) workday period, rehired employees will be treated as new employees in all aspects including benefits.

#### 8.10 Reclassifications

Requests for changes in classification may be made by bargaining unit members pursuant to the applicable standard practice.

In addition, employees must pass the minimal requirements of the higher classified position.

The Union and the employee shall be notified in writing within three (3) workdays of all decisions regarding requests for reclassification. The concerns of the union will be heard and considered at any step of this Reclassification Procedure.

A final decision, either granting or rejecting request for reclassification, shall be rendered in writing within thirty (30) workdays from the date request was submitted to Administrative Staff.

A. If the reclassification request is granted and a difference in pay is involved, the employee shall receive the difference in pay retroactive to the date the request was submitted to Administrative Staff.

B. If the reclassification request is rejected, the employee may appeal through the Grievance Procedure within five (5) workdays of receipt of the final decision.

Time lines in this section shall be observed unless waived by mutual agreement.

#### 8.11 Job Testing and Qualifications

Every effort will be made to make job qualifications and testing relevant to the position. The Employee Services Center will be responsible for preparing and administering the tests and/or test equipment, in the manner prescribed in Appendix E. The new testing procedures in Appendix E will take effect upon the development and implementation of new position descriptions for all classifications in Article 1.1. Until that time, present practice for testing will continue. Testing shall be administered to all bargaining unit members in a consistent manner.

#### 8.12 Test Scores

Upon written request from the employee, the Employer shall provide the test scores with a signed receipt stating whether or not the test was passed and the date the test was administered. Employee's receipt shall serve as valid proof that the test was taken previously.

#### 8.13 Evaluations

A. Probationary employees on their sixty (60) workday probationary period shall have an evaluation report completed by their Director or designee. A copy of the evaluation instrument in effect at the time this Agreement is printed is attached as Appendix C. Said evaluation report shall be completed after nineteen (19), twenty-nine (29), and fifty-nine (59) work days of employment. The evaluation report shall be placed in the employee's personnel file.

B. Non-probationary employees shall be evaluated in writing at least every two years.

The probationary or non-probationary employee's signature does not necessarily mean agreement with the evaluation. It does mean that it was discussed by the evaluator and the person evaluated. If the employee wishes to contest the evaluation report, she/he may do so in writing and have it placed in her/his personnel file.

No member of the bargaining unit may evaluate another member of the bargaining unit.

C. The new evaluation procedures for non-probationary employees (Appendix F) will take effect upon the development and implementation of new position descriptions for all classifications in Article 1.1. Until that time, present practice for evaluations will continue.

## ARTICLE 9 - HOURS OF WORK AND OVERTIME PAY

### 9.1 Principle

The parties to this Agreement mutually subscribe to the principle of a fair day's pay for a fair day's work.

### 9.2 Work Week

The normal work week shall be Monday through Friday.

### 9.3 Work Day

Employees' work schedules shall conform on a regular basis to the special needs and circumstances peculiar to Centers. Employees are expected to report for duty within the organizational pattern of the Center.

The regular workday shall consist of not more than eight (8) consecutive hours.

### 9.4 Lunch Period and Reliefs

A regular workday shall consist of eight (8) hours including a paid lunch period of one (1) hour and a paid relief period of not more than nor less than one-half (1/2) hour per day, preferably two (2) fifteen-minute periods, one in the morning and one in the afternoon, without interruption from the Employer.

Employees working in temporary or permanent adjusted time and schedule positions pursuant to contract Article 9.9(B)(C) will receive lunch and relief periods at the rate described above and will receive additional relief for additional time scheduled to work at the rate of 11.25 minutes per hour.

### 9.5 Overtime

Time and one-half (1-1/2) shall be paid for all work performed before and after the regular workday in excess of eight (8) hours per day and for all work performed on Saturdays.

Advance notice shall be given for all overtime assignments. Overtime shall be on a mutually agreeable basis. No overtime shall be paid unless authorized in advance by the Director or designee or an administrator. Overtime request forms shall be signed at the time of the request by the Director or designee or the administrator authorizing the overtime. Authorized overtime shall be included in pay received for the pay period during which the overtime was worked. Notice of schedule changes will be given to employees at the earliest possible time.

If the Director's employees cannot work the overtime being offered, the Employer's Director of Employee Services shall make use of the overtime volunteer listing established by the Union posted on the bulletin board in the Education Center. In the event neither of these sources have employees available and qualified to work the overtime, the work may

be performed by other qualified employees of the Wayne County RESA in accordance with Article 8.6 or by outside employees.

Overtime will be offered in order of seniority to those employees who have satisfied the testing requirements for the overtime work being offered. The overtime listing shall state the employee's current classification and other classifications for which the employee has passed the testing requirements.

A new overtime volunteer listing shall be established, by the Union, July 1 of each year.

9.6 Days Off with Pay and Sunday Overtime

Double (two for one) time shall be paid for all work performed on Sundays and days off with pay recognized in Article 9.8.

9.7 Cancellation of Workdays

- A. When a workday is cancelled by the Employer, the employee shall receive a full day's pay for said day.
- B. If the place of employment is open and an employee is not able to report because of Acts of God, the employee shall determine how her/his day will be charged from existing banks as stipulated in Article 12 and 18.7.

9.8 Calendar – 1999-2002

- A. The following days falling within the regular work schedule shall be recognized as days off with pay for all 260 (12-month), and 215 (10-month) day program employees.

Independence Day  
Labor Day  
Thanksgiving Day and the day after  
Christmas Eve Day through New Years Day  
Martin Luther King Day  
Good Friday and the five workdays immediately following Easter Day  
Memorial Day

When the holiday falls on a Sunday, Monday will be observed as the holiday. When the holiday falls on a Saturday, Friday will be deemed the holiday and Thursday the "eve holiday". When Christmas Day and New Years Day fall on Sunday or Monday, Monday will be deemed the holiday and Friday the "eve holiday".

1999-00

July 5  
September 6  
November 25 and 26  
December 23, 24, 27, 28, 29, 30, & 31  
January 17

Independence Day  
Labor Day  
Thanksgiving Day and the day after  
Winter Break  
Martin Luther King, Jr.'s Birthday



April 21, 24, 25, 26, 27, 28  
May 29

Spring Break  
Memorial Day

- B. 215 day employees report to work on August 25 , 1999. The last day of work will be June 20, 2000. The 215-day employees are subject to the calendar as in Section 9.8. Ten (10) month employees shall be eligible for vacation in accordance with Article 12.2.
- C. Days for religious observances falling on other than any of the days named above may be taken and charged to vacation or personal leave days.
- D. Holidays shall be observed in accordance with legislative action of the State and Federal governments.
- E. Holidays falling on a Saturday or Sunday shall be observed on the Friday preceding or the Monday following.
- F. When any of the holidays set forth above are observed during the employee's regularly scheduled vacation, the employee shall not be required to charge the holiday to vacation.
- G. The 10-month calendar will be built to a minimum of 197 workdays and a maximum of 18 holidays, pursuant to Contract Section 9.8.
- H. An employee working in a 10-month position who works additional days will be paid for the Independence Day Holiday, if (s)he works during the pay period in which the Independence Day Holiday is observed.

#### 9.9 Alternative Assignments and Work Schedules

##### A. Temporary Alternative Assignments

The Employer may temporarily reassign an employee for a pre-specified period of time to another position and/or classification within the building (s)he is assigned, subject to the provisions of Article 8.5 of this collective bargaining agreement.

Temporary reassignment to buildings other than regularly assigned shall be by mutual agreement of the employee and the employee's Supervisor. If mutual agreement does not exist, the Supervisor will consider requesting volunteers from the Center in the affected building in which the temporary re-assignment is to be made to accept the temporary reassignment. If the Supervisor determines the use of such volunteers is possible, the temporary reassignment shall be provided to the most senior volunteer in the Center in the affected building. If the Supervisor determines that the use of such volunteers is not possible, the least senior bargaining unit member in the Center in the affected building from which the reassignment is to be made will be temporarily reassigned.

The affected employee will be provided a notice in writing of the temporary reassignment which will include the work location and work schedule with a copy to the Union.

## B. Permanent Adjusted Time and Schedules

The Employer may request an employee or an employee may request the Employer to permanently adjust her/his work week(s) and/or work day(s) so as to allow for work to be performed from Sunday through Saturday or for more than eight (8) hours per day. The adjusted schedule shall not exceed forty (40) hours in the week (Sunday through Saturday). Any adjusted times and/or schedules shall be mutually agreed to between the employee and the employee's Supervisor.

The Employer may post new or vacant positions so as to allow for adjusted schedules as described above, so long as the workweek (Sunday through Saturday) does not exceed forty (40) hours.

Work performed in excess of forty (40) hours per week under this Article/Section shall be paid at the overtime rate of time and one-half (1 ½) or the employee will adjust her/his time at the rate of time and one-half (1 ½) during the same pay period, at the employee's option. The scheduling of such adjusted time will be by mutual agreement of the employee and the employee's Supervisor.

The affected employee will be provided a notice in writing of the adjusted time/schedule and overtime arrangement as appropriate with a copy to the Union.

## C. Temporary Adjusted Time and Schedules

The Employer may request an employee or an employee may request the Employer, with a five (5) workday advance notice, to allow for a temporary adjustment of the work week(s) and/or workday(s) so as to allow for work to be performed from Sunday through Saturday or for more than eight (8) hours per day so long as the work week does not exceed forty (40) hours (Sunday through Saturday). The temporary adjustment shall be on a mutually agreeable basis between the employee and the employee's Supervisor.

If the Employer requests the temporary adjusted time/schedule, it shall first be offered to the employee doing the work on a regular basis. If refused, the Supervisor will consider requesting volunteers from the Center in the affected building to accept the temporary adjusted time/schedule. If the Supervisor determines the use of such volunteers is possible, the temporary adjusted time/schedule shall be provided to the most senior volunteer in the Center in the affected building. If the Employer determines that the use of volunteers is not possible, the least senior bargaining unit member in the affected Center, classification and building shall be assigned to work the adjusted schedule.

Work performed in excess of forty (40) hours per week under this Article shall be paid at the overtime rate of time and one-half (1 ½) or the employee will adjust her/his time at the rate of time and one-half (1 ½) during the same or subsequent pay period, at the employee's option. The scheduling of such time will be by mutual agreement of the employee and the employee's Supervisor.

The affected employee will be provided a notice in writing of the adjusted time/schedule and overtime arrangement as appropriate with a copy to the Union.

D. Flexible Schedules

The Employer may post new or vacant ten-month (215-day) positions which do not conform to the regular work schedule provided in Article 9.8 of this collective bargaining agreement. These flexible ten-month (215-day) positions are subject to the adjusted work day/week provisions in Article 9.9B above.

## ARTICLE 10 - MEDICAL EXAMINATIONS

### 10.1 Medical Examinations

The Employer will provide time for all medical examinations required by law. The Employer will, at its option, either provide the tuberculosis examination at its expense or reimburse employees for the unreimbursed cost of such examination(s) required by law to show evidence of freedom from communicable tuberculosis.

### 10.2 Challenge of Medical Reports

The Employer shall have the right to challenge any medical report, showing just cause, including medical leave.

In the event a medical report is challenged, the procedure shall be as follows:

- A. The employee and the Union shall be notified in writing.
- B. The Employer may elect to require the affected employee to be examined by a physician of the Employer's choice. The Employer shall provide time for and pay for the medical examination.
- C. If the reports of the two (2) examining physicians are in conflict or disagreement, the affected employee shall be examined at the equally shared cost of the Employer and the employee, by an appropriate specialist in the area of controversy at the Ford Hospital in Detroit or the University of Michigan Hospital in Ann Arbor for final determinations in the matter which shall be binding on the parties.

## ARTICLE 11 - MISCELLANEOUS

### 11.1 Pay Periods

Paychecks shall be issued on a bi-weekly basis. Should the payday fall on a holiday, the payday shall become the day before the holiday. This shall not affect the pay period.

The twelve (12) month contract amount will be paid out in twenty-six (26) equal biweekly amounts during the fiscal year. Exception will be 1999-2000, which will have twenty-seven (27) equal payments.

The ten (10) month salary will be distributed in either twenty-six (26) equal bi-weekly amounts during the fiscal year or in 21 bi-weekly amounts during the ten month work year, at the employee's option. During 1999-2000 there will be 22 bi-weekly amounts. Bargaining unit members electing to receive her/his ten (10) month salary in twenty-six (26) equal biweekly amounts, or who are assigned to Flexible Schedule positions pursuant to contract section 9.9 (D), will receive biweekly vacation increments according to the appropriate schedule in Article 12.2 of the contract.

Employees assigned to Flexible Schedule positions pursuant to contract Article 9.9 (D) will receive her/his paycheck in twenty-six (26) equal biweekly amounts.

### 11.2 Bulletin Boards

Bulletin Boards will be provided in each building for posting notices pertinent to the business of the Union. A copy of all notices will be forwarded to the Employer prior to posting.

### 11.3 Use of School Facilities

The Union will be permitted the use of school facilities for regular and special business meetings of the Union, provided that such is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the Employer.

### 11.4 New Jobs

Notification to the Union shall be made when new positions are created which cannot be placed in existing classifications. The Employer shall establish classifications and rate structures. In the event the Union does not agree that the classifications and rates are proper, they shall be subject to negotiation.

### 11.5 Mileage

Employees who are requested and agree to use their cars for school business shall receive the maximum Board approved rate for employee's mileage.

#### 11.6 Copies of the Agreement

The Employer agrees to furnish complete copies of the Agreement within thirty (30) workdays from date of Union ratification at the rate of one (1) copy for each member. In addition, Employee Services will provide new members with an agreement at time of hire. The Chapter Chairperson shall receive an additional twenty-five (25) copies.

#### 11.7 Health and Safety

All employees shall be provided with separate employee restrooms, which shall be properly heated, cleaned and well lighted.

#### 11.8 Work Rules

When existing rules are changed or new rules are established, they shall be posted prominently on all Union bulletin boards for a period of ten (10) consecutive workdays before becoming effective. The Union shall be provided with a copy of such rule changes. Rule changes shall not be in conflict with this Agreement.

#### 11.9 Employee Training/Conferences

Employees wishing to attend conferences, study subjects, or to train in skills that will increase their value to the Employer will receive encouragement and financial assistance as provided in this article.

Courses taken must be related to assigned duties of their current position, or must be courses which would help to qualify the employee for a promotion within Wayne RESA.

The Employer or the employee may request training related to the employee's employment. Only if the request is approved prior to enrollment shall such training be paid by the Employer. Employees shall receive pay and continuance of benefits during such training. Training shall be provided and completed when staff is requested to use new equipment and/or programs. If an employee feels she/he have been denied adequate and/or appropriate training, her/his concerns should be discussed with the Director of Employee and Legal Services. A Union representative may be present, if requested. The procedure for approval and reimbursement shall be as follows:

- A. The employee will submit written request to her/his Director or designee.
- B. The Director or designee shall seek a decision from the appropriate administrator and notify the employee in writing of the decision within fifteen (15) workdays from date of employee request.
- C. Upon successful completion of the training, the employee shall be reimbursed for the tuition.

11.10 Supervisory Duties

No employee shall be required to assume any supervisory or administrative duties.

11.11 Supervisors on Duty

At no time shall an employee be required to work in a building alone.

11.12 Closed Work Locations

When an employee's work location is closed for the day, the employee shall be reassigned by the Employer to another location for said day.

11.13 Board Meetings

The Chapter Chairperson or designee shall be granted paid release time from their regular work schedule to attend the Board of Education meetings of the Employer. Designee will only be granted paid release time from her/his regular work schedule if the Union notified the Employer of the identity of the designee at least five (5) workdays in advance of the meeting.

## ARTICLE 12 - VACATIONS

- 12.1 Vacations shall be scheduled subject to the approval of the center director or designee and may be taken in consecutive periods or may be split with the approval of the center director or designee.
- 12.2 Vacations will be earned at the following rate beginning at the month of hire for all 215/260 day program employees.

<u>Years</u>	<u>No. Months*</u>	<u>Hours per Pay**</u> <u>(26 Pays)</u>		<u>Hours per Pay**</u> <u>(27 Pays)</u>	
		<u>12 Mo.</u>	<u>10 Mo.</u>	<u>12 Mo.</u>	<u>10 Mo.</u>
0-3	(0-36)	4.62	3.82	4.45	3.60
4-8	(37-96)	5.54	4.58	5.33	4.31
9-12	(97-144)	6.46	5.35	6.23	5.03
13-15	(145-180)	7.70	6.36	7.41	5.99
16+	(181+)	9.23	7.63	8.89	7.18

\*Months credited based upon time worked or paid time off.

\*\*The exception will be the 99-00 fiscal year (27 pay dates). Hours per pay will be reduced.

The 215-day employees will fall under the same vacation rate as the 260-day employees.

Vacation will be taken at times when the employee would otherwise be scheduled to work.

### 12.3 Pay During Vacation

Employees may be mailed their regular paycheck for any regular pay period which may fall during their vacation, provided the employee makes written request to the Payroll Department. Employees will be paid their current rate for the regular workday for the period of their vacation and will continue to receive credit for any benefits provided for in this Agreement during the period of the vacation. The check(s) shall be mailed at the Employer's expense.

### 12.4 Vacation Pay Upon Layoff, Retirement or Discharge

Any employee who resigns, retires, or is laid off shall be paid within a reasonable time thereafter for any unused vacation including those days accrued at the then current calendar year.

### 12.5 Vacation Accrual Time Limit

Vacation days accrued in excess of 384 hours will be converted to sick leave days.



## ARTICLE 13 - VETERAN'S PREFERENCE

### 13.1 Veteran's Preference

Any employee who enters into active military service in the Armed Forces of the United States shall be entitled to re-employment in any and all Veteran's preferences or rights in accordance with and as provided by applicable Federal and Michigan State laws and regulations. Any employee who is required to attend an Armed Forces Reserve or National Guard Reserve training session will be paid by the Employer for the difference between the pay received for such training sessions and their regular pay with the Employer for a maximum of ten (10) workdays in any one (1) year.

### 13.2 Pay During Military Duty

Employees who are in any branch of the Armed Forces, Reserve or the National Guard, will be paid the difference between their Reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of ten (10) workdays per year is the normal limit, except in the case of any emergency.

## ARTICLE 14 - INSURANCE BENEFITS

14.1 The Employer agrees to provide each full-time employee with the following insurance benefits:

### 14.2 Life Insurance

The Employer shall provide, at no cost to the employee, group life insurance protection in the amount of forty thousand dollars (\$40,000) to be paid to the employee's beneficiary.

### 14.3 Long Term Disability Insurance

The Employer shall provide, at no cost to the employee, long-term disability insurance which provides payment of sixty-six and two thirds percent (66.7%) of the employee's base salary up to the end of the disability or to age seventy (70), whichever is earlier, less Social Security. Eligibility shall commence on the sixty-first (61<sup>st</sup>) work day following the onset of the disability. Procedure for application to be provided by the carrier.

### 14.4 Hospitalization and Medical Insurance

The Employer will pay a sum equal to one hundred percent (100%) of the rate for Blue Cross/Blue Shield 4.0 Plan, or at least equivalent coverage, including the prescription rider with two dollar (\$2) deductible for each prescription, or the Health Alliance Plan at the employee's option for each individual. The insurance shall apply to the individual employee, married, head of household, or full-family plan, as the employee may select. The Union will be made aware of any changes initiated by the carrier regarding current coverages.

The Employer will provide BC/BS rider coverage for Mammogram and PSA testing.

Bargaining unit members who provide satisfactory proof to the Employer of other health insurance coverage may opt out of the coverage provided by the Employer once a year on a date to be determined by the Employer. Bargaining unit members will be notified of the date to opt out. Employees who waive the Employer-provided insurance may not re-enroll in the Employer-provided insurance until an open enrollment period, except that an employee who submits satisfactory proof that her/his coverage through another source has been terminated may be permitted to re-enroll. Employees who opt out will receive, in equal installments in their regular pay, or in a lump sum a sum equal to twenty-five percent (25%) of the premium for the insurance benefit per year. Such installments will cease to be paid to any employee who re-enrolls upon termination of her/his insurance coverage through another source.

### 14.5 Dental Insurance

Full family Class I benefit (routine treatment), 80% paid by insurer, 20% by employee. Class II (major treatment), 60% by insurer, 40% by employee. Class III (orthodontics), 60% by insurer, 40% by employee. Annual maximum for Class I and II, one thousand dollars (\$1,000). Class III (Maximum lifetime per person), one thousand two hundred dollars (\$1,200).

#### 14.6 Optical Insurance

The Employer will continue to provide, at no cost to the employee, up to one hundred fifty dollars (\$150) per year per employee and up to one hundred fifty dollars (\$150) per year per employee dependent(s) in reimbursement for optical expenses. Beginning July 1, 1999, each years' unspent balance may be carried forward into the next year up to a cumulative maximum amount of four hundred fifty dollars (\$450) per employee and four hundred fifty dollars (\$450) per employee dependent(s).

#### 14.7 Supplemental Life Insurance

The Employer shall continue to provide employees with supplemental life insurance according to their salaries. Premiums for supplemental life insurance shall be paid by employees wishing this additional coverage.

#### 14.8 Coverage During Leaves

An employee on leave shall be covered by all Employer-paid insurance protection for a period of sixty (60) workdays. For leave exceeding sixty (60) workdays, such person may continue her/his coverage at group rates payable to the Employer in advance quarterly at her/his own expense for the duration of the leave.

#### 14.9 General Provisions

All insurance benefits are subject to the policy and the rules and regulations of the carrier. Any change in carrier will not result in loss of benefits to employees.

## ARTICLE 15 - RETIREMENT

### 15.1 Retirement

- A. The Employer and Union agree to abide by the applicable law regarding compulsory retirement.
- B. The Employer shall pay all premiums due under the Michigan Public School Employees Retirement Act; however, an employee shall be responsible for all Member Investment Plan payments as required by law.

## ARTICLE 16 - WORKERS' COMPENSATION

### 16.1 Job-Related Injuries

Any job-related injury to an employee which requires medical treatment and results in lost time shall be compensated in the following manner: The Employer shall pay the difference between Workers' Compensation and the employee's regular pay on the basis of a pro-rated withdrawal from the employee's sick bank from the date of the injury until such bank is exhausted. Full fringe coverage shall continue for ninety (90) days. Full paid release time shall be granted for doctors' appointments upon submission of a doctor's statement of dates and times.

### 16.2 Job Injury

Any full-time employee receiving an injury on the job and requiring the employee to go home will receive pay for the full day's work at the regular rate.

## ARTICLE 17 - SEVERANCE PAY – CONTINUANCE OF BENEFITS

- 17.1 Severance pay shall be an amount equal to one hundred percent (100%) of the employee's earned vacation.
- 17.2 All employees shall receive 12-month coverage of all insurance programs until date of severance.
- 17.3 All employees severing employment shall receive an itemized statement with their final paycheck explaining earnings and deductions.

**ARTICLE 18 - LEAVE OF ABSENCE, SICK AND EMERGENCY LEAVES,  
AND OTHER LEAVES**

**18.1 Personal Leave of Absence**

- A. The Employer may grant a personal leave of absence, for a good cause, without pay, to any full-time employee who has been employed for a minimum of three (3) years for personal leave, for a period not exceeding one (1) year. Employee's seniority shall be frozen for one (1) year while on a personal leave of absence. Upon approval of the Employer, employees may extend their leave of absence for a good cause and their seniority will remain frozen.
- B. Positions of employees on personal leave of absence may be filled with outside employees during the time of leave, not to exceed sixty (60) workdays.
- C. Employees returning from a personal leave of absence shall immediately be assigned the same position and work location, if the leave has not exceeded sixty (60) workdays. After such time, the employee will be assigned to the same classification but not necessarily the same location.
- D. The position may be posted and filled after sixty (60) workdays.
- E. The employee shall notify the Employer in writing ten (10) workdays in advance of intent to return to work.

**18.2 Medical Leave of Absence Including Maternity**

- A. The Employer shall grant a medical leave of absence without pay and without loss of seniority to any full-time employee who has been employed for a minimum of one (1) year upon written statement from a physician. A medical leave shall be for the duration of disability only.
- B. The employee shall notify the Employer in writing ten (10) workdays in advance of intent to return to work. A physician's written release must be submitted prior to return to work.
- C. Positions of employees on a medical leave of absence may be filled with outside employees during the time of leave, not to exceed sixty (60) workdays.
- D. The position may be posted and filled after sixty (60) workdays.
- E. Employees returning from a medical leave of absence shall immediately be assigned the same position and work location, if the leave has not exceeded sixty (60) workdays. After such time, the employee will be assigned to the same classification but not necessarily in the same location up to a period not to exceed four (4) years.
- F. A medical leave shall be renewable at the written request of the employee accompanied by a physician's statement.

18.3 Leave for Union Office

- A. The Employer shall grant a leave of absence without pay for a period not to exceed one (1) year, or the term of office, whichever may be less, to any member of the Union to serve in a full-time elected Union office. Renewal will be considered on an annual basis upon request from the Union. Employee's seniority shall be frozen while on a leave for Union office.
- B. Positions of employees on a leave for Union office may be filled with outside employees during the time of leave, not to exceed sixty (60) workdays.
- C. Employees returning from a leave from Union office shall immediately be assigned the same position and work location, if the leave has not exceeded sixty (60) workdays. After such time, the employee will be assigned to the same classification but not necessarily in the same location.
- D. The position may be posted and filled after sixty (60) workdays.
- E. Paid leave for one elected delegate to the Biennial National Union Convention will be granted for a maximum of five (5) workdays upon ten (10) workdays written advance notice.

18.4 Child Care Leave

Child Care Leave shall be granted without pay and administered in compliance with the statutes and the provisions of Article 18.1, Personal Leave of Absence, in this Agreement.

18.5 Sick Leave

- A. Employees shall be granted a bank of sick days as follows:
  - 1. 12 -month employees – 12 sick days granted at the beginning of the fiscal year.
  - 2. 10-month – 10 sick days granted at the beginning of the school year.
  - 3. New hires shall be granted one (1) day per month for each month remaining in either the fiscal year or school year.
- B. Sick leave days are to be used solely and exclusively for illness of the employee and/or member of her/his immediate family, when the employee is responsible for the care of that member of the family (a mother or father caring for a sick child). Sick leave shall be earned at the rate of one (1) day per month. Accumulation shall be unlimited.
- C. Pay for sick days used but not earned shall be withheld from the final paycheck upon severance of an employee.



- D. In the event an employee experiences a serious non-work related injury or illness and is hospitalized or confined to home under the direction of a licensed medical doctor and the employee's sick leave bank is exhausted, the employee will be granted, subject to the approval of the Director of Employee and Legal Services, up to ten (10) additional sick leave days for continuous and consecutive days of absence which are a result of the serious non-work related illness or injury. In the event the employee suffers a relapse of the same or directly related illness or injury, no more than ten (10) additional sick leave days will be provided for any one illness or injury occurring during the course of the fiscal year in which the additional sick leave days were initially provided. The written request for the additional sick leave days must be accompanied by a written statement from a licensed medical doctor.

The Employer may require the employee to be evaluated by a physician designated by the Employer. The expenses of an examination by an Employer designated physician will be paid by the Employer.

Employees shall provide the Director of Employee and Legal Services a physician's release prior to returning to work following usage of additional sick leave days.

#### 18.6 Funeral leave

- A. Absence for funeral leave shall be the minimum time necessary taking into consideration distance and other obligations.
- B. All employees shall be entitled to absence with pay and without charge to sick, vacation, or personal leave days for a death in the immediate family of the employee and/or spouse for a period not exceeding five (5) consecutive workdays (spouse, children, parents, grandchildren, grandparents, brother, sisters and any other person for whose financial or physical care the employee is primarily responsible).
- C. One (1) day, chargeable to vacation, sick leave or personal business may be used to attend funerals for other individuals.
- D. A funeral leave covering other circumstances may be approved by the employer.

#### 18.7 Personal Leave Days

For each fiscal year, personal leave days shall be granted on a non-accumulative basis as follows: Three (3) days if hired before January 1; two (2) days if hired January 1 through March 31; one (1) day if hired April 1 through June 30. Unused personal leave days shall be transferred to the employee's sick bank after July 1.

#### 18.8 Jury and Court Leave

All full-time employees shall be excused from their regularly assigned duties for jury duty or the attendance at any court pursuant to subpoena other than personal. The employee shall turn over to the Employer the jury or witness fee and the employee shall receive her/his regular rate of pay from the Employer.

18.9 Family Medical Leave Act

Bargaining unit members may request Employee Services to provide a copy of the Employer's Family Medical Leave Act procedures being used.

## **ARTICLE 19 - SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of twenty (20) workdays following the date they are tentatively agreed upon by both parties.

## ARTICLE 20 - SALARIES

### 20.1 Application of Salary Provisions

The following salary provisions shall be in effect on July 1, 1999. Percentages and dollar amounts are based on the 12-month salary schedule; 215-day program employees' salaries shall be prorated from the 12-month salary (260 day) schedule.

- A. Effective July 1, 1999, three percent (3%) will be added to each step of the 98-99 salary schedule and shall become part of the 99-00 salary schedule.
- B. Effective July 1, 2000, two and twenty five hundredths percent (2.25%) will be added to each step of the 99-00 salary schedule and shall become part of the 00-01 salary schedule.
- C. Effective July 1, 2001, two and twenty five hundredths percent (2.25%) will be added to each step of the 00-01 salary schedule and shall become part of the 01-02 salary schedule.
- D. During the term of this Agreement, all employees, including new hires, hired before January 1 of a given year shall receive an increment on July 1 of that year.
- E. All calculations for annual rates shall be rounded to the nearest dollar.
- F. All new employees shall receive the minimum salary established for their classification as stated in Article 20.6. New employees shall be hired at the first Step of the appropriate grade.
- G. Employees who retire between July 1, 1999 through the date of ratification shall be paid retroactively.

### 20.2 Placement Procedures

The following procedure shall be used for placing employees on the salary schedule when they are transferred, reassigned, promoted, or reclassified to a higher classification/grade than they are currently in:

- A. The employee shall be placed on the next highest Step in her/his current grade.
- B. The employee will then be placed in the new classification/grade, which reflects an increase in pay.

The following procedure shall be used for placing employees on the salary schedule when they are moved to a lower classification/grade than they are currently in:

- A. Employees who accept a position in a lower grade shall be placed on the next lowest Step in her/his current grade.
- B. The employee will then be placed in the new classification/grade, which reflects a decrease in pay.

20.3 Stenographic Skill Stipend

Employer to identify positions requiring stenographic skills by July 1. Effective July 1, of each fiscal year, a three hundred dollar (\$300) stipend per year will be paid to persons in such positions when such persons possess the required stenographic skill. The stenographic stipend will be paid in a lump sum.

1882 Schedule  
1999-00

	1998-99	1999-00 12 month	12 month 27 Pays	262 Daily	8 Hourly	10 month 10 month	10 month 27 Pays	10 month 22 Pays
Grade 1								
1	18,880	19,446	720.24	74.22	9.28	15,958	591.03	725.36
2	19,796	20,390	755.18	77.82	9.73	16,732	619.71	760.55
3	20,716	21,337	790.28	81.44	10.18	17,510	648.51	795.90
4	21,640	22,289	825.53	85.07	10.63	18,291	677.44	831.40
5	22,557	23,234	860.51	88.68	11.08	19,066	706.14	866.63
6	23,475	24,179	895.53	92.29	11.54	19,842	734.88	901.90
7	24,390	25,122	930.43	95.88	11.99	20,615	763.52	937.05
8	25,310	26,069	965.53	99.50	12.44	21,393	792.32	972.40
Grade 2								
1	20,088	20,691	766.32	78.97	9.87	16,979	628.85	771.77
2	21,075	21,707	803.97	82.85	10.36	17,813	659.75	809.69
3	22,058	22,720	841.47	86.72	10.84	18,644	690.52	847.46
4	23,043	23,734	879.05	90.59	11.32	19,477	721.36	885.30
5	24,029	24,750	916.66	94.47	11.81	20,310	752.22	923.18
6	25,007	25,757	953.97	98.31	12.29	21,137	782.84	960.76
7	25,995	26,775	991.66	102.19	12.77	21,972	813.77	998.71
8	26,981	27,790	1,029.28	106.07	13.26	22,805	844.63	1,036.60
Grade 3								
1	21,383	22,024	815.72	84.06	10.51	18,074	669.39	821.52
2	22,437	23,110	855.93	88.21	11.03	18,964	702.39	862.02
3	23,492	24,197	896.18	92.35	11.54	19,856	735.41	902.55
4	24,550	25,287	936.54	96.51	12.06	20,750	768.53	943.20
5	25,604	26,372	976.75	100.66	12.58	21,641	801.53	983.69
6	26,661	27,461	1,017.07	104.81	13.10	22,535	834.62	1,024.30
7	27,751	28,584	1,058.65	109.10	13.64	23,456	868.74	1,066.18
8	28,806	29,670	1,098.90	113.24	14.16	24,348	901.77	1,106.71
Grade 4								
1	22,769	23,452	868.60	89.51	11.19	19,245	712.78	874.77
2	23,896	24,613	911.59	93.94	11.74	20,198	748.06	918.07
3	25,033	25,784	954.96	98.41	12.30	21,159	783.65	961.76
4	26,166	26,951	998.18	102.87	12.86	22,116	819.12	1,005.28
5	27,317	28,137	1,042.09	107.39	13.42	23,089	855.15	1,049.51
6	28,483	29,337	1,086.57	111.98	14.00	24,075	891.65	1,094.30
7	29,648	30,537	1,131.02	116.56	14.57	25,059	928.12	1,139.06
8	30,780	31,703	1,174.20	121.01	15.13	26,016	963.56	1,182.55

1882 Schedule  
1999-00

	1998-99	1999-00 12 month	12 month 27 Pays	262 Daily	8 Hourly	10 month 10 month	10 month 27 Pays	10 month 22 Pays
Grade 5								
1	24,258	24,986	925.40	95.37	11.92	20,504	759.39	931.98
2	25,470	26,234	971.63	100.13	12.52	21,528	797.33	978.54
3	26,688	27,489	1,018.10	104.92	13.11	22,557	835.46	1,025.34
4	27,934	28,772	1,065.63	109.82	13.73	23,611	874.47	1,073.21
5	29,185	30,061	1,113.35	114.73	14.34	24,668	913.63	1,121.27
6	30,424	31,337	1,160.62	119.61	14.95	25,715	952.42	1,168.87
7	31,682	32,632	1,208.61	124.55	15.57	26,779	991.80	1,217.21
8	32,893	33,880	1,254.81	129.31	16.16	27,802	1,029.71	1,263.73
Grade 6								
1	28,503	29,358	1,087.34	112.05	14.01	24,092	892.28	1,095.07
2	29,843	30,738	1,138.46	117.32	14.67	25,224	934.23	1,146.55
3	31,181	32,116	1,189.50	122.58	15.32	26,355	976.11	1,197.96
4	32,517	33,493	1,240.46	127.83	15.98	27,484	1,017.94	1,249.29
5	33,855	34,871	1,291.51	133.09	16.64	28,615	1,059.82	1,300.69
6	35,188	36,244	1,342.36	138.33	17.29	29,742	1,101.55	1,351.91
7	36,551	37,648	1,394.35	143.69	17.96	30,894	1,144.22	1,404.27
8	37,913	39,050	1,446.31	149.05	18.63	32,045	1,186.86	1,456.60
Grade 7								
1	30,454	31,368	1,161.76	119.72	14.97	25,741	953.36	1,170.03
2	31,886	32,843	1,216.39	125.35	15.67	26,951	998.18	1,225.04
3	33,322	34,322	1,271.17	131.00	16.37	28,165	1,043.14	1,280.21
4	34,752	35,795	1,325.72	136.62	17.08	29,373	1,087.90	1,335.15
5	36,186	37,272	1,380.43	142.26	17.78	30,585	1,132.79	1,390.25
6	37,579	38,706	1,433.57	147.73	18.47	31,763	1,176.40	1,443.77
7	39,039	40,210	1,489.27	153.47	19.18	32,997	1,222.11	1,499.86
8	40,497	41,712	1,544.89	159.21	19.90	34,229	1,267.75	1,555.87
Grade 8								
1	32,549	33,525	1,241.68	127.96	15.99	27,511	1,018.94	1,250.52
2	34,078	35,100	1,300.01	133.97	16.75	28,804	1,066.80	1,309.26
3	35,616	36,684	1,358.68	140.02	17.50	30,104	1,114.95	1,368.35
4	37,154	38,269	1,417.36	146.06	18.26	31,404	1,163.10	1,427.44
5	38,685	39,846	1,475.76	152.08	19.01	32,698	1,211.03	1,486.26
6	40,223	41,430	1,534.43	158.13	19.77	33,998	1,259.17	1,545.35
7	41,781	43,034	1,593.87	164.25	20.53	35,315	1,307.94	1,605.21
8	43,338	44,638	1,653.26	170.37	21.30	36,631	1,356.69	1,665.02

1882 Schedule  
2000-01

	1999-00	2000-01 12 month	12 month 26 Pays	260 Daily	8 Hourly	10 month	10 month 26 Pays	10 month 21 Pays
Grade 1								
1	19,446	19,884	764.75	76.48	9.56	16,442	632.39	782.96
2	20,390	20,849	801.88	80.19	10.02	17,240	663.09	820.97
3	21,337	21,817	839.12	83.91	10.49	18,041	693.89	859.10
4	22,289	22,791	876.56	87.66	10.96	18,846	724.85	897.43
5	23,234	23,757	913.72	91.37	11.42	19,645	755.58	935.48
6	24,179	24,723	950.89	95.09	11.89	20,444	786.31	973.53
7	25,122	25,687	987.97	98.80	12.35	21,241	816.98	1,011.49
8	26,069	26,656	1,025.21	102.52	12.82	22,042	847.77	1,049.62
Grade 2								
1	20,691	21,157	813.71	81.37	10.17	17,495	672.88	833.09
2	21,707	22,195	853.67	85.37	10.67	18,354	705.92	873.99
3	22,720	23,231	893.51	89.35	11.17	19,210	738.86	914.78
4	23,734	24,268	933.39	93.34	11.67	20,068	771.84	955.61
5	24,750	25,307	973.34	97.33	12.17	20,927	804.88	996.52
6	25,757	26,337	1,012.94	101.29	12.66	21,778	837.63	1,037.06
7	26,775	27,377	1,052.98	105.30	13.16	22,639	870.73	1,078.05
8	27,790	28,415	1,092.90	109.29	13.66	23,497	903.74	1,118.92
Grade 3								
1	22,024	22,520	866.14	86.61	10.83	18,622	716.23	886.76
2	23,110	23,630	908.85	90.88	11.36	19,540	751.55	930.48
3	24,197	24,741	951.59	95.16	11.89	20,459	786.89	974.25
4	25,287	25,856	994.46	99.45	12.43	21,381	822.34	1,018.14
5	26,372	26,965	1,037.13	103.71	12.96	22,298	857.63	1,061.82
6	27,461	28,079	1,079.96	108.00	13.50	23,219	893.04	1,105.67
7	28,584	29,227	1,124.12	112.41	14.05	24,169	929.56	1,150.89
8	29,670	30,338	1,166.83	116.68	14.59	25,087	964.88	1,194.61
Grade 4								
1	25,452	26,025	1,000.95	100.09	12.51	21,520	827.71	1,024.78
2	24,613	25,167	967.95	96.80	12.10	20,811	800.42	991.00
3	25,784	26,364	1,014.01	101.40	12.68	21,801	838.50	1,038.15
4	26,951	27,557	1,059.90	105.99	13.25	22,788	876.46	1,085.14
5	28,137	28,770	1,106.54	110.65	13.83	23,791	915.02	1,132.89
6	29,337	29,997	1,153.73	115.37	14.42	24,805	954.05	1,181.20
7	30,537	31,224	1,200.93	120.09	15.01	25,820	993.07	1,229.52
8	31,703	32,416	1,246.78	124.68	15.58	26,806	1,030.99	1,276.47



1882 Schedule  
2000-01

	1999-00	2000-01 12 month	12 month 26 Pays	260 Daily	8 Hourly	10 month 10 month	10 month 26 Pays	10 month 21 Pays
Grade 5								
1	24,986	25,548	982.62	98.26	12.28	21,126	812.55	1,006.02
2	26,234	26,824	1,031.70	103.17	12.90	22,182	853.14	1,056.27
3	27,489	28,108	1,081.06	108.11	13.51	23,243	893.95	1,106.80
4	28,772	29,419	1,131.51	113.15	14.14	24,328	935.68	1,158.46
5	30,061	30,737	1,182.21	118.22	14.78	25,417	977.59	1,210.35
6	31,337	32,042	1,232.39	123.24	15.40	26,496	1,019.09	1,261.73
7	32,632	33,366	1,283.32	128.33	16.04	27,591	1,061.20	1,313.87
8	33,880	34,642	1,332.40	133.24	16.65	28,647	1,101.79	1,364.12
Grade 6								
1	29,358	30,019	1,154.56	115.46	14.43	24,823	954.73	1,182.05
2	30,738	31,430	1,208.83	120.88	15.11	25,990	999.61	1,237.61
3	32,116	32,839	1,263.02	126.30	15.79	27,155	1,044.42	1,293.10
4	33,493	34,247	1,317.18	131.72	16.46	28,319	1,089.20	1,348.54
5	34,871	35,656	1,371.37	137.14	17.14	29,484	1,134.02	1,404.02
6	36,244	37,059	1,425.37	142.54	17.82	30,645	1,178.67	1,459.30
7	37,648	38,495	1,480.58	148.06	18.51	31,832	1,224.33	1,515.83
8	39,050	39,929	1,535.72	153.57	19.20	33,018	1,269.92	1,572.28
Grade 7								
1	31,368	32,074	1,233.61	123.36	15.42	26,523	1,020.10	1,262.98
2	32,843	33,582	1,291.61	129.16	16.15	27,770	1,068.07	1,322.37
3	34,322	35,094	1,349.78	134.98	16.87	29,020	1,116.16	1,381.92
4	35,795	36,600	1,407.71	140.77	17.60	30,266	1,164.07	1,441.22
5	37,272	38,111	1,465.79	146.58	18.32	31,515	1,212.10	1,500.69
6	38,706	39,577	1,522.19	152.22	19.03	32,727	1,258.73	1,558.43
7	40,210	41,115	1,581.34	158.13	19.77	33,999	1,307.64	1,618.99
8	41,712	42,651	1,640.40	164.04	20.51	35,269	1,356.49	1,679.46
Grade 8								
1	33,525	34,279	1,318.44	131.84	16.48	28,346	1,090.24	1,349.83
2	35,100	35,890	1,380.38	138.04	17.25	29,678	1,141.46	1,413.24
3	36,684	37,509	1,442.67	144.27	18.03	31,017	1,192.98	1,477.02
4	38,269	39,130	1,505.00	150.50	18.81	32,358	1,244.52	1,540.84
5	39,746	40,640	1,563.09	156.31	19.54	33,606	1,292.55	1,600.30
6	41,430	42,362	1,629.31	162.93	20.37	35,030	1,347.32	1,668.11
7	43,034	44,002	1,692.39	169.24	21.15	36,386	1,399.48	1,732.69
8	44,638	45,642	1,755.48	175.55	21.94	37,743	1,451.64	1,797.27

1882 Schedule  
2001-02

	2000-01	2001-02 12 month	12 month 26 Pays	260 Daily	8 Hourly	10 month	10 month 26 Pays	10 month 21 Pays
Grade 1								
1	19,884	20,331	781.98	78.20	9.77	16,812	646.63	800.60
2	20,849	21,318	819.93	81.99	10.25	17,628	678.02	839.45
3	21,817	22,308	858.00	85.80	10.72	18,447	709.50	878.42
4	22,791	23,304	896.30	89.63	11.20	19,270	741.17	917.64
5	23,757	24,292	934.29	93.43	11.68	20,087	772.59	956.53
6	24,723	25,279	972.28	97.23	12.15	20,904	804.00	995.43
7	25,687	26,265	1,010.19	101.02	12.63	21,719	835.35	1,034.24
8	26,656	27,256	1,048.30	104.83	13.10	22,538	866.86	1,073.26
Grade 2								
1	21,157	21,633	832.04	83.20	10.40	17,889	688.03	851.85
2	22,195	22,694	872.86	87.29	10.91	18,767	721.79	893.64
3	23,231	23,754	913.60	91.36	11.42	19,642	755.48	935.36
4	24,268	24,814	954.39	95.44	11.93	20,519	789.20	977.11
5	25,307	25,876	995.25	99.52	12.44	21,398	822.99	1,018.94
6	26,337	26,930	1,035.75	103.58	12.95	22,269	856.49	1,060.41
7	27,377	27,993	1,076.65	107.67	13.46	23,148	890.31	1,102.29
8	28,415	29,054	1,117.47	111.75	13.97	24,026	924.07	1,144.08
Grade 3								
1	22,520	23,027	885.64	88.56	11.07	19,041	732.36	906.73
2	23,630	24,162	929.30	92.93	11.62	19,980	768.46	951.42
3	24,741	25,298	972.99	97.30	12.16	20,919	804.59	996.15
4	25,856	26,438	1,016.84	101.68	12.71	21,862	840.85	1,041.05
5	26,965	27,572	1,060.45	106.05	13.26	22,800	876.91	1,085.70
6	28,079	28,711	1,104.26	110.43	13.80	23,742	913.14	1,130.55
7	29,227	29,885	1,149.41	114.94	14.37	24,712	950.47	1,176.77
8	30,338	31,021	1,193.10	119.31	14.91	25,652	986.60	1,221.51
Grade 4								
1	26,025	26,611	1,023.48	102.35	12.79	22,005	846.34	1,047.85
2	25,167	25,733	989.74	98.97	12.37	21,279	818.44	1,013.31
3	26,364	26,957	1,036.82	103.68	12.96	22,292	857.37	1,061.50
4	27,557	28,177	1,083.73	108.37	13.55	23,300	896.16	1,109.54
5	28,770	29,417	1,131.44	113.14	14.14	24,326	935.61	1,158.37
6	29,997	30,672	1,179.69	117.97	14.75	25,363	975.51	1,207.78
7	31,224	31,927	1,227.94	122.79	15.35	26,401	1,015.42	1,257.18
8	32,416	33,145	1,274.82	127.48	15.94	27,409	1,054.18	1,305.17

1882 Schedule  
2001-02

	2001-02					10 month	10 month	
	2000-01	12 month	12 month 26 Pays	260 Daily	8 Hourly	10 month	10 month 26 Pays	10 month 21 Pays
<b>Grade 5</b>								
1	25,548	26,123	1,004.72	100.47	12.56	21,602	830.83	1,028.65
2	26,824	27,428	1,054.91	105.49	13.19	22,680	872.33	1,080.02
3	28,108	28,740	1,105.40	110.54	13.82	23,766	914.08	1,131.72
4	29,419	30,081	1,156.96	115.70	14.46	24,875	956.72	1,184.51
5	30,737	31,429	1,208.79	120.88	15.11	25,989	999.58	1,237.57
6	32,042	32,763	1,260.11	126.01	15.75	27,092	1,042.02	1,290.12
7	33,366	34,117	1,312.18	131.22	16.40	28,212	1,085.07	1,343.42
8	34,642	35,421	1,362.36	136.24	17.03	29,291	1,126.57	1,394.80
<b>Grade 6</b>								
1	30,019	30,694	1,180.55	118.06	14.76	25,382	976.23	1,208.66
2	31,430	32,137	1,236.05	123.60	15.45	26,575	1,022.11	1,265.47
3	32,839	33,578	1,291.46	129.15	16.14	27,766	1,067.94	1,322.21
4	34,247	35,018	1,346.83	134.68	16.84	28,957	1,113.72	1,378.90
5	35,656	36,458	1,402.24	140.22	17.53	30,148	1,159.55	1,435.63
6	37,059	37,893	1,457.42	145.74	18.22	31,334	1,205.17	1,492.12
7	38,495	39,361	1,513.89	151.39	18.92	32,549	1,251.87	1,549.93
8	39,929	40,827	1,570.28	157.03	19.63	33,761	1,298.50	1,607.67
<b>Grade 7</b>								
1	32,074	32,796	1,261.37	126.14	15.77	27,119	1,043.06	1,291.40
2	33,582	34,338	1,320.68	132.07	16.51	28,395	1,092.10	1,352.12
3	35,094	35,884	1,380.14	138.01	17.25	29,673	1,141.27	1,413.00
4	36,600	37,424	1,439.37	143.94	17.99	30,946	1,190.24	1,473.64
5	38,111	38,968	1,498.79	149.88	18.73	32,224	1,239.38	1,534.47
6	39,577	40,467	1,556.44	155.64	19.46	33,463	1,287.06	1,593.50
7	41,115	42,040	1,616.93	161.69	20.21	34,764	1,337.07	1,655.42
8	42,651	43,611	1,677.33	167.73	20.97	36,063	1,387.03	1,717.27
<b>Grade 8</b>								
1	34,279	35,050	1,348.09	134.81	16.85	28,984	1,114.76	1,380.18
2	35,890	36,698	1,411.44	141.14	17.64	30,346	1,167.16	1,445.05
3	37,509	38,353	1,475.11	147.51	18.44	31,715	1,219.81	1,510.24
4	39,130	40,010	1,538.86	153.89	19.24	33,086	1,272.52	1,575.50
5	40,640	41,554	1,598.25	159.82	19.98	34,362	1,321.63	1,636.30
6	42,362	43,315	1,665.97	166.60	20.82	35,818	1,377.63	1,705.63
7	44,002	44,992	1,730.46	173.05	21.63	37,205	1,430.96	1,771.66
8	45,642	46,669	1,794.96	179.50	22.44	38,592	1,484.29	1,837.70

## ARTICLE 21 - DURATION OF AGREEMENT AND SEVERABILITY

### 21.1 Duration

This contract shall extend from date of ratification, unless otherwise stated, to June 30, 2002.

### 21.2 Severability

The contract may be terminated by either party after June 30, 2002 with a ten (10) day written notice sent by registered mail.

This agreement and each of the terms and conditions hereof are subject to the Federal and State of Michigan laws in all respects; and in the event that a provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan or of the federal government, including but not limited to the Michigan Employment Relations Commission, such determination shall not invalidate the remaining provisions of this Agreement; and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable. The Employer and the Union shall meet and negotiate substitute language for the invalid section or article.

## ARTICLE 22 - MAILING ADDRESS FOR NOTICES

The notice requirement of any provision of this Agreement shall be deemed satisfied upon mailing by first class mail to the following respective addresses of the parties. In the event that either party shall desire to change the address for such notices, written notice of such change of address shall be furnished to the other in the manner required hereunder.

Michigan Council 25  
American Federation of State, County and Municipal Employees  
AFL-CIO, Local 1882, Wayne County RESA Chapter  
600 W. Lafayette  
Detroit, MI 48226

Wayne County Regional Educational Service Agency  
33500 Van Born Road  
Wayne, MI 48184-2497

### ARTICLE 23 - P.E.O.P.L.E. DEDUCTIONS

The Employer agrees to deduct, biweekly, from the wages of any employee who is a member of this Union a P.E.O.P.L.E. deduction for federal elections as provided for in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the payroll department and to the Union.

ARTICLE 24 - RATIFICATION


The Union agrees to submit this Agreement to the Members of the Union covered by this Agreement for ratification by them on or before August 4, 1999 and the Council 25 representative and its Local 1882, Wayne County RESA Chapter Officers will recommend to the employees that it be ratified.

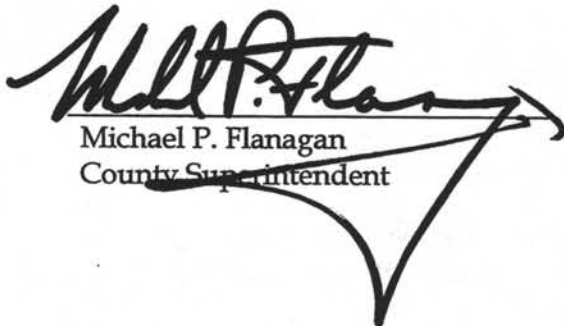
The signatures below indicate ratification by the parties:

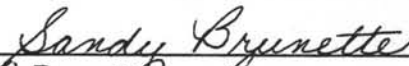

FOR THE EMPLOYER


FOR THE UNION


  
Michael J. Kozicki  
Director, Employee and Legal Services

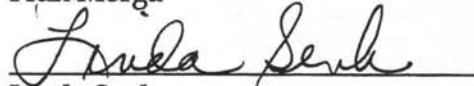
  
Danny Craig  
Council 25 Staff Representative

  
Michael P. Flanagan  
County Superintendent

  
Sandy Brunette  
  
Sandy Burczyk  
Co-Chairperson

  
Kevin Duff

  
Fran Morga

  
Linda Senk  
Co-Chairperson

## APPENDIX A - DEFINITIONS

1. "Fiscal Year" shall be defined as July 1 through June 30 of any year.
2. "Administrator" means Superintendent or Associate Superintendent.
3. "Director or designee" is the person(s) responsible for the supervision of the Center Program and all staff assigned to it.
4. "Employee" means a person who works not less than sixty (60) hours in a bi-weekly period.
5. An "outside employee" means substitute, non-union part-time, temporary, floating, contracted services or co-op employee.
6. "New Position" means a position which formerly did not exist.
7. "Vacancy" means an opening in an existing position.
8. "Days" shall mean workdays unless otherwise specified.
9. "Layoff" means reduction in staff due to economic, re-organizational or reduction in workload reasons.
10. "Chief Steward" means Chairperson or Designee.
11. "Voluntary Layoff" means an election by a bargaining unit member, who is more senior than the least senior bargaining unit member in the bargaining unit, to accept layoff from employment when a reduction in force is necessitated.
12. "Involuntary Layoff" means the layoff of the least senior bargaining unit member when a reduction in force is necessitated.
13. The Education Center and Annex are considered one building for the purposes addressed in this contract.
14. "Temporarily Vacant" means a position that is vacant during a period of time in which the position cannot be posted.



**APPENDIX B - SAMPLE POSTING**

Please Post

Please Post

Notice of Position Opening

POSITION:	Secretary
SUPERVISOR:	(Title)
LOCATION:	William Simmons Education Center 33500 Van Born Road Wayne, MI 48184-2497
EFFECTIVE:	Immediately
QUALIFICATIONS:	High School education or equivalent  One year of related experience
*TESTING REQUIRED:	Type – 60 wpm Filing Clerical/Grammar
SALARY RANGE:	Grade 6 (Current AFSCME 1882 Salary Schedule)
APPLICATION DEADLINE:	Month Day Year
APPLICATION PROCEDURE:	Letters of Application and/or request should be directed to:  Director of Employee Services 33500 Van Born Road Wayne, MI 48184-2497

\*Must have current testing in Personnel File

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

M/F/H

APPENDIX C - EVALUATION

TO:

FROM: Personnel Department

RE: \_\_\_\_\_ Day Evaluation of \_\_\_\_\_

Hire/Reassignment Date \_\_\_\_\_ . Complete in duplicate\*.

DATE: DUE

Quantity of Work Production (% standard, if measured).

- a. UNSATISFACTORY (Always below requirements)
- b. DOUBTFUL (Frequently below requirements)
- c. AVERAGE (Accomplishes requirements. Seldom more)
- d. VERY GOOD (Usually above requirements)
- e. EXCELLENT (Unusually. Asks for and completes extra jobs)

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quality of Work

- a. UNSATISFACTORY (Work not acceptable)
- b. DOUBTFUL (Careless, repeats same mistakes)
- c. AVERAGE (Fairly good. Must sometimes be told to improve work)
- d. VERY GOOD (Usually good)
- e. EXCELLENT (Does excellent work)

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\*\*Employee Signature

\_\_\_\_\_  
Signature of Evaluator

\* One copy to Personnel

\*\* Signature does not necessarily mean agreement with the evaluation. It does mean it was discussed by the evaluator and the person evaluated.

APPENDIX D - GRIEVANCE FORM

GRIEVANCE  
AFSCME Local 1882  
Wayne RESA Chapter

No. \_\_\_\_\_

Date Filed: \_\_\_\_\_

Employee Name:

Date of Hire:

Classification:

Location:

Contract Violation:

The Union Contends:

Oral Discussion with:

Settlement Desired:

Nature of Grievance

State of Grievance:

Grievant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Union Rep. Signature \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX E - TESTING

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Testing for AFSCME 1882 positions will be conducted in the manner specified below.

### General Procedures

Employee requests to test must be in writing and sent to Employee Services Executive Director, or designee. The deadline for receipt of requests for testing will be five (5) workdays in advance of the test date. Applicants may request and be tested separately.

A written confirmation notice of testing will be sent to the employee at least two (2) workdays in advance of the test date. The confirmation notice will include notice of one make-up date. Persons who do not successfully complete the test, or who are absent on the test date, may test on the make-up date upon written advance notification to the Employee Services Executive Director, or designee at least three (3) workdays prior to the make-up date. If the employee is absent on both the test date and the make-up date, he/she must wait until the next regularly scheduled test date.

There will be a minimum of ten (10) workdays between the test date and the make-up date.

Applicants will be given a testing packet with written instruction sheet, and will be provided with an explanation of procedures to be followed, including time limit on each test. Time will be allotted for questions/answers prior to administering the test.

Applicants will be provided with testing equipment and supplies (including scratch paper, pencils with erasers, typewriter, etc.). Applicants may bring and use their own calculators if preferred.

A timer will be used for all timed tests within hearing/sight range of the person(s) being tested.

The pass rate for tests is 80% accuracy for paper testing. The typing and shorthand testing pass rate is the required words per minute (wpm) for the position.

Applicants will be notified within 24 hours as to test results (pass/fail only). Upon written request by an employee, a written notice of testing results shall be provided to the employee. Results will include the overall score as well as how many points out of the total possible points on each section (example: 8 correct out of 10 questions). The notification of results will not include specific information regarding the actual questions nor answers to questions.

Staff who have testing on file as of July 1, 1999 for their current position shall be grand-personed for purposes of applying for lateral positions for the duration of this contract.

### Testing Window Periods

Testing window periods will be in October, January, and April. Specific dates will be determined by Employee Services no later than July 1 for the upcoming fiscal year and announced no later than August 1 via electronic mail to bargaining unit members with written notice to the union chairperson(s).

### Newly Devised Tests

There will be a one-time only window for a newly devised test. The test date and the make-up date will be determined by the employer and announced via electronic mail to bargaining unit members with a written notice to the union chairperson(s).

The employer will consult with the union, regarding content and relevance, on newly devised tests by August 1 of any given year. Newly devised tests not in place as of October 1 shall not be implemented until the following October 1.

### Clerical Testing

Clerical testing may include the following components:

- Spelling
- Punctuation/Capitalization
- Vocabulary
- Filing
- Grammar
- Applications Software (eg. spreadsheet, word processing)

Clerical testing, or portions thereof, may be conducted on the computer.

The clerical pass rate is a minimum of 80% on each of the components.

The typing test will be administered on the computer using a five (5) minute timed writing. The typing pass rate is the required words per minute (wpm) for the position applied for with not more than five (5) errors for the five (5) minute timed writing.

## APPENDIX F

### Employee Performance Evaluation

#### **Philosophy**

The purpose of the evaluation process is to enhance and/or improve the level of job performance and communication between the employee and the director/designee.

#### **Timelines**

All employees will be formally evaluated every two (2) years by June 30 of the evaluation year. Probationary employees will be evaluated pursuant to the timelines in Article 8.13. Transferring employees will be evaluated according to Article 8.3.

#### **Process**

##### Evaluation Sequence:

- 1) The director/designee gives the evaluation form to the employee for completion at least 20 work days before June 30 of the year in which an evaluation is due.
- 2) The employee does a self-assessment and completes the evaluation form within ten (10) work days of receipt.
- 3) The director/designee completes a separate evaluation of the employee, using the same form, within ten (10) days of distribution.
- 4) A conference is scheduled for the director/designee and employee to meet, exchange and discuss the two evaluations. Based on common and contrasting assessments placed on the two individual evaluation forms, the work year is reviewed and goals are set for performance enhancement.
- 5) The director/designee writes a final evaluation and reviews it with the employee. If necessary, a subsequent meeting(s) may be scheduled.
- 6) The employee signs the final evaluation form, and may add comments, if desired.
- 7) The director/designee also signs the final evaluation form.
- 8) The director/designee retains one copy, gives one to the employee, and sends one copy to Employee Services.
- 9) Final Evaluations become part of the employee's Personnel File.

## **EVALUATION RATING SCALE**

The Evaluation Rating Scale includes the following four levels:

### **Level 1 – Unsatisfactory**

Work is unsatisfactory and requires intense follow-up and improvement based on the discussed, written individualized plan.

### **Level 2 – Needs Improvement**

Requires substantial follow-up and improvement to complete the work in the required manner. Action steps for improvement are based on the discussed, written individualized plan.

### **Level 3 – Good, Competent**

Satisfactorily completes position requirements. Expected high quality of performance most often achieved, and sometimes surpassed.

### **Level 4 – Outstanding**

Consistently far exceeds all position requirements and expectations. *(Because Level 4 connotes an almost uninterrupted pattern of superior performance and achieving far beyond what is expected in a given position, this level is achievable, but seldom attained).*



## Employee Performance Evaluation Form

### Procedural Record

Employee's Full Name: \_\_\_\_\_ Telephone Ext. \_\_\_\_\_

Job Title: \_\_\_\_\_ Center Assigned: \_\_\_\_\_

Date Self-Evaluation Form delivered: \_\_\_\_\_

Conference date to Exchange and Discuss Evaluations: \_\_\_\_\_

Conference date to Review Final Evaluation (if necessary): \_\_\_\_\_

Date Final Evaluation Signatures Affixed (Employee and Director/Designee): \_\_\_\_\_

Check whether Additional Comments are appended: \_\_\_\_\_ YES \_\_\_\_\_ NO

.....

**Instructions** - The Evaluation Rating Scale consists of four broad "Levels" or categories ranging from low to high:

- Level 1** = Unsatisfactory
- Level 2** = Needs Improvement
- Level 3** = Good/Competent
- Level 4** = Outstanding

The employee and the director/designee independently complete the same evaluation form. The employee conducts a self-appraisal to complete what she/he thinks reflects the performance in a given category. Read each category separately and note the definition. Insert the appropriate "Level" on the line next to the word "RATING." Record your reasons for the rating in the section marked, "EXPLANATION."



A. **Relationships with Coworkers and Visitors:** Pleasant, personable, tactful communication style on the phone, in writing and in person. Provides service to coworkers and community.

Level 1 UNSATISFACTORY	Level 2 NEEDS IMPROVEMENT	Level 3 GOOD/COMPETENT	Level 4 OUTSTANDING
<ul style="list-style-type: none"> <li>* Consistently antagonizes and/or disrupts coworkers.</li> <li>* Is rude to coworkers and visitors on the telephone.</li> <li>* Is discourteous and conveys annoyance when asked questions or directions from coworkers and visitors.</li> <li>* Is generally disagreeable and has difficulty getting along with others.</li> <li>* Does not routinely comply with requests and/or directives given by the director or designee.</li> <li>* Loses control in difficult situations.</li> </ul>	<ul style="list-style-type: none"> <li>* Occasionally antagonizes and/or disrupts coworkers.</li> <li>* Telephone courtesy with visitors is sometimes lacking.</li> <li>* Periodically “snaps” at others and acts annoyed when asked questions or directions from coworkers and visitors.</li> <li>* Tends to be “moody” and unpredictable in responses to others.</li> <li>* Sometimes fails to comply with requests and/or directives given by the director or designee.</li> <li>* Needs to work on behavior in difficult situations.</li> </ul>	<ul style="list-style-type: none"> <li>* Is usually cooperative and works in harmony with coworkers.</li> <li>* Basically shows a pleasant disposition during telephone interactions with others.</li> <li>* Is responsive to questions and requests for information; usually goes out of way to find resources/answers.</li> <li>* Is respected, well liked and others sometimes seek employee’s opinions or advice.</li> <li>* Sometimes anticipates issues and potential problems; suggests plausible solutions and responds in a timely way toward their resolution.</li> <li>* Rarely loses control.</li> </ul>	<ul style="list-style-type: none"> <li>* Is always cooperative and works in harmony with coworkers.</li> <li>* Always displays a pleasant disposition during telephone interactions with others.</li> <li>* Is always responsive to questions and requests for information; goes out of way to find additional resources/answers.</li> <li>* Is highly respected, well liked and others frequently seek employee’s opinions and/or advice.</li> <li>* Anticipates issues and potential problems; always suggests plausible solutions and responds effectively, efficiently and in a timely way.</li> <li>* Never loses control.</li> </ul>

A. **RATING** \_\_\_\_\_ (Relationships with Coworkers, Visitors)

**EXPLANATION** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COURSE OF ACTION (if necessary)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Teamwork:** Ability to work cooperatively as a contributing team member. Demonstrates flexibility and a willingness to accommodate the needs of others.

Level 1 UNSATISFACTORY	Level 2 NEEDS IMPROVEMENT	Level 3 GOOD/COMPETENT	Level 4 OUTSTANDING
<ul style="list-style-type: none"> <li>* Works as a loner and resists supporting the group effort.</li> <li>* Fails to follow through on tasks and/or assignments needed to fulfill broad organizational goals involving others.</li> <li>* Always resists working with coworkers from other Centers to complete special projects.</li> <li>* Thwarts attempts to gain group consensus during problem-solving situations.</li> <li>* Complains about others' behavior, but refuses to apply standards of teamwork to daily work ethic.</li> </ul>	<ul style="list-style-type: none"> <li>* Works as a loner and occasionally supports the group effort.</li> <li>* Often does not follow through on tasks and/or assignments needed to fulfill broad organizational goals involving others.</li> <li>* Sometimes resists working with coworkers from other Centers to complete special projects.</li> <li>* Tends to undermine attempts to gain group consensus during problem-solving situations.</li> <li>* Complains about others' behavior, but rarely applies standards of teamwork to daily work ethic.</li> </ul>	<ul style="list-style-type: none"> <li>* Despite preferred style of work, always supports the group effort and persuades others to do the same.</li> <li>* Can be counted on to follow through and provide leadership for extra tasks and assignments needed to fulfill broad organizational goals.</li> <li>* Welcomes opportunities to work with employees from other Centers to complete special projects.</li> <li>* Works diligently to help gain group consensus during problem-solving situations.</li> <li>* Regularly goes out of way to positively influence others who display negative or non-cooperative behavior.</li> </ul>	<ul style="list-style-type: none"> <li>* Always willing to take a leadership role by initiating and organizing resources to support team efforts.</li> <li>* Always follows through and goes beyond the call of duty to provide leadership, resources and support for extra tasks and assignments needed to meet organizational goals.</li> <li>* Proactively seeks opportunities to work with employees from other Centers to complete special projects.</li> <li>* Demonstrates leadership in hearing others' viewpoints and working toward consensus.</li> <li>* Always goes out of way to positively influence others who display negative or non-cooperative behavior.</li> </ul>

**B. RATING** \_\_\_\_\_ (Teamwork/Working Cooperatively)

**EXPLANATION** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COURSE OF ACTION (if necessary)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. Attendance/Punctuality:** Has an established pattern of coming to work on time, observing established protocol of daily reporting and ending times, and attends staff meetings and organizational events.

Level 1 UNSATISFACTORY	Level 2 NEEDS IMPROVEMENT	Level 3 GOOD/COMPETENT	Level 4 OUTSTANDING
<ul style="list-style-type: none"> <li>* Frequently late for work</li> <li>* Always requesting adjustments in schedule (“no lunch break” or “no breaks”) to leave work early, regardless of volume of work to be done.</li> <li>* Poor attendance pattern, regularly misses work.</li> <li>* Frequently late for staff meetings and other organizational events.</li> <li>* Finds excuses NOT to attend staff meetings and other organizational events.</li> <li>* Extends lunch period.</li> <li>* Often absent from work station, although physically on site. Inadequate time spent on-task.</li> </ul>	<ul style="list-style-type: none"> <li>* Often late for work (at least once per week).</li> <li>* Regularly asks for adjustments in schedule (“no lunch break” or “no breaks”) to leave work early.</li> <li>* Marginal attendance pattern.</li> <li>* Often late for staff meetings and other organizational events.</li> <li>* Reluctantly attends staff meetings and other organizational events; pattern is to leave early.</li> <li>* Occasionally extends lunch period.</li> <li>* Sometimes wanders from work station; questionable use of work time to accomplish assigned duties.</li> </ul>	<ul style="list-style-type: none"> <li>* Always on time for work (except for rare emergencies); may come early to get situated in time for actual “start” time.</li> <li>* Demonstrates professional respect for work time, stays with a task until completion and doesn’t abuse requests for flex time or overtime.</li> <li>* Good attendance pattern with few absences.</li> <li>* Is punctual for staff meetings and other organizational events.</li> <li>* Attends and supports staff meetings and other organizational events.</li> <li>* Is punctual in returning from lunch or taking breaks; often works through breaks even though not required to do so.</li> </ul>	<ul style="list-style-type: none"> <li>* Always on time for work; always comes early to take care of preliminaries before actual “start” time.</li> <li>* Demonstrates professional respect for work time, stays with a task until completion and doesn’t abuse requests for flex time or overtime.</li> <li>* Excellent attendance pattern with none, or very few absences.</li> <li>* Is punctual (often early) for staff meetings and other organizational events.</li> <li>* Always attends and supports staff meetings and other organizational events.</li> <li>* Never late in returning from lunch or taking breaks; often works through breaks even though not required to do so.</li> </ul>

C. RATING \_\_\_\_\_ (Attendance, Punctuality, Time-on Task)

EXPLANATION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COURSE OF ACTION (if necessary) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D. Reliability/Dependability:** Can be counted on to demonstrate a sound work ethic, follow-through on assignments and special tasks, and being available to assist with seen and unforeseen tasks or challenges.

Level 1 UNSATISFACTORY	Level 2 NEEDS IMPROVEMENT	Level 3 GOOD/COMPETENT	Level 4 OUTSTANDING
<ul style="list-style-type: none"> <li>* Fails to take job seriously; gives up easily and does not stay with difficult tasks.</li> <li>* Cannot be relied upon to accept responsibility for correcting errors without being directed to do so.</li> <li>* Does not take pride in adhering to agreements or meeting expectations for producing outstanding products.</li> <li>* Has a pattern of being unreliable and undependable in meeting obligations for production and outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>* Sometimes speaks and behaves inappropriately regarding the seriousness of job tasks; tends to give up easily without pursuing new solutions.</li> <li>* Is sometimes unreliable and irresponsible regarding correcting errors; needs some direction.</li> <li>* Takes little pride in adhering to agreements or meeting expectations for producing outstanding products.</li> <li>* Is often unreliable and undependable in meeting obligations for production outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>* Is reliable in always taking work assignments seriously; demonstrates a commitment to finding creative solutions.</li> <li>* Can be depended upon to maintain high standards and correct errors from self or others without direction.</li> <li>* Meets goals and expectations for producing outstanding products.</li> <li>* Has a pattern of being reliable and dependable in surpassing expectations and obligations for production outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>* Without deviation, always demonstrates a commitment to finding creative solutions.</li> <li>* Can be depended upon to maintain the highest standards and correct errors from self or others without direction.</li> <li>* Exceeds goals and expectations for producing outstanding products.</li> <li>* Is always reliable and dependable in surpassing expectations and obligations for production outcomes.</li> </ul>

**D. RATING** \_\_\_\_\_ (Reliability, Follow-through, Dependability)

**EXPLANATION** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COURSE OF ACTION (if necessary)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E. Quality of Work:** Has the competency, knowledge and special skills to complete required job responsibilities and tasks.

Level 1 UNSATISFACTORY	Level 2 NEEDS IMPROVEMENT	Level 3 GOOD/COMPETENT	Level 4 OUTSTANDING
<ul style="list-style-type: none"> <li>* Disorganized; uses outdated, inefficient practices to complete job assignments.</li> <li>* Unable to complete basic, rudimentary assignments without constant guidance and intervention.</li> <li>* Does not proofread work or use technology to catch grammatical and spelling errors.</li> <li>* Procedural and operational errors are consistent and excessive.</li> <li>* Resists participating in technology training to update skills; relies totally on others to make a template or model to follow.</li> </ul>	<ul style="list-style-type: none"> <li>* Often disorganized; uses outdated, inefficient practices to complete job assignments.</li> <li>* Requires substantial supervision to complete basic, rudimentary assignments.</li> <li>* Often fails to proofread work or use technology to catch grammatical and spelling errors.</li> <li>* Procedural and operational errors are consistent.</li> <li>* Resists participating in technology training to update skills; relies too much on others to make a template or model to follow.</li> </ul>	<ul style="list-style-type: none"> <li>* Well organized; uses up-to-date, efficient practices to complete job assignments.</li> <li>* Completes basic and complex assignments with little or no guidance or supervision.</li> <li>* Routinely proofreads final products for errors or content, grammar and spelling.</li> <li>* Understands and implements procedural and operational matters with few errors.</li> <li>* Is technologically literate, and takes advantage of ongoing training opportunities to update skills; tends to design model templates/resources.</li> </ul>	<ul style="list-style-type: none"> <li>* Exceptionally well organized; uses the most up-to-date, efficient practices to complete job assignments.</li> <li>* Anticipates and completes very complex assignments with little or no guidance; independently seeks technical assistance for special challenges.</li> <li>* Produces work that is virtually error-free in content, punctuation and spelling.</li> <li>* Is well versed in procedural and operational matters with minimal errors.</li> <li>* Is technologically literate, and takes advantage of ongoing training opportunities to update skills; helps others with technology applications and resources.</li> </ul>

**E. RATING** \_\_\_\_\_ (Quality of Work, Production Levels)

**EXPLANATION** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COURSE OF ACTION (if necessary)** \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

## Employee Performance Evaluation Form Appendix

### Additional Employee Comments:

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### The Following Factors Enhance/Inhibit My Job Effectiveness:

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### Verification of Joint Employer/Employee Evaluation Review and Consensus

Date: \_\_\_\_\_

Employee Name & Title: \_\_\_\_\_

Director/Designee: \_\_\_\_\_

### Sign-Off on Employee Performance Evaluation Form:

Date: \_\_\_\_\_

For the Employer: \_\_\_\_\_

For the Union: \_\_\_\_\_

## APPENDIX G - DONATION OF VACATION DAYS

In the event an employee, or a member of her/his immediate family (a dependent or person for whom the employee is responsible for the care of), sustains a serious non-work related injury or illness and is hospitalized or confined to home, under the care of a health care provider, and has exhausted her/his sick, personal and vacation leave days, she/he may seek the donation of vacation days from other members of the bargaining unit, in order to maintain her/his salary during the period of disability, by way of the following procedure:

Submit, in writing, whenever possible, at least ten (10) workdays before going off payroll, a request for the donation of a specific number of vacation days from other members of the bargaining unit, to the AFSCME 1882 Chairperson who will forward it to the Executive Director of Employee Services for review and consideration. The request must include a statement from the attending health care provider, and an explanation of the reason(s) the request should be considered.

The Executive Director of Employee Services, or designee, will review the request and, if approved, will, in writing, solicit donation of vacation days in increments of whole days from members of the bargaining unit. All vacation days donated will be added to the applicant employee's vacation bank for use only during the specified period of disability. All donated days which are unused during the specified period of disability will be returned to the donor(s).

The following procedure will be used to determine the order in which donated days will be deducted:

A random draw of the employees' names donating days will be conducted at the rate of one day per donor, per draw, until the number of days requested by the employee is met.

Employees may donate only earned vacation days up to the accrual limit by way of completing the attached form. Employees donating days will receive written confirmation of the number of days donated, in each instance, by the Payroll Department.

Participation in this activity is voluntary on the part of all bargaining unit members.

**Wayne RESA  
AFSCME 1882  
Donation of Vacation Days**

I, \_\_\_\_\_, hereby authorize the Wayne RESA to deduct up  
(Please Print)

to \_\_\_\_\_ vacation days from my bank of earned vacation  
(Number)

days and give them to \_\_\_\_\_ for use only during the  
(Employee Name-Please Print)

disability period of \_\_\_\_\_ through \_\_\_\_\_.  
(Date Commencing) (Date Ending)

\_\_\_\_\_  
Employee Signature/Date

**Confirmation of Donation**

\_\_\_\_\_ vacation days were deducted from \_\_\_\_\_  
(Number) (Employee's Name)

bank of earned vacation days on \_\_\_\_\_ and were given  
(Date)

to \_\_\_\_\_ for use during the disability period of  
(Employee's Name)

\_\_\_\_\_ through \_\_\_\_\_.  
(Date Commenced) (Date Ended)

\_\_\_\_\_  
Finance Director or Designee/Date





