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Effective July 1, 1987-June 30, 1990



Agreement Between

Local 1882, WCISD Chapter
 affiliated with Michigan Council 25
 of the American Federation of
 State, County, and Municipal Employees,
 AFL-CIO and Wayne County Intermediate
 School District

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 RELATIONS COLLECTION
 Michigan State University

Wayne County Intermediate School District

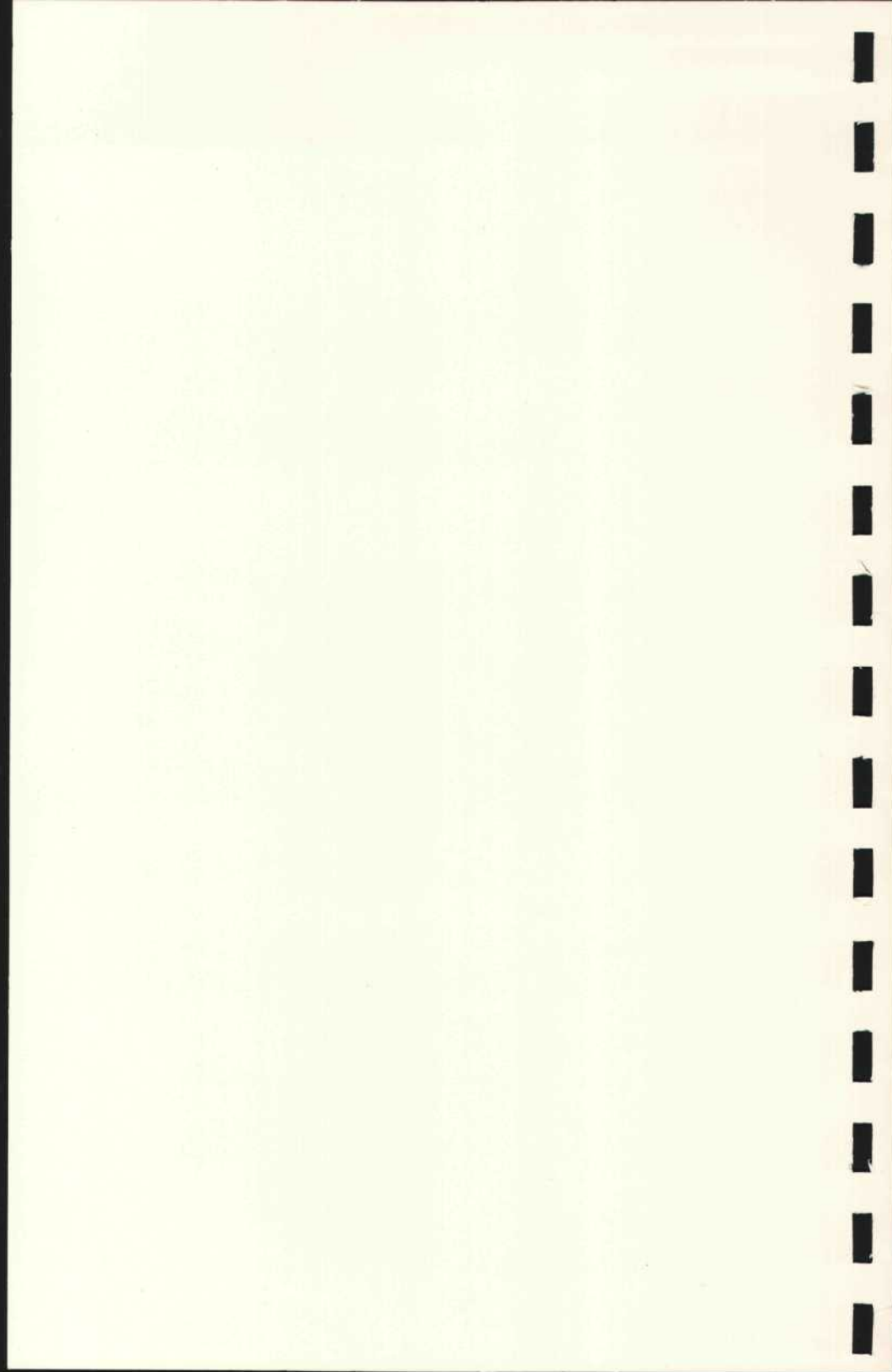


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PREAMBLE

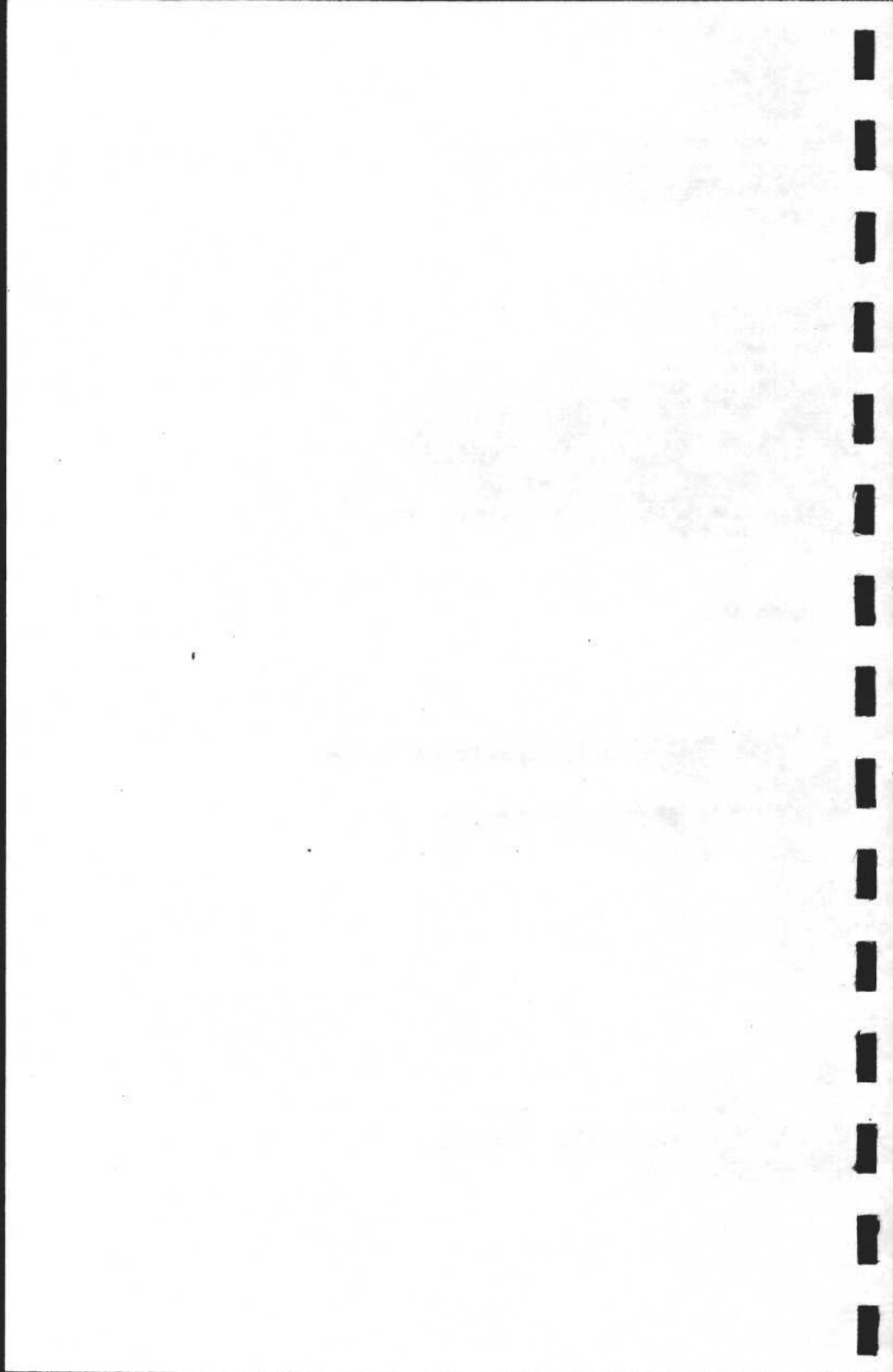
This Agreement, entered into this January 13, 1988, is between the Wayne County Intermediate School District (hereinafter referred to as the "Employer") and Local No. 1882, WCISD Chapter, affiliated with Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, 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 379 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 1-10
*Bookkeeper	7	
Building Services Assistant	4	
Building Services Trainee	1	
Clerk Typist	2	
Fiscal Trainee	2	
Graphics Technician	7	
Payroll Clerk	8	
Phototypesetter	7	
Production Technician	6	
Production Technician Senior	7	
Production Technician Trainee	2	
Receptionist-Console Operator	2	
Secretary III	8	
Secretary II	6	
Secretary I	4	
Secretary Trainee	1	
Senior Building Services Specialist	7	

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

1.2 Employees Excluded

Employees to be excluded from the Union will be the Secretary to the Superintendent, the Secretary to the Administrative Assistant to the Superintendent, and the Secretary to the Associate Superintendent of Administrative 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) work days 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) work days 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 Intermediate School District 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 Intermediate School District.
- 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, his/her immediate supervisor 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 immediate supervisor with supporting documentation showing the reasons for the reprimand.

Third Step: Suspension without pay not to exceed five (5) work days.

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 Department of Human Resources. Upon request, an employee may review his/her own file. The Union chapter Chairperson shall be permitted to review an employee's personnel file provided he/she presents written, notarized authorization from the employee to the Department of Human Resources. After twelve (12) months of satisfactory service, all disciplinary materials applying therein shall be, with mutual agreement of the Employer and the employee, destroyed. After twelve (12) months of satisfactory service, any reports of disciplinary action which occurred prior to the previous twenty-four (24) month period may not be adversely used in any subsequent disciplinary action and shall be destroyed. 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 p.m. 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: one (1) steward per floor in the Education Center; one (1) steward for the other locations; and 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 a 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 five (5) work days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance, the employee will request a conference with the immediate supervisor to discuss the grievance on an informal basis. Said confidential proceedings will be between the immediate supervisor and the employee, unless waived, in writing, by the employee. If such a waiver is made, a Union representative may be present upon the employee's request. Said conference shall be held within five (5) work days of the request.
- Step 2: In the event the grievance is not resolved at Step 1, the employee will file a written grievance (Appendix D) with the immediate supervisor, on a form with copies to the Union and the Associate Superintendent. Said form shall be filed within five (5) work days after the informal conference. Within five (5) work days the supervisor will give a written reply to the employee filing the grievance with copies to the Associate Superintendent.
- Step 3: If not resolved at Step 2, the grievance may be appealed to the Associate Superintendent. Said appeal must be made within five (5) work days after the employee's receipt of the immediate supervisor's decision. The Associate Superintendent shall investigate the grievance and give written disposition to the aggrieved employee and the Union within ten (10) work days after receipt of the grievance with copies to the Superintendent.

Step 4: If not resolved at Step 3, the grievance may be appealed to the Superintendent. Said appeal shall be made within five (5) work days after the employee's receipt of the Associate Superintendent's decision.

- A. Within twenty-five (25) work days 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) work days written notice of the hearing.
- B. Not more than ten (10) work days 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) work days 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 Department of Human Resources of the Employer. All written communications 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 an employee, the employee has the right to call a Union steward to meet with the employee's immediate supervisor 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 immediate supervisor's permission before leaving their work station.
- 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 immediate supervisor, it may be initiated at Step 3 of the Grievance Procedure by mutual consent of the Employer and the Union.
- 6.11 No contract article violation not cited at Step 2 shall be added to a grievance.

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 October 1st 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) work days 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.

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 this Agreement.
- C. If the employee is absent for two (2) consecutive work days 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.

7.4 Layoffs

- A. Reduction in the work force shall be effected through the following procedure:
 - 1. The affected employee shall be notified in writing at least ten (10) work days in advance as to the date of the layoff and the options available.
 - a. accept the layoff
 - b. utilize the bumping procedure
 - c. apply for open posted positions
 - d. accept work presently being performed by outside employees for which he/she is qualified.
 - 2. The affected employee shall notify the Employer in writing within five (5) work days after receipt of the layoff notice of his/her decision. If no decision is received by the Employer, the employee shall be laid off.
- B. Any employee who is laid off and applies for any job vacancy posted for which the employee is qualified shall be reinstated prior to new hires.
- C. The Employer shall secure a receipt of delivery of the layoff notice. This shall not apply in case of strikes or work stoppages.
- D. Laid off employees shall be recalled in the inverse order of the layoff. The most senior employees shall be recalled to the first opening in the classification and group from which the employee was laid off, or if the employee had bumped down from his/her original position in the reduction of the work force being laid off, to such original position. Recall will be by written certified notice, return receipt requested. If the employee fails to respond within five (5) work days of receipt of notice, or evidence of inability to deliver, employment will be terminated.
- 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) work days 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 after the effective date of the layoff.

G. Temporary Layoff

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

7.5 Bumping Procedure

A. Bumping privileges may be exercised only on persons with less seniority than the person exercising the right to bump.

B. The bumping procedure shall be as follows:

1. The affected employee may bump the least senior person within the employee's classification. If no such position exists, the employee may bump the least senior person within that grade, in a position for which he/she is qualified. In the absence of qualifications for a position in the same grade, the employee may bump the least senior person in any lower grade or classification for which he/she is qualified.
2. All subsequent employee displacements as a result of the initial bumping will follow the procedure above.

7.6 Discontinued Positions

In instances where work programs, locations, and positions are discontinued by the Employer, the employee shall be considered entering a layoff; and the procedures outlined in Article 7.4 shall be followed. Such employees shall then be afforded full bumping privileges as outlined in Article 7.5.

7.7 Transferred Position

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

The affected employee shall notify the Employer in writing within five (5) work days after receipt of the transfer notice of his/her 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.

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

8.1 Filling Vacancies

All vacancies and new positions shall be posted.

All vacancies and new positions shall be filled by a qualified applicant. 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 changes have been mutually agreed upon. The immediate supervisor's title shall also be included in the posting.
- C. The Employer shall distribute copies of notices of open positions within the bargaining unit to all centers for posting on bulletin boards and to the Union.
- D. Notice of each vacancy or new position shall be posted for not less than seven (7) work days 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 thirty (30) work days 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 be deemed unsatisfactory as determined by the Employer through successive evaluations after the first ten (10) work and twenty (20) work days after assignment, or should the employee elect for just cause to reject the position within the first thirty (30) work days after assignment, the employee shall be restored to the same position from which the employee had originally transferred. Employee's original position shall not become a vacancy until the trial period has expired.

Waiver

Upon written mutual agreement of the Human Resources Department and the employee, the trial period may be waived. It shall be the sole responsibility of the employee to notify the Chapter Chairperson, prior to the effective date of the written agreement, of his/her 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) work days unless the employer notifies the Union of exceptional circumstances and the date of the transfer.

Each posted position shall be filled or reposted within forty (40) work days after the application deadline date on the posting unless the time limit is extended by mutual agreement.

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 for eleven (11) work days during any calendar year, the affected employee shall be paid at the rate of the higher classification in accordance with Section 21.2 for all time spent on the assignment.

Bargaining unit ten-month employees who work during the summer shall be paid at the rate of the position being filled.

8.6 Work Stations

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. Perform work during peak periods.
4. Fill the position of an employee serving a thirty (30) work day 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 sixty (60) work days unless extended by mutual agreement.

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

D. During the 10-month school year, there shall be no more than fifteen (15) percent of Union membership of outside employees (10% co-op student workers and 5% other outside employees) 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 thirty (30) work day 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) work days of termination shall be hired at their seniority at the time of termination, and at the current benefit level. After a sixty (60) work day period, rehired employees will be treated as new employees in all aspects including benefits.

8.10 Reclassifications

Subject to the approval of the Board, changes in classification will be made when, upon written request from the immediate supervisor, the employee is assigned additional responsibilities or work loads due to the organizational changes of the building or department.

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

The employee will submit his/her request for reclassification to the Director of Human Resources with a copy to his/her immediate supervisor and the Union.

The Union and the employee shall be notified in writing within three (3) work days 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) work days from the date request was submitted to the Director of Human Resources.

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 the Director of Human Resources.

- B. If the reclassification request is rejected, the employee may appeal through the Grievance Procedure within five (5) work days 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 Human Resources Department will be responsible for preparing and administering the tests and/or test equipment. Shorthand tests will be from a recording. Any newly devised tests for a bargaining unit vacancy or new position shall be a negotiable item and subject to Union approval. If there is any question as to the administering of the tests being fair and reasonable, then the employee has a right to be retested with a Union observer present.

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

Employees on their sixty (60)-work-day probationary period shall have an evaluation report (Appendix C) completed by their immediate supervisor. 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.

The 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, he/she may do so in writing and have it placed in his/her personnel file.

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

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 buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building and/or department.

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

9.4 Lunch Period and Reliefs

A regular work day 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 (15) periods, one in the morning and one in the afternoon, without interruption from the Employer.

9.5 Overtime

Time and one-half (1-1/2) shall be paid for all work performed before and after the regular work day 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 immediate supervisor or an administrator. Overtime request forms shall be signed at the time of the request by the immediate supervisor 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 supervisor's own departmental employees cannot work the overtime being offered, the Employer's Director of Human Resources 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 Intermediate School District 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 at the beginning of each fiscal 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 Work Day

When a work day is cancelled by the Employer, the employee shall receive a full day's pay for said day.

9.8 Calendar - 1987-88

A. The following days falling within the regular work schedule shall be recognized as days off with pay for 1987-88 for all 260-, 230- and 195-day program employees:

July 4	Independence Day
September 7	Labor Day
November 26 and 27	Thanksgiving Day and the day after
December 24, 25, 28, 29, 30, and 31	Winter Break
January 1	New Year's Day
January 18	Black Heritage Day
April 1 and 4	Spring Break
May 30	Memorial Day

Calendar - 1988-89

To Be Negotiated

Calendar - 1989-90

To Be Negotiated

B. The 195-day employees report to work on August 31, 1987/ August 29, 1988/August , 1989. The last day of work will be June 24, 1988/June , 1989/June , 1990. The 195-day employees are subject to the calendar in 9.8 A. except for July 4. The 195-day employees shall be eligible for vacation in accordance with Article 12.2.

- C. The 230-day program employees' last day of work will be on August 20, 1987/August , 1988/August , 1989. They will report to work on September 8, 1987/September , 1988/September , 1989.
- D. Days for religious observance falling on other than any of the days named above may be taken and charged to vacation or personal leave days.
- E. Holidays shall be observed in accordance with legislative action of the State and Federal governments.
- F. Other than for reasons of Acts of God or days scheduled in Section A above, when the program is not in operation, 230-day program employees shall use vacation days in accordance with Article 12.2, request assignment at the Education Center not later than three (3) working days prior to the closing of the program, or be off payroll.

Holidays falling on a Saturday or Sunday shall be observed on the Friday preceding or the Monday following.
- G. 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.

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 determination 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.

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 employees' mileage.

11.6 Copies of the Agreement

The Employer agrees to furnish complete copies of the Agreement within thirty (30) work days from date of Union ratification at the rate of one (1) copy for each member. In addition, new members shall receive a copy when employed by the Employer and 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 work days 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 the bargaining unit.

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.

The procedure for approval and reimbursement shall be as follows:

- A. The employee will submit written request to his/her immediate supervisor.
- B. The immediate supervisor shall seek a decision from the appropriate administrator and notify the employee in writing of the decision within fifteen (15) work days from date of employee request.
- C. Upon successful completion of the training, with a proven grade of "C" or better, the employee shall be reimbursed for the tuition.

11.10 Medication

No employee of the Union shall be required or requested to give medication to students.

11.11 Supervisory Duties

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

11.12 Supervisors on Duty

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

11.13 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.

11.14 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 his/her regular work schedule if the Union notified the Employer of the identity of the designee at least five (5) work days in advance of the meeting.

ARTICLE 12 - VACATIONS

12.1 Vacations shall be scheduled subject to the approval of the immediate supervisor and may be taken in consecutive periods or may be split with the approval of the immediate supervisor.

Vacations will be granted in accordance with the request of the employees so far as possible on a seniority basis, provided that the employees submit their requests to their immediate supervisor sixty (60) calendar days in advance.

12.2 Vacations will be earned at the following rate beginning at the month of hire for all 195/230/260 day program employees.

<u>Years</u>	<u>Months</u>	<u>Days Per Year</u>	<u>Bi-Weekly Increment</u>
0-3	(0-36)	15	.577
4-8	(37-96)	18	.692
9-12	(97-144)	21	.808
13-15	(145-180)	25	.962
16-Over	(181 Months and Over)	30	1.154

The 195/230 day employees will fall under the same vacation rate of the 260-day employees.

Those employees who earn vacation and work less than 260 days shall use vacation leave in the following order, in accordance with the school calendar:

- A. Days between the closing and opening of school.
- B. Days during scheduled days off with pay (excluding legislated holidays).
- C. Working days.

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 therefore to the Payroll Department. Employees will be paid their current rate for the regular work day 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.

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) work days 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) work days 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, without cost to the employee, group life insurance protection in the amount of twenty thousand dollars (\$20,000) to be paid to the employee's beneficiary.

Effective July 1, 1988, the employer shall provide, without cost to the employee, group life insurance protection in the amount of twenty-five thousand dollars (\$25,000) to be paid to the employee's beneficiary.

14.3 Long-Term Disability Insurance

The Employer shall provide, at no cost to the employees of the Union, long-term disability insurance which provides payment of sixty percent (60%) of the employee's base salary up to the end of the disability (maximum of one-thousand dollars (\$1,000) per month) or to age seventy (70), whichever is earlier, less Social Security. Eligibility shall commence on the sixty-first (61st) 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 MVF 2 with current level of Master Medical, 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.

14.5 Dental Insurance

The Employer shall provide, without cost to the employee, full-family coverage. Class I benefits, eighty percent (80%) paid by the insurance company, twenty percent (20%) by the employee, maximum level of benefits per person being six hundred dollars (\$600) per year, will be in effect January 1, 1986. Class II benefits fifty percent/fifty percent (50%/50%), maximum level of benefits per person being six hundred dollars (\$600) per year.

14.6 Optical Insurance

The Employer will provide at no cost to employee Co-op Optical Full Family Coverage - Plan D.

14.7 Supplemental Life Insurance

The Employer shall continue to provide employees of the Union 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) work days. For leave exceeding sixty (60) work days, such person may continue his/her coverage at group rates payable to the Employer in advance quarterly at his/her 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 - LONGEVITY PAY

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.

15.2 Longevity

The Employer shall pay each member of the Union who has completed ten (10) consecutive and continuous years of service for the Wayne County Intermediate School District longevity pay in the amount of thirty dollars (\$30) for each year of service, payment not to exceed six-hundred dollars (\$600).

ARTICLE 16 - WORKER'S 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 Worker's Compensation and the employee's regular pay on the basis of a prorated 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) work days.
- 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 forty (40) work days. 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 forty (40) work days.
- E. The employee shall notify the Employer in writing ten (10) work days 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) work days 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) work days.
- D. The position may be posted and filled after sixty (60) work days.

- 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) work days. 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) work days.
- 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 forty (40) work days. 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 forty (40) work days.
- E. Paid leave for one elected delegate to the Biennial National Union Convention will be granted for a maximum of five (5) work days upon ten (10) days 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. 260-day employees - 12 sick days granted at the beginning of the fiscal year.
 - 2. 230-day employees - 12 sick days granted at the beginning of the school year.

3. 195-day employees - 10 sick days granted at the beginning of the school year.
 4. 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 his/her 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 is hospitalized for a period of five (5) calendar days, and the employee's sick leave bank is exhausted, the employee will be granted ten (10) 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 work days (spouse, children, parents, foster parents, grandparents, brothers, 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 his/her regular rate of pay from the Employer.

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) work days 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 July 1, 1987. Percentages and dollar amounts are based on the 12-month salary schedule; 230- and 195-day program employees salaries shall be prorated from the 12-month salary schedule.

Based on the 1/1/87 - 6/30/87 salary schedule:

- A. Effective July 1, 1987, five percent (5%) shall be added to each step of the 1/1/87-6/30/87 salary schedule and shall become a part of the 1987-88 salary schedule.
- B. Effective July 1, 1988, five percent (5%) shall be added to each step of the 1987-88 salary schedule and shall become a part of the 1988-89 salary schedule.
- C. Effective July 1, 1989, five percent (5%) shall be added to each step of the 1988-89 salary schedule and shall become part of the 1989-90 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 Articles 20.4, 20.5 and 20.6. New employees shall be hired at Step 1.
- G. Employees who retire between July 1, 1987 through the date of ratification shall be paid retroactively.

20.2 Placement Procedure

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 his/her 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 his/her current grade.
- B. The employee will then be placed in the new classification/grade which reflect a decrease in pay.

20.3 Technical Skill Payment

For the remainder of the 1987-88 year, the Employer will continue to pay the technical skills payment pursuant to a letter of understanding.

SALARY SCHEDULE
7/1/87 - 6/30/88

2096 Hours

Grade: 01			Grade: 02		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	5.102	10,693	1	5.423	11,367
2	5.376	11,269	2	5.718	11,985
3	5.652	11,846	3	6.013	12,603
4	5.926	12,421	4	6.309	13,223
5	6.202	12,999	5	6.603	13,839
6	6.478	13,577	6	6.898	14,458
7	6.751	14,151	7	7.193	15,076
8	7.027	14,729	8	7.486	15,690
9	7.302	15,304	9	7.781	16,310
10	7.577	15,881	10	8.077	16,929

Grade: 03			Grade: 04		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	5.769	12,092	1	6.139	12,867
2	6.084	12,753	2	6.479	13,579
3	6.401	13,416	3	6.816	14,287
4	6.716	14,077	4	7.153	14,993
5	7.032	14,740	5	7.494	15,707
6	7.349	15,403	6	7.833	16,417
7	7.664	16,064	7	8.177	17,139
8	7.981	16,729	8	8.526	17,871
9	8.307	17,411	9	8.875	18,602
10	8.623	18,073	10	9.214	19,313

Grade: 05			Grade: 06		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	6.536	13,699	1	6.961	14,590
2	6.899	14,461	2	7.350	15,405
3	7.261	15,220	3	7.738	16,219
4	7.624	15,980	4	8.133	17,047
5	7.989	16,745	5	8.532	17,884
6	8.362	17,527	6	8.933	18,724
7	8.736	18,311	7	9.334	19,564
8	9.107	19,089	8	9.734	20,403
9	9.484	19,878	9	10.135	21,242
10	9.846	20,638	10	10.534	22,079

Grade: 07			Grade: 08		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	7.416	15,543	1	7.904	16,567
2	7.833	16,419	2	8.364	17,530
3	8.259	17,310	3	8.823	18,494
4	8.688	18,209	4	9.283	19,458
5	9.117	19,109	5	9.743	20,422
6	9.546	20,008	6	10.201	21,382
7	9.975	20,907	7	10.662	22,347
8	10.403	21,805	8	11.122	23,311
9	10.832	22,704	9	11.581	24,273
10	11.249	23,577	10	12.041	25,238

SALARY SCHEDULE
7/1/88 - 6/30/89

2088 Hours

Grade: 01			Grade: 02		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	5.377	11,228	1	5.716	11,935
2	5.667	11,832	2	6.027	12,584
3	5.957	12,438	3	6.338	13,233
4	6.246	13,042	4	6.649	13,884
5	6.537	13,649	5	6.959	14,531
6	6.828	14,256	6	7.271	15,181
7	7.116	14,859	7	7.581	15,830
8	7.407	15,465	8	7.890	16,474
9	7.696	16,069	9	8.202	17,125
10	7.986	16,675	10	8.513	17,775

Grade: 03			Grade: 04		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	6.081	12,697	1	6.470	13,510
2	6.413	13,391	2	6.829	14,258
3	6.747	14,087	3	7.184	15,001
4	7.079	14,781	4	7.540	15,743
5	7.412	15,477	5	7.898	16,492
6	7.746	16,173	6	8.256	17,238
7	8.078	16,867	7	8.619	17,996
8	8.412	17,565	8	8.987	18,765
9	8.756	18,282	9	9.354	19,532
10	9.089	18,977	10	9.712	20,279

Grade: 05			Grade: 06		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	6.889	14,384	1	7.337	15,319
2	7.272	15,184	2	7.747	16,175
3	7.654	15,981	3	8.156	17,030
4	8.036	16,779	4	8.572	17,899
5	8.420	17,582	5	8.993	18,778
6	8.814	18,403	6	9.416	19,660
7	9.208	19,227	7	9.838	20,542
8	9.599	20,043	8	10.260	21,423
9	9.996	20,872	9	10.682	22,304
10	10.378	21,670	10	11.103	23,183

Grade: 07			Grade: 08		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	7.816	16,320	1	8.331	17,395
2	8.257	17,240	2	8.815	18,406
3	8.705	18,175	3	9.300	19,419
4	9.157	19,119	4	9.785	20,431
5	9.609	20,064	5	10.270	21,443
6	10.061	21,008	6	10.752	22,451
7	10.513	21,952	7	11.238	23,464
8	10.965	22,895	8	11.723	24,477
9	11.417	23,839	9	12.206	25,487
10	11.856	24,756	10	12.692	26,500

SALARY SCHEDULE
7/1/89 - 6/30/90

2080 Hours

Grade: 01			Grade: 02		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	5.668	11,789	1	6.025	12,532
2	5.973	12,424	2	6.352	13,213
3	6.279	13,060	3	6.680	13,895
4	6.584	13,694	4	7.009	14,578
5	6.890	14,331	5	7.336	15,258
6	7.197	14,969	6	7.663	15,940
7	7.501	15,602	7	7.991	16,621
8	7.807	16,238	8	8.316	17,298
9	8.112	16,872	9	8.645	17,981
10	8.418	17,509	10	8.973	18,664

Grade: 03			Grade: 04		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	6.410	13,332	1	6.820	14,185
2	6.760	14,061	2	7.198	14,971
3	7.111	14,791	3	7.573	15,751
4	7.462	15,520	4	7.947	16,530
5	7.813	16,251	5	8.325	17,317
6	8.164	16,982	6	8.702	18,100
7	8.514	17,710	7	9.085	18,896
8	8.867	18,443	8	9.473	19,703
9	9.229	19,196	9	9.860	20,509
10	9.580	19,926	10	10.237	21,293

Grade: 05			Grade: 06		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	7.261	15,103	1	7.733	16,085
2	7.665	15,943	2	8.165	16,984
3	8.067	16,780	3	8.597	17,881
4	8.470	17,618	4	9.036	18,794
5	8.875	18,461	5	9.479	19,717
6	9.290	19,323	6	9.925	20,643
7	9.706	20,188	7	10.370	21,569
8	10.118	21,045	8	10.814	22,494
9	10.537	21,916	9	11.259	23,419
10	10.939	22,753	10	11.703	24,342

Grade: 07			Grade: 08		
Step	Hourly Rate	Contract Amount	Step	Hourly Rate	Contract Amount
1	8.238	17,136	1	8.781	18,265
2	8.703	18,102	2	9.291	19,326
3	9.175	19,084	3	9.803	20,390
4	9.651	20,075	4	10.314	21,453
5	10.128	21,067	5	10.825	22,515
6	10.605	22,058	6	11.334	23,574
7	11.082	23,050	7	11.845	24,637
8	11.558	24,040	8	12.356	25,701
9	12.034	25,031	9	12.866	26,761
10	12.497	25,994	10	13.377	27,825

ARTICLE 21 - DURATION OF AGREEMENT AND SEVERABILITY

21.1 Duration

This contract shall extend from date of ratification, unless otherwise stated, to June 30, 1990.

The contract may be terminated by either party after June 30, 1990 with a ten- (10) day written notice sent by registered mail.

21.2 Severability

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 any 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 Intermediate Chapter
23855 Northwestern Highway
Southfield, MI 48075

Wayne County Intermediate School District
33500 Van Born Road
Wayne, MI 48184

ARTICLE 23 - RATIFICATION

The Union agrees to submit this Agreement to the employees of the Union covered by this Agreement for ratification by them on or before December 19, 1985, and the Council 25 representative and its Local 1882, Wayne County Intermediate Chapter Officers will recommend to the employees that it be ratified.

The signatures below indicate ratification by the parties:

FOR THE EMPLOYER:

Beverly Burns /s/

Clare Ebersole /s/

FOR THE UNION:

Lloyd Stage /s/
Office Coordinator

Judy Korpi /s/
Chairperson

Char Davis /s/

Kevin Duff /s/

Betty Nunlee /s/

Linda Senk /s/

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. "Supervisor" is the person who reports directly to an Associate Superintendent.
4. "Immediate Supervisor" is the person who has direct responsibility for a support staff person(s).
5. "Employee" means a person who works not less than sixty (60) hours in a bi-weekly period.
6. An "outside employee" means substitute, part-time, temporary, floating, contracted services or co-op employee.
7. "New Position" means a position which formerly did not exist.
8. "Vacancy" means an opening in an existing position.
9. "Days" shall mean work days unless otherwise specified.
10. "Layoff" means reduction in staff due to economic, reorganizational or reduction in work load reasons.
11. "Economic Reasons" for reduction of staff includes termination of funding for special projects.
12. "Chief Steward" means Chairperson or Designee.

APPENDIX "B"

Please Post

Please Post

SAMPLE POSTING

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT
Notice of Position Opening

POSITION: Secretary I

SUPERVISOR: Immediate Supervisor: (Title)

LOCATION: Education Center
33500 Van Born Road
Wayne, Michigan 48184

EFFECTIVE: Immediately

QUALIFICATIONS: High school education or equivalent
One year of related experience

*TESTING REQUIRED: Type - 50 wpm
Filing
Clerical/Grammar

SALARY RANGE: Grade 4 \$11,778 - \$17,678

APPLICATION DEADLINE: Month Day Year

APPLICATION PROCEDURE: Letters of application and/or request should
be directed to:

Director of Human Resources
33500 Van Born Road
Wayne, Michigan 48184

*Must have current
testing in Personnel
file

WE ARE AN EQUAL OPPORTUNITY EMPLOYER
m/f/h

APPENDIX "C"

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT

MEMORANDUM

TO:

FROM: Human Resources Department

DATE:

RE: _____ Day Evaluation of _____
Hire/Reassignment Date _____
Complete in duplicate.*

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).

Comment _____

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).

Comment _____

** Employee Signature

Signature of Evaluator

*One copy to Human Resources Department

**Note - The signature does not necessarily mean agreement with the evaluation. It does mean that it was discussed by the evaluator and the person evaluated.

APPENDIX "D"

GRIEVANCE
AFSCME Local 1882
WCISD Chapter

No.
Date filed

Employee's name

Date of hire

Location

Classification

Contract violation

Oral discussion with

Nature of Grievance

State of Grievance

The Union Contends

Settlement Desired

Grievant's Signature and Date _____

Union Representative Signature and Date _____

Supervisor's Signature and Date _____

