

MSUAPA

(Agency Shop--Void Pg. 1 & 2)

ASSOCIATION MEMBERSHIP

1. Dues/Service Fee

As a condition of employment, each employee of the Bargaining Unit on or before the 30th day after the effective date of this Agreement or on or before the 30th day after employment in the Bargaining Unit, whichever is later; and monthly thereafter, shall tender to APA either periodic and uniformly required Association dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Bylaws of the Michigan State University Administrative-Professional Association.

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Michigan State University Administrative-Professional Association

## 11. Checkoff

- A. The Employer, at the time of hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, shall apprise the prospective member of these provisions and shall present to her/him an Application for Membership and an Authorization for Checkoff of Dues, such forms to be provided by the Association.
  1. If the employee desires to join APA, the employee shall complete both the Application for Membership and the Authorization card for Checkoff of Dues and return them to the APA financial officer.
  2. If the employee does not desire to join the APA, the employee shall complete only the Authorization card for Checkoff of Dues, so that APA may collect from the employee its service fees equal to the monthly dues, and return it to the APA financial officer.
  3. If the employee desires to tender dues or fee directly to the Association, the employee will so indicate on the Authorization for Dues form which shall be transmitted to the Association on or before the 30th day of employment with dues or fee equivalent to 12 months dues or fees. Adjustment of dues or fees shall be made at the end of 12 months from these receipts. Excess amounts then will be returned to the employee within 10 days of demand and insufficient amounts will require payment within 10 days of notice. Each year will again require deposit of such a sum and the procedure indicated above will be applied.
- B. During the life of this Agreement and in accordance with the terms of the authorization for Checkoff of Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the Bylaws of the Association from the pay of each employee who executes or has executed the authorization for Checkoff of Dues.
- C. The initial deduction for any employee shall not begin unless the authorization for Checkoff of Dues and the certification of the APA's financial officer as to the amount of the periodic Association dues or service fees have been delivered to the Employer's Payroll Department at least 15 calendar days prior to the affected payday.
- D. All monies deducted by the Employer shall be remitted to the APA's financial officer once each month by the 20th calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Association dues or service fees deducted from each employee.
- E. In cases where a deduction is made which duplicates a payment already made to APA by an employee, or where a deduction is not in conformity with the Bylaws of the Association, refunds to the employee shall be made by APA.
- F. The Employer shall not be liable to APA by reason of Section B of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
- G. The Employer shall not, during the life of this agreement, deduct dues or service fees from employees in this Bargaining Unit for any organization other than the Association without APA's written permission.
- H. APA shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this agreement.

## GRIEVANCE PROCEDURE

The following grievance procedure is established for use by Administrative-Professional employees and the MSU AP Association who feel they have a grievance or complaint alleging a violation, misinterpretation or a misapplication of this agreement.

### 1. Definitions and General Conditions

1. This grievance procedure is established for use by full or part-time employees of Michigan State University who are classified as Administrative-Professional and the MSU-APA in its capacity as a representative of a grievant.
2. In order for a grievance to be considered timely and thus appropriate for this grievance procedure, the alleged grievance must be reduced to writing and presented to the immediate supervisor within 15 working days from the date that the facts occurred, or should reasonably have been known to occur, which gave rise to the alleged grievance.
3. All time periods may be reasonably extended by mutual consent of the parties in writing.
4. a. If, at any step of this procedure, the University's representative fails to answer the grievance within the prescribed time period and no extension of time has been mutually agreed upon in writing, the grievance may then be appealed to the next higher step, within the prescribed time period for appeal.  
b. If at any step the grievant does not appeal the answer in writing within the prescribed time period, the grievance shall be considered settled on the basis of the last answer and not be subject to future review.
5. Working day defined. A working day is any day, Monday through Friday, during normal business hours, on which the University is open for official business. In computing any period of time prescribed by this procedure, the day of the act or event after which the designated period of time begins to run is not to be included.
6. The grievant shall be entitled to representation of his choice. The grievant may request at any or all steps of this grievance procedure, the assistance of a representative of the MSU Administrative-Professional Association. The AP Association grievance officer may, with AP Board approval, enlist the aid of legal counsel at any or all steps of a grievance action. The expense of this counsel will be borne by the Association. If the Board and the grievance officer agree that a grievance can be adequately handled without outside counsel, any expense incurred by the grievant for outside counsel, assistance or representation is the responsibility of the grievant.

### Step II Arbitration

- a. If the grievant is not satisfied with the decision of the Director of Employee Relations or designated representative, the grievant shall request, in writing, within five (5) working days from the receipt of the Director of Employee Relations' decision, that the decision be appealed to arbitration.
- b. From a list of three (3) arbitrators supplied by the University, one acceptable to both parties will be selected. In the event the parties cannot agree upon an arbitrator within twenty (20) working days, a list of arbitrators shall be requested from the American Arbitration Association. The selection will be made under the rules of AAA.
- c. The rules of the American Arbitration Association shall apply to arbitration proceedings. The decision of the arbitrator will be final and binding on all parties, and judgment therein may be entered in any court of competent jurisdiction.

- d. The fees and authorized expenses of the arbitrator shall be shared equally by the University and the grievant. If the grievant is represented at Step II by the Michigan State University Administrative-Professional Association, the Association shall assume the grievant's share of the fees and authorized expenses of the arbitrator. If the grievant chooses not to be represented by the Administrative-Professional Association in arbitration, or, if the Administrative-Professional Association chooses not to represent the grievant in arbitration the grievant shall solely assume the grievant's share of the fees and authorized expenses of the arbitrator. Verbatim transcripts of the proceedings shall be secured only with the prior mutual consent of the parties, in which case all expenses will be equally borne.
- e. The arbitrator shall have no authority to add to, or subtract from, alter, change or modify any of the written policies of the University or agreements between MSU and APA. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator.
- f. The arbitrator shall not substitute his/her judgment for that of the employer where the employer's judgment and actions are based upon reasonable cause and do not violate written University policies and agreements between MSU and APA. The arbitrator shall not render any decision which would require or permit an action in violation of public statutes. The arbitrator may make no award which provides the employee compensation greater than would have resulted had there been no violation.
- g. The arbitrator shall have no authority to establish wage and salary scales, rates on new or changed jobs or to change any wage or salary rate.
- h. Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions.
- i. The arbitrator shall have no authority to rule on a grievance dealing with whether a particular work assignment has been given to a person or persons in appropriate employee groups, for example, between C-1s and A-1s.
- j. In event a grievance is appealed to arbitration and said arbitrator finds that he has no authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- k. The employer in no event shall be required to pay back wages for more than three (3) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving their pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay. If the employee files their grievance within three (3) working days after receipt of such pay.

## REDUCTION IN FORCE

It is the policy of the University to endeavor to provide continuing employment for Administrative Professional employees. Reduction in the work force which may be necessary from time-to-time due to lack of funds and/or lack of work will be accomplished through normal attrition to the extent feasible.

In addition to normal attrition, layoff due to lack of work and/or funds will be utilized as deemed necessary by the University. Eligibility for recall shall apply only to those laid off employees meeting the requirements stated below. An AP who is subject to layoff or who has been laid off shall be afforded a reasonable number of interviews for any open position at the same or lower levels if the Office of Personnel deems he/she is qualified.

An employee accepting a position with an Off-Date is not eligible for layoff.

Layoff is defined as the severance of an employee from the payroll, due to lack of funds and/or lack of work, with eligibility for recall.

Due to the varied nature of work performed by AP employees, the ability of the employee to fulfill the requirements of the work remaining shall be the prime factor in determining who is to be laid off. Where ability to perform the work remaining is equal the University will follow these priorities for reduction in force.

- a. Temporary before permanent.
- b. Probationary before non-probationary.
- c. Employees with unsatisfactory records before employees with satisfactory records.
- d. Employees with short service before employees with long service.

Recall is defined as the reinstatement of a laid off employee to active status within a period which is the lesser of the employee's length of service before layoff, or two (2) years. In the event of recall the employee will retain the original service date but does not receive service credits for the period of layoff. Accrued sick leave will be reinstated when the employee returns to work.

To be eligible for recall, the employee must satisfy the following requirements:

- a. Must be regular employee.
- b. Must be scheduled to work half-time or more.
- c. Must have completed the probationary period.
- d. Must have a satisfactory work record, not including trial periods.

Employees with the greatest length of service within the University will be recalled first, provided they can perform the duties of the position.

Termination is defined as the severance of an employee from the payroll without eligibility for recall.

## SENIORITY

Seniority is defined as the length of continuous employment starting with the original date of hire with the University. Periods of authorized leaves of absence do not cause loss of seniority.

Seniority rights are relinquished by the employee for the following reasons:

- a) Voluntary resignation
- b) Retirement
- c) Termination
- d) Failure to accept recall from layoff provided the position offered was at a classification and comparable compensation grade level to provide the employee 80% or more of their salary at the time of layoff.
- e) Failure to return from leaves of absence.
- f) Failure to be recalled from layoff within a period equal to employment, or 2 years, whichever occurs first.

Employees returning to employment with the University within twelve (12) months or less of termination from University employment or a transfer to a position in another bargaining unit shall receive credit for all past seniority upon return.

#### FILLING VACANT POSITIONS

The recruitment of applicants and the filling of vacant positions is the responsibility of the Office of Personnel Administration. To advance the concept of promotion from within the ranks of the University, the Office of Personnel Administration will provide employing departments with a list of the candidates who formally apply for any AP posted position. All candidates who possess the posted requirements shall be considered. In any instance where there are more than two (2) on-campus AP candidates possessing the posted requirements, at least two (2) of said candidates shall be interviewed. The responsibility for determining which candidates shall be interviewed will be the employing department. This determination will be based upon information obtained from the candidate's credentials. The department should take longevity of service into account when determining who will be interviewed, but ability to do the work shall be the prime factor for setting the interview list.

If any outside candidate is hired over an interviewed on-campus employee or an interviewed employee on layoff status, the AP Association shall be provided with a copy of the Position Vacancy Record which will contain the reasons for selection and non-selection. This shall be done in a timely manner. If the outlined procedures have been followed, the determinations shall not be grievable.

#### PROBATIONARY/TRIAL PERIOD

AP employees shall serve a one (1) year probationary period commencing at the time of hire as a new employee to the University, or enter an AP classification from other University employment. Employees already employed in an AP classification and who are hired into another AP classified position within the same department shall serve a six (6) month trial period. Employees employed in an AP classification who are hired into an AP classified position in another department shall serve a six (6) month trial period, which trial period may be extended by the unit administrator for an additional six (6) months upon providing to the employee written notice not less than five (5) working days prior to the completion of the original six (6) month trial period. The determination to extend the six (6) month trial period for an additional six (6) months shall not be grievable.

Interim performance evaluations will be carried out for all probationary employees and for all employees whose trial period has been extended. Should an AP employee transfer to another AP position and not satisfactorily complete the trial period, he/she will be eligible to:

- a. return to his/her former position should it not be filled,
- b. if the former position is filled, the employee is then eligible for layoff status with full recall rights.

Following the giving of notice that a trial or probationary period is to be terminated early, any additional time served before actual severance from the position may not be counted toward completion of the trial or probationary period.



SALARY PROGRESSION

October 1, 1983

1. Effective October 1, 1983, 5.5% monies will be available to be used in the following manner:
  - a. 5.0% monies will be available to fund merit raises for APs who have been employed at the University before March 1, 1983, and have a satisfactory or better evaluation. No individual shall receive more than a 10% increase. All monies are to be expended by Major Administrative Unit.
  - b. The balance will be available to implement the new Automatic Progression Level program.
    1. Effective January 1, 1984, all APs who have not reached their APL will receive a 4% increase up to the APL if their last annual evaluation was satisfactory or better.
    2. After the increase on January 1, 1984, any individual who has not attained the new hiring level, will have their salary increased to the hiring level for their classification.
  - c. Annually the APL and percentage increase will be negotiated with the University.
  - d. New employees may be started at a salary above the hiring level with appropriate approval.
  - e. Special merit increases may be granted during the budget year with appropriate approval.
2. Should there be any enhancements or improvements to other benefits, they will be included in this agreement.

1983-84  
AP SALARY PROGRESSION SYSTEM

<u>GRADE LEVEL</u>	<u>HIRING LEVEL</u>	<u>AUTOMATIC PROGRESSION LEVEL</u>
AP-01	\$14,004	\$16,170
AP-02	14,004	17,505
AP-03	15,180	18,975
AP-04	16,528	20,660
AP-05	17,908	22,305
AP-06	19,500	24,385
AP-07	21,164	26,480
AP-08	23,024	28,780
AP-09	25,044	31,305
AP-10	27,144	33,930

#### OVERTIME

Administrative Professional employees in grade levels 01, 02, 03, and 04 will receive overtime payment or compensatory time off at the rate of time and one-half for scheduled hours worked in excess of 40 in a work week. The unit administrator will determine if the employee is to receive pay or compensatory time off for overtime worked.

In health care delivery facilities where biweekly work schedules of eighty (80) hours are maintained, overtime pay or compensatory time off will be given for any scheduled hours worked in excess of eighty (80) hours in a biweekly period.

Paid time (vacation, sick leave, holiday, personal leave, compensatory time, jury duty, military pay, and funeral leave) is considered as time worked for the purpose of overtime computation.

Employees who are called upon to perform special services not usually a part of their regular duties and responsibilities and who perform these services outside of their normal work schedule will receive payment in accordance with current policies of the University. Unit administrators or their authorized representatives are responsible for the approval of overtime prior to the performance of overtime work. Approval means time worked as directed by the employee's supervisor and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

Employees AP-05 and above are normally not eligible for overtime pay. However, where unusual staffing and work requirements exist, the unit administrator may approve compensatory time off equal to the number of overtime hours worked.

6. Discipline and/or Discharge

- a. An Administrative-Professional employee who has completed one year of regular full-time (or part-time) continuous employment as an Administrative-Professional employee, shall not be discharged, demoted nor suspended except for reasonable and just cause.
- b. In the event that a discharge or suspension of an AP occurs, the grievant may by-pass Steps I and II of this grievance procedure and immediately proceed to Step III. If such an option is exercised, the grievant must notify the administrative head in writing of this action.
- c. Restitution/Restatement: Should a decision be rendered at any step of the grievance procedure, that the employee was unjustly discharged, demoted, or suspended without reasonable and just cause, the University agrees to restate the employee to the employee's former position effective the date of the discharge, demotion, or suspension. Computation of any back wages or benefits must include off-sets for unemployment insurance, Worker's Compensation and wages earned with other employers during the computation time.

#### CLASSIFICATION/RECLASSIFICATION OF POSITIONS

The University establishes and maintains a system for the evaluation and classification of all classified positions. The authority to classify new positions, reclassify existing positions or eliminate positions is vested in the Office of Personnel Administration.

When a classification is established or modified the grade level for the classification shall be fixed by the University and the Association shall be notified prior to implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position a special conference may be scheduled with the Office of Employee Relations. If the disagreement is not resolved the Association may file a demand for arbitration within ten (10) working days of the special conference. The arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position.

The Unit Administrator will normally initiate requests for position reclassification. However, such requests may be initiated by the Association. Such requests shall be directed to the Assistant Vice President for Personnel and Employee Relations. The decision of the Assistant Vice President as to whether the request will be approved or not shall not be subject to review.

Management Rights and Security--No Provision

## FLEXIBLE APPOINTMENTS

Flexible appointments are appointments of Administrative-Professional staff providing between 75% and 89% time equivalent salary over a calendar year, with some fringe benefits equivalent to full-time appointments. A flexible appointment is a voluntary commitment by a staff member to a specific schedule of work. Flexible appointments may be in one of the following forms:

Type 1: Full-time active employment for 9, 10, or 11 months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining months.

Type 2: 75-89% scheduled time active employment over the entire calendar year (30-35 hours per week) with a part-time equivalent salary.

As with any Administrative-Professional position, job demands may require work outside and in addition to those of the regularly scheduled flexible schedule.

Where a Type 1 flexible appointment includes a leave with benefits, the employee's position is held for his/her return at the end of the flex-leave, subject to the conditions specified on Page IV-9, Item C.

The objective of flex-year appointments is to achieve budget flexibility where departmental functions can be accomplished with 75% employment, through a combination of benefits and other incentives.

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Overtime pay may be granted according to the "Overtime for Administrative-Professional Employees" policy in the Manual of Personnel Policies and Procedures.

Departments identify positions for flexible appointments. Regular employees, and persons to be employed in those pre-identified positions, may agree to be placed in flexible appointments. Employees desiring flexible appointments, but whose positions are necessarily full-time may apply for transfers to flexible appointments, subject to relevant policies and negotiated agreements. When a department desires to change a position from full-time to a flexible appointment, and the incumbent does not volunteer for that status, reduction in force procedures may be initiated to achieve the reduction within the department. If a flexible appointment position is subsequently eliminated, reduction in force procedures will be initiated. Staff members with flexible appointments who later desire a change in appointment may apply for other positions as they become available.

GENERAL PROVISIONS:

A. Flexible Positions

1. The department administrator shall identify the positions appropriate for flexible appointments, and, if specific duties are to be eliminated, indicate in writing the duties of such positions which are to be eliminated. This designation must be approved by the Director of Personnel Administration, after receiving employee input.
2. Once a position is officially designated as flexible, only flexible appointments are acceptable.
3. A flexible position shall maintain that designation until the departmental administrator acts to designate it otherwise by submitting the appropriate form for the approval of the Director of Personnel Administration.

B. Flexible Appointments

1. A flexible appointment, either as an initial appointment, or as a change of appointment, may be granted only with the agreement of a prospective or current staff member. Without agreement, a current staff member may be subject to the Reduction in Force policy.
2. A flexible appointment must be arranged in advance with a staff member, and approved by the departmental administrator and the Director of Personnel Administration.
3. All flexible appointments will annually provide a minimum of 1,560 hours of scheduled work (subject to necessary reductions in force).
4. A flexible appointee's FTE salary is the amount that would be paid if an entire year was worked full time (e.g., \$1,000/month x 12 months = \$12,000). The base salary is the actual expected pay during the year. For example, if the FTE salary is \$12,000, base salary at 75% would be:  
Type 1: \$1,000 x 9 months = \$9,000  
Type 2: \$750 x 12 months = \$9,000
5. Flexible appointees are regular AP employees.
6. Leaves with benefits may be established for periods of one month or more, up to a maximum of three months (in increments of one month).
7. Leaves with benefits are only those that are prearranged as part of an approved flexible appointment.
8. No Unemployment Compensation is paid during a leave with benefits.
9. If the flexible appointment converts to a full-time status, the employee will receive an appropriate salary adjustment.
10. Persons volunteering for flex-leaves must sign the PAM form signifying the voluntary concurrence with their change in status. This action is subject to the review and approval of the Office of Personnel and Employee Relations.

2. Inasmuch as appointees on flex-leave have neither been laid off nor terminated but are on a mutually agreed upon leave of absence, they are ineligible for Unemployment Compensation. If Unemployment Compensation is sought by the employee, the leave with benefits is voided and the employee shall be placed on layoff status, without application of reduction in force provisions.

FRINGE BENEFITS:

A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

A. Insurance Benefits. Flexible appointees:

1. Receive the University contribution toward health insurance.
2. Have Long Term Disability, Dental and Expanded Life Coverage.<sup>3</sup>
3. May maintain group life and optional accident coverage. Prior to a flex-leave, advance deductions for applicable employee contributions for health, life and accident coverage are automatically taken to cover the flex-leave period. In the event that insufficient notice of flex-leave is received, Staff Benefits will bill employees for these amounts.

B. Educational Assistance is available, subject to all other eligibility requirements. However, Type I flexible appointees will be allowed to "bank" educational assistance for use during non-work flex-leave periods for up to five credits for each term of employment, up to a maximum of 20 credits per year. Banking educational assistance will only be available to employees on flex-leave. All other provisions of the educational assistance program must be satisfied. The application for banked educational assistance must identify the employee as a flex appointee on flex-leave.

C. Personal Leave Days will be credited on a proportionate basis. I.e.: 3/4 time service (either Type I or II Flex) will receive up to 18 hours in credits each year according to the Personal Leave Days schedule.

D. Full service credit is given toward retirement, staff benefits eligibility waiting periods, and vacation service months.

E. Paid leave accruals are proportionate, and are accrued as follows:

Type I: During active full-time service, the employee accrues leave as a full-time employee. During a flex-leave, paid leave does not accrue and may not be utilized (they are frozen subject to relevant policies).

Type II: During the entire calendar year, the employee accrues leave at a proportionate rate (unless additional leaves without pay are taken or the employee's status changes).

<sup>3</sup>subject to all current eligibility requirements. Staff members otherwise eligible for Long Term Disability continue their eligibility during the leave with benefits as well as active employment; however, benefit payments do not commence during the leave with benefits. The base salary for the period of active employment prior to the flex-leave is used for the determination of benefits.



F. University Contribution to TIAA-CREF and Social Security.<sup>4</sup>

Type 1: During active full-time service, the employee receives University contributions based on his/her full-time salary. No University contributions are made while the employee is on a leave with benefits.

Type 2: The employee receives the University contributions during the entire year based upon his/her part-time equivalent salary.

- G. All salary-related benefits (paid leave, Employee-Paid Life, TIAA-CREF, Long Term Disability, Expanded Life Insurance, Extended Disability, and longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time employees.

OTHER PROVISIONS:

A. Probationary Periods

Flex-leaves may begin during a probationary period; however, the time spent on the flex-leave will not count toward completion of the probationary period.

B. Other Employment

Staff members may work for other employers while on flex-leave.

C. Return to Active Employment

Staff members returning from a flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that the position no longer exists. Those affected by a reduction in force while on flex-leave are eligible for the provisions of the reduction in force policy. Affected staff members will be given written notice as soon as practicable, but no less than that stipulated in the reduction in force policy.

D. Salary Payments

Flexible appointees receive their base salary during their period of active service and no salary during flex-leave.

E. Hours Worked Records

Departments are responsible for maintaining records of hours worked for nonexempt employees with flexible appointments.

- F. A position, held by an employee, which is changed to a flexible appointment, and some of whose duties are thereby eliminated, shall not be downgraded or eliminated as a direct result of the flexible appointment.

- G. Disagreements in the interpretation or application of the flexible appointment policy shall be subject to the grievance procedure and immediately proceed to step three. If the grievance is arbitrated the expedited arbitration process shall be utilized.

- H. At the time of presentation of a voluntary flexible appointment form to any employee, the employee shall be advised in writing:

(a) If a Type 1 flexible appointment, the length of time of the unpaid leave, the time or times when said leave must be taken.

(b) If a Type 2 flexible appointment, the schedule each week which the employee shall be required to work.

In addition, each employee shall receive at least 10 working days' written notice of the proposed flexible appointment before being required to respond.

<sup>4</sup>Subject to all current eligibility requirements.

<sup>5</sup>An affected employee may consult with a representative of the IGU-APA prior to making a voluntary election.

## PERFORMANCE EVALUATIONS

Since the initial performance evaluation is critical to the employee and supervisor, the following guidelines shall be followed during the probationary period:

1. At the outset of the evaluation period, employees shall receive a thorough orientation to the department and their job duties. Employees shall be told who their supervisor is and to whom questions about the job should be directed.
2. It is recommended that employees shall receive performance evaluations prior to the completion of their probationary period and on an annual basis thereafter.
3. At the midpoint of the evaluation period a meeting shall be held between the immediate supervisor and the employee, during which the employee's performance shall be thoroughly discussed. The employee's strengths and deficiencies shall be addressed, and specific comments made on what the employee can do to improve his/her performance. Written notes shall be kept on this meeting to assist in subsequent evaluations.
4. Approximately ONE WEEK prior to the end of the evaluation period, the supervisor shall conduct a final review of the employee's performance. Overall performance of job duties shall be considered, as well as the employee's progress toward the performance objectives established at the midpoint performance review. Based on these considerations, a determination shall be made as to whether the probationary period was successful or should be terminated. A meeting shall be held with the employee to discuss this decision, and where appropriate, to make further constructive recommendations for improved performance. Written notes of this meeting shall be maintained.
5. While it is apparent that the performance evaluation is an ongoing activity with learning and feedback occurring regularly, adherence to the guidelines described above should enhance the communication process and assure that comprehensive performance reviews are made.

#### DECLINATION

A "declination" is defined as the movement of an employee to a grade level with a lower Automatic Progression Level (APL). An AP whose position is downgraded will receive no reduction in pay if his/her current pay rate is at or below the APL for the lower classification. If his/her current pay rate is higher than the APL for the lower classification, his/her pay will be reduced by 5% if the grade level is lowered by one grade, and 10% if the grade level is lowered by two or more grades. Exceptions by the employer can be made to this policy when deemed appropriate. The intent of this policy is to minimize salary decreases for APs who are demoted.

#### PROMOTION

A "promotion" is defined as the movement of an employee to a higher numbered grade level. An AP employee promoted one (1) grade level shall receive a minimum salary increase of five (5) percent or placed at the hiring rate of the new level--whichever is greater. An AP employee promoted two (2) or more grade levels shall receive a minimum salary increase of ten (10) percent or placed at the hiring rate of the new level--whichever is greater.

The intent of this policy is to establish minimum salary increases to AP employees who are promoted to a higher grade level. Employers are not prohibited from giving AP employees salary increases that exceed these minimums.