

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**WILLOW RUN BOARD OF EDUCATION**

**AND**

**WILLOW RUN MANAGEMENT SUPPORT UNIT**

**M.E.A./N.E.A.**

**2008-2010**

**WILLOW RUN MANAGEMENT SUPPORT UNIT  
MEA/NEA**

**TABLE OF CONTENTS**

|   |    |
|---|----|
| Article 1: RECOGNITION.....                                       | 3  |
| Article 2: LOCAL UNIT RIGHTS.....                                 | 4  |
| Article 3: CLERICAL EMPLOYEES' RIGHTS.....                        | 6  |
| Article 4: BOARD RIGHTS AND RESPONSIBILITIES.....                 | 7  |
| Article 5: SENIORITY.....   | 8  |
| Article 6: LAYOFF AND RECALL.....                                 | 9  |
| Article 7: DISCIPLINARY PROCEDURES.....                           | 11 |
| Article 8: GRIEVANCE PROCEDURE.....                               | 12 |
| Article 9: CLERICAL WORKDAY AND SCHEDULE.....                     | 16 |
| Article 10: UNPAID LEAVES OF ABSENCE.....                         | 17 |
| Article 11: SICK LEAVE AND PERSONAL BUSINESS.....                 | 20 |
| Article 12: NO STRIKE CLAUSE.....                                 | 22 |
| Article 13: STAFF DEVELOPMENT.....                                | 23 |
| Article 14: HIRING, PROMOTIONS, JOB POSTING, AND TRANSFERS.....   | 24 |
| Article 15: COMPENSATION.....                                     | 26 |
| Article 16: EVALUATIONS.....                                      | 28 |
| Article 17: PROBATIONARY, SUBSTITUTE, AND TEMPORAY EMPLOYEES..... | 30 |
| Article 18: INVOLUNTARY TRANSFERS.....                            | 32 |
| Article 19: NEGOTIATIONS PROCEDURE.....                           | 33 |
| Article 20: INSURANCE BENEFITS.....                               | 34 |
| Article 21: DURATION OF AGREEMENT.....                            | 35 |
| Appendix A: SALARY SCHEDULE.....                                  | 37 |
| Appendix B: PERFORMANCE EVALUATION FORM.....                      | 38 |
| SIGNATURES.....   | 41 |

## **Article 1: RECOGNITION**

- 1.1000 The Board of Education hereby recognizes the Willow Run Management Support Unit/MEA – NEA as the executive bargaining representative as defined in Section II of Act 336; Public Acts of 1947, as amended, for all regularly employed clerical employees under contract of employment and/or on Board approved leave including Head Management Support, Assistant Management Support, and Head Clerical.
- 1.2000 Within the classifications are the following positions as agreed to:
  - 1.2100 Head Management Support includes secretaries to the building principals, the secretary to the Director of Special Education, and the secretary to the Director of Technology and Community Services.
  - 1.2200 Assistant Management Support includes secretaries to the Supervisors, secretaries to assistant principals, adult education secretary, counseling secretary, and the secretary to alternative education.
  - 1.2300 Head Clerical includes attendance clerks, human resources clerk, and library clerks.
- 1.3000 The terms and conditions of this Agreement, unless clearly and expressly stated otherwise, shall apply specifically to that group of employees of the Willow Run Community School District who are represented by the WRMSU/MEA – NEA.
- 1.4000 The term “clerical” as used in this contract shall refer only to employees of the Willow Run Community School District who are represented by the WRMSU/MEA – NEA.
- 1.5000 The term “Board” shall include its officers and agents.
- 1.6000 The Board agrees not to negotiate with any clerical organization other than that designated herein as the representative pursuant to Act 336, PA of 1947 for the duration of this Agreement.
- 1.7000 Excluded are the following: supervisors, the secretary for the office of human resources, head bookkeeper, assistant bookkeepers, superintendent’s secretary, the secretary for the office of academic services, the secretary for the office of business services, and all other employees represented by another bargaining agent.

## **Article 2: LOCAL UNIT RIGHTS**

- 2.1000 The grievance Chairperson and/or the President/Vice President of the Unit may leave his/her job during normal working hours, without loss of time or pay, to investigate and present grievances and, in the case of the President, to conduct any other Unit business as is deemed necessary by that person, upon having received permission from his/her supervisor or the Director of Human Resources to do so. Alleged abuses by either party of this provision may be considered as proper subject for a special conference.
- 2.2000 The Unit shall be permitted to use school building facilities at any reasonable hours for Unit meetings, except during regularly scheduled class hours, upon application to and approval of the appropriate building administrator. The members of the Unit shall have the right to use school equipment, except for office machines reserved for personal use of the office staff, for official Unit business provided such use does not interfere with school operation of equipment. The Unit will pay for the actual cost of materials incident to such use. The Unit may also use the District's employee mailboxes for communications to its bargaining unit members.
- 2.3000 The Board agrees to make available to the Unit, in response to reasonable requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; treasurer's reports, census and membership data; names and addresses of all employees; salaries paid thereto; and such other information as will assist the Unit in developing intelligent, accurate and informed and constructive programs on behalf of the employees.
- 2.4000 Any employee who is not a member of the Unit in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Unit an amount equivalent to the dues uniformly required to be paid by members of the Unit – including local, state, and national dues; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein. In the event that an employee shall not pay such service fee directly to the Unit or authorize payment through payroll deduction, as provided in this Agreement, the Employer shall, at the request of the Unit, terminate the employment of such employee. The parties expressly recognize that the failure on the part of any employee to comply with the provisions of this Article, is just and reasonable cause for discharge. The procedure in all cases of discharge for violation of this Section (2.4000) shall be as follows:
- 2.4100 The Unit shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, shall provide ten (10) days for compliance, and shall further advise the employee that a request for discharge may be filed with the Employer in the event compliance is not effected.
- 2.4200 If the employee fails to comply, the Unit may file charges, in writing, with the Employer and shall request termination of the employee's employment.

- 2.4300 The Employer, upon receipt of said charges and request for termination, shall immediately notify said employee that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
- 2.5000 The Unit will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental costs of prosecution or defense or any liability resulting from prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing Section 1.4000 of this Article.
- 2.6000 At the time of his or her initial employment each employee shall be provided with a copy of the existing Collective Bargaining Agreement.
- 2.7000 Upon written authorization from the employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contribution to NEA PAC, MEA PAC, annuities, credit union, savings bonds, charitable donations or any other plans or Programs jointly approved by the Unit and the Employer.
- 2.8000 The authorized deduction of dues and service fees shall be made from a regular paycheck each month, September through June. The Employer agrees to promptly remit to the Unit all monies so deducted.
- 2.9000 Duly authorized representatives of the State and National levels of the Unit shall be permitted to transact official business pertaining to the local on school property provided that this shall not interfere with nor interrupt normal school operations.

### **Article 3: CLERICAL EMPLOYEES' RIGHTS**

- 3.1000 The provisions of this agreement and the wages, hours and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- 3.2000 The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board so long as it does not interfere with the job performance.
- 3.3000 Each member of the Unit shall have the right to review, in the presence of an Administrator, the contents of his/her own personnel file and will be given a copy of any material to be placed therein at the cost for reproduction with the exception of any confidential credentials or references from colleges or placement centers.
- 3.4000 Each bargaining unit member shall be provided with a copy of a job description that specifies as fully as possible the duties involved in his/her position.
  - 3.4100 Should the bargaining unit member be assigned to a new position, or if there is a change in the position as initiated by the Office of Human Resources, a revised job description will be provided in writing within ten (10) workdays prior to the effective date of the change or a new job description will be written within ten (10) workdays prior to the effective time of the date the change is to be made..
  - 3.4200 When new clerical positions are created, or when current job descriptions are revised, the Unit and Administration will meet to discuss and develop the new or revised job descriptions.
- 3.5000 The employee shall be entitled to meet and discuss his/her schedule and/or working conditions with the following personnel being present: supervisor, building administrator and/or Director of Human Resources. The employee may request that the Unit President or a member of the Unit's Board of Directors as designated by the President be present.

#### **Article 4: BOARD RIGHTS AND RESPONSIBILITIES**

The Board retains the authority and responsibility to manage and direct on behalf of the public all the operations and activities of the school district, except as specifically limited by this Agreement.

## **Article 5: SENIORITY**

- 5.1000 Seniority shall be defined for the purposed of this Agreement, as the length of an employee's service with the district as a member of the bargaining unit. All employees who were members of the former representing union and are currently members of this bargaining unit shall retain their existing seniority.
- 5.2000 Seniority for newly hired employees shall begin after the probationary period as specified in Article 16 and accumulate from the first day of service and shall continue until the last day of paid employment with the district.
- 5.3000 An up-to-date seniority list shall be maintained by the employer. A copy of the seniority list shall be furnished to the President of the Unit by October 15 of each year.
- 5.4000 PLACEMENT ON SENIORITY LIST
- 5.4100 For persons hired by the school district who have the same date of hire, the following method for determining the order of placement on the seniority list shall be applicable:
- 5.4110 Affected employees will be placed on the seniority list in an order to be determined by the last tow (2) digits of their social security number.
- 5.4120 The employee having the highest two (2)-digit number shall be placed on the seniority list first. The employee having the next highest two (2)-digit number shall be placed on the seniority list next and so on. For example:
- Three (3) new employees (X, Y, and Z) are hired on September 10, 1986.
  - X has a social security number of 382-48-6511.
  - Y has a social security number of 383-46-6231.
  - Z has a social security number of 380-41-5927.
  - Y would be placed first on the seniority list.
  - Z would be placed second on the seniority list.
  - X would be placed third on the seniority list.
- Only the last two (2) digits of the employee's social security number would be published.
- 5.4130 Each employee placed in this manner would maintain this placement on the seniority list unless some circumstances arose pursuant to the Collective Bargaining Agreement that would change his/her placement.



## **Article 6: LAYOFF AND RECALL**

- 6.1000 In the event of a layoff the Board shall, as soon as possible, after the number of bargaining unit members to be laid off has been determined, provide the officers of the Unit with a written list of those bargaining unit employees to be affected, for their review. A meeting will be scheduled at a mutually agreeable time and place to discuss such layoff.
- 6.2000 Affected employees will be given no less than thirty (30) calendar days written notice prior to the Board's intent to layoff.
- 6.3000 When there is to be a decrease in the work force due to reduction in personnel, the following will occur:
  - 6.3100 Employees in the bargaining unit will be laid off and recalled in the following order:
    - 6.3110 Probationary employees within the affected unit will be laid off first on a district-wide basis, providing the remaining seniority employees in the unit can perform the available work.
    - 6.3120 Seniority employees in the affected unit will be laid off on a district-wide basis according to the date of hire and seniority within the unit, provided the remaining employees in the unit can perform the available work. Laid off employees will be recalled in reverse order.
    - 6.3130 The Board will give thirty (30) calendar days written notice of layoff to any bargaining unit member affected except when circumstances limit advance knowledge to less than thirty (30) days, in which event notice will be given as early as possible.
  - 6.3200 When an employee is removed from a position as a result of reduction in personnel, s/he shall automatically be considered, upon his/her written request, for any available positions existing in other clerical classifications for which s/he is qualified to perform those duties, said positions to be determined by the employer.
  - 6.3300 Employees will be recalled as provided in this Article. Notice of recall, via certified mail, shall be sent to the employee at his/her last known address. If an employee fails to report for work within ten (10) days from date of mailing of the notice of recall, unless the employer grants an extension in writing, he/she shall be considered a voluntary quit.
  - 6.3400 Employees recalled to work following layoff within the period set forth in Section 6.3300 of this Article shall be credited with any unused sick leave earned and accumulated (if applicable) as of the time of the layoff.
  - 6.3500 Bargaining unit employees recalled to full time work for which they are qualified shall be obligated to accept said work. Failure to do so will be considered a voluntary quit. However, if the position that the employee is being recalled to is not comparable, in terms of hours, to what the employee had before he/she was laid off, he/she shall not be obligated to accept the position. Refusal of a position that is not comparable will not jeopardize an employee's position on the recall list, nor his/her rights to recall.

- 6.3600 If a bargaining unit employee is recalled to a different position from which s/he was laid off, the employee's immediate Supervisor and/or Director and the member will work together in identifying critical skills needed for successful performance in the new position. The Supervisor and/or Director may recommend various workshops, conferences, etc. which would be of aid to the secretary in the development of such critical skills as identified. If it is jointly determined that any staff development activities are required to develop the identified skills, the Board will pay the entire cost of the staff development activities.
- 6.3700 Right of recall shall be limited to the member's seniority within the unit, not to exceed five (5) years.

## **Article 7: DISCIPLINARY PROCEDURES**

- 7.1000 Dismissal and/or any other disciplinary action with respect to bargaining unit members shall only be for reasonable and just cause with employees having the right to defend themselves against all charges.
- 7.2000 Progressive discipline will be followed except in cases that warrant immediate dismissal/suspension (acts of a serious nature; i.e., violation of state licensing policy, sexual harassment, etc.). Management reserves the right to determine the appropriate step to impose as discipline.
- 7.3000 The following steps shall be considered as progressive discipline:
  - 7.3100 Verbal warning (no copy in personnel file).
  - 7.3200 Written warning that is added to personnel file.
  - 7.3300 Letter of Reprimand that is added to personnel file. The employee will have the opportunity to respond in writing to the reprimand.
  - 7.3400 Suspension without pay from the Director of Human Resources or the Superintendent, notice of which is placed in personnel file.
  - 7.3500 Dismissal.
- 7.4000 An employee may be disciplined pending an investigation. The employee shall have the right to appeal such action under the grievance procedure by instituting the grievance at the proper step.
- 7.5000 Management shall notify the employee of the action and the reasons for such action in writing. The bargaining unit president will be notified that a disciplinary action has taken place.
- 7.6000 The disciplined employee shall have a review and discussion meeting with the appropriate administrator and the bargaining unit president or his/her designee to review and discuss the discipline.
- 7.7000 If the dismissal, suspension, or disciplinary action is found to be unjustified, an employee shall be reinstated with full back pay and material related thereto expunged from his/her personnel file.
- 7.8000 Any material related to any investigation of a bargaining unit member conducted by the Administration shall be expunged immediately following the conclusion of the investigation if it is found that there was no merit to the charges which precipitated the outset of the investigation. Further, there shall be no mention in the member's personnel file that such an investigation was conducted in the event that there was no merit to the investigation.

## **Article 8: GRIEVANCE PROCEDURE**

- 8.1000 A claim by an employee, group of employees, or the Clerical Unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement shall be deemed a grievance under this Article and will be subject to the grievance procedure hereinafter provided.
- 8.2000 The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be altered or extended only by mutual consent of the parties in writing. In the event that the Unit fails to appeal a grievance or grievance answer within the particular 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 to supply the Unit with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal to the next step with the time limit for exercising said appeal commencing with the expiration date of the employer's grace period for answering.
- 8.3000 All specified time limits herein shall consist only of workdays within that group classification except that grievances filed by school year (10-month) employees will continue to be moved through the grievance procedure during the summer months.
- 8.4000 Each grievance must be initiated within five (5) working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Unit had knowledge of said occurrence at the time of its happening, then within five (5) days after the Unit or the aggrieved becomes aware of the cause for complaint. A Unit representative may be present at any step of the grievance procedure. The parties may mutually agree to allow the grievance to be instituted at a higher step than normal.
- 8.5000 Any employee having a grievance under the terms of this Agreement has an obligation to notify his/her immediate supervisor of the problem and he/she will also notify his/her representative.

### 8.6000 STEPS OF THE GRIEVANCE PROCEDURE

#### 8.6100 STEP 1

- 8.6110 Should a dispute arise, the employee involved and the grievance chair representative (hereinafter termed representative) shall meet with the principal or supervisor under whose authority such dispute arose in an effort to settle the dispute. This meeting is to take place as soon as possible but in no case later than five (5) working days.

#### 8.6200 STEP 2

- 8.6210 If the dispute is not settled in the meeting at Step 1, the representative shall, within three (3) working days, cause to have the dispute reduced to writing in the form of a grievance, using the approved grievance form, which shall be presented to the employee's principal or immediate supervisor by the representative. Written grievances as required herein shall contain the following:

- 8.6211 It shall be signed by the grievant or grievants and the representative. If the grievance is filed by the Unit, it shall be signed by the President or his/her designee.
- 8.6212 It shall state the specific Section or Subsection of the contract alleged to be violated.
- 8.6213 It shall state the action of the employer giving rise to the alleged violation to the best of the employee's knowledge.
- 8.6214 It shall contain the date of the alleged violation to the best of the aggrieved employee's knowledge.
- 8.6215 It shall specify the relief requested.
- 8.6220 The principal/supervisor shall, within five (5) working days from the date and the time of receiving such written grievance, issue in writing to the representative and grievant his/her answer and decision of the grievance filed.

8.6300 STEP 3

- 8.6310 If the grievance is not settled at Step 2, the representative shall cause to have forwarded, within three (3) working days, such grievance to the Director of Human Resources. The Director shall, within five (5) working days arrange for a meeting with the representative and the employee involved, in an effort to settle the grievance.
- 8.6320 The Director of Human Resources shall render a written answer on the subject to the representative within five (5) days after the occurrence of the Step 3 meeting.

8.6400 STEP 4

- 8.6410 If the grievance is not settled at Step 3, the representative shall cause to have forwarded, within three (3) working days, such grievance in writing to the Office of the Superintendent of Schools. The Superintendent or his/her designated representative shall, within then (10) working days, arrange for a meeting with the representative employee in an effort to settle the grievance.
- 8.6420 The Superintendent or his/her designated representative shall render a written answer on the grievance to the representative and employee within ten (10) working days after the occurrence of the Step 4 meeting.

8.6500 STEP 5

- 8.6510 If the grievant and/or the Unit is not satisfied with the disposition of the grievance by the Superintendent or his/her designated representative, or if no disposition has been made within ten (10) working days, after the occurrence of the Step 4 meeting, the grievant, with the concurrence of the Unit, may request

a mediator selected from the Michigan Employment Relations Commission (MERC) to hear the grievance. The cost of mediation will be borne equally by the parties. The parties will meet within ten (10) days to select a mediator and agree on dates for mediation. Mediators will be required to submit a written summary of the proceedings of mediation and identify agreements made by the parties involved in mediation. A copy of the mediator's written summary shall be furnished to the grievance, the Unit, and the Board of Education. Mediation proceedings, records, and recommendations may not be introduced, or referred to by any party, should the grievance proceed to arbitration or in any subsequent grievance or arbitration. If no agreement regarding the mediator or the mediation process can be reached within the ten (10) day period, the grievance will move to Step 6 if requested by the grievant and/or the unit within five (5) days.

8.6600 STEP 6

8.6610 In the event the Unit is not satisfied with the disposition of the grievance at step 5, it shall within ten (10) working days after the decision is reached by the Superintendent or five (5) working days after the decision in Step 5, notify the employer in writing through the Superintendent, of its intent to arbitrate. Failure to so notify within said period shall be deemed an abandonment of the grievance. Within twenty (20) working days after the above notification, the Unit must file its appeal with the American Arbitration Association. Failure to file within the twenty (20) working day period shall be deemed an abandonment of the grievance.

8.6620 The arbitrator so selected will confer with the parties, hold hearings promptly, and will issue his/her decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Powers of the arbitrator are subject to the following:

8.6621 The arbitrator shall have no power to alter, modify add to, or subtract from the provisions of this Agreement.

8.6622 His/Her authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated and subject to, in all cases, the rights, responsibilities and authority of the Board under the Michigan General School laws and any other National, State, County, District or Local Laws unless such rights have been specifically altered by this contract.

8.6623 He/She shall have no power to establish salary scales or to change any salary rate.

8.6624 He/She shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to reasonableness of any such practice, policy, or rule or any action taken by the Board unless specifically altered by the express terms of this Agreement.

- 8.6625 He/She shall have no power to interpret State or Federal Law.
- 8.6626 If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator may hear the entire case but must specifically rule as to the arbitrability of the grievance in his/her formal opinion and shall not be able to act on the merits of the case if the issue is not arbitrable under this contract. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 8.6627 Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 8.6628 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- 8.6630 The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall, subject to judicial review, be final and binding on both parties.
- 8.6640 The arbitrator's fee and expense shall be divided equally between both parties. Each party shall bear its own expenses in connection with any other costs.

## **Article 9: CLERICAL WORKDAY AND SCHEDULE**

- 9.1000 Clerical Employees are to be at their worksites at the start of their designated time as set forth for that position and are to remain at their worksites until the end of the designated time as set forth for that position unless arrangements have been made to alter said times. Said times will be set by the building administrator and may be changed should circumstances warrant it.
- 9.2000 Any hours worked over the prescribed hours under the Fair Labor Standards Act shall be compensated as overtime hours, and the bargaining unit member so affected will be paid at one and one half times her/his hourly rate or receive compensation time at one and one half times the overtime hours worked.
- 9.2100 All overtime worked must have the prior approval of the employee's supervisor.
- 9.2200 The administration retains the right to determine whether overtime pay or compensation time will be received.
- 9.2300 If compensation time is received, it must be taken on or before June 30<sup>th</sup> of the year in which it was earned for the clerical scheduled work year, which shall fulfill the "reasonable period" requirement of the Fair Labor Standards Act.
- 9.3000 Clerical employees reporting an absence must call the attendance reporting number provided by the administration at least one (1) hour prior to their designated reporting time except in emergency situations.
- 9.4000 In the event school is cancelled and teaching personnel are notified not to report due to inclement weather, all regular employees shall be compensated for such inclement weather at their normal rate of pay.



## **Article 10: UNPAID LEAVES OF ABSENCE**

- 10.1000 An employee may be granted a leave of absence without pay upon written application to the Director of Human Resources and approval by the Board of Education. An application form will be provided by the employer upon request.
- 10.2000 In non-emergency situations, requests shall be made to the Office of Human Resources at least twenty (20) working days in advance of the effective date of the leave. Unpaid leaves may be granted by the Board for the following reasons:
  - 10.2100 Illness or injury – personal or members of the immediate family when sick leave is used up.
  - 10.2200 Maternity/Child care.
  - 10.2300 Military Service.
  - 10.2400 Union Leave for elected State or National Union positions.
  - 10.2500 Educational Leave.
- 10.3000 The maximum leave of absence granted shall not exceed twelve (12) calendar months except for Union leave that may be approved for up to two (2) years with the option to request renewal for an additional two (2) years.
- 10.4000 When all Personal Business leave time has been exhausted, the following unpaid leaves may be approved by the Director of Human Resources upon written application with appropriate documentation in the case of court appearance at least ten (10) working days in advance of the effective date of the leave.
  - 10.4100 Settlement of an estate.
  - 10.4200 Wedding (involving the employee).
  - 10.4300 Required court appearance.
  - 10.4400 Union conference/seminars.
- 10.5000 TIME LIMIT FOR RETURN TO WORK AFTER TAKING LEAVE OF ABSENCE
  - 10.5100 An employee returns to work under the following conditions:
    - 10.5110 Illness including pregnancy related disabilities: the following day after physician has certified that the employee is able to work.
    - 10.5120 Maternity/Child care (non-medical): the first day following the termination of the approved leave of absence.
    - 10.5130 Military: sixty (60) calendar days after discharge.

10.5140 Union Leave: two (2) weeks after the last day of service.

10.5150 Educational Leave: seven (7) calendar days after the end of the semester.

10.6000 The Board shall have the right to request a physical/mental examination by a physician of the Board's choosing before the bargaining unit member returns to work. If the Board requests the physical/mental examination, the Board agrees to pay the full cost of such an examination.

#### 10.7000 JOB SECURITY DURING LEAVE OF ABSENCE

10.7100 Upon termination of Military Service for any employee who enters into active service in the armed forces of the United States, the Willow Run School Board agrees to abide by the reemployment rights as provided in the Selective Service Act as it now is in effect or may be amended.

10.7110 Time spent on military leave shall count toward seniority upon return to the job.

10.7200 An employee who is unable to work because of personal illness or injury including pregnancy related disabilities and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or injury, up to one year, and the leave may be renewed each year upon written request of the employee. Failure to request renewal of the above leave prior to its termination shall be deemed a resignation by the employee.

10.7300 When a full-time employee returns to duty within t one (1) year from an extended illness. And if no position in his/her classification is open for such returning employee, the least senior employee in this classification shall be put into the lay-off procedure.

10.7400 The Board of Education agrees to pay an employee, who is called upon to perform jury duty, the difference between what he/she receives as a juror and his/her wages from the school system.

10.7500 Employees who are in some branch of the Armed Forces of the National Guard shall be paid the difference between their reserve pay and their regular pay with the School Board for a maximum of two (2) weeks per year, provided proof of service and pay is submitted.

10.8000 SENIORITY WHILE ON EXTENDED UNPAID LEAVE

- 10.8100 A ten (10) day grace period will be provided beginning with the date sick days are exhausted before the employee's seniority date will be adjusted to reflect the absence. The adjustment will occur beginning the eleventh (11<sup>th</sup>) consecutive day and reflect the total period of unpaid leave from that date forward. Bargaining unit members returning from an unpaid leave shall retain the seniority and benefits accrued prior to the date they began their unpaid leave. Individuals on an approved worker's compensation leave shall continue to accrue seniority for the duration of his/her illness or injury up to one (1) year.
- 10.8200 If a bargaining unit member has prior knowledge of an impending medical leave, it is expected that medical verification will be submitted to his/her immediate supervisor in a timely fashion, with application for an unpaid leave processed as described in Section 9.1000 of this Article.

## **Article 11: SICK LEAVE AND PERSONAL BUSINESS**

- 11.1000 Upon completion of the probation period of employment, an employee absent from work due to illness or injury, not compensated by Worker's Compensation, shall be paid his/her normal daily wages for each day of sick leave not to exceed the number of sick days accumulated.
- 11.1100 Employee's qualifying for sick leave who are absent from work as a result of an injury which is compensated by the Worker's Compensation Act shall have the option to receive the difference between his/her daily wages and the compensation payments, if such is less, up to the extent of the employee's number of days accumulated sick leave.
- 11.1200 An employee who is absent prior to accruing the necessary sick days shall not be paid for such absences; and further, shall not be reimbursed at a future date when additional sick leave days are earned and credited to his/her account.
- 11.2000 An annual allowance of twelve (12) sick leave days to be used for absences caused by illness or injury of the bargaining unit member will be permitted. These days will be allocated at six (6) days at the beginning of the first semester and six (6) days at the beginning of the second semester of each school year. Calendar year employees, the days will be allocated at six (6) days on July 1 and six (6) days on January 1 of each calendar year.
- 11.3000 While it will not be necessary for the School District to require a medical verification for all absences of one (1) to three (3) days in order for a bargaining unit member to be eligible for sick leave pay, the School District reserves the right to require medical verification whenever an employee's record indicates probable abuse of the sick leave policy, to determine whether the member is able to return to work, or to determine the physical fitness of the member for continued service with the district.
- 11.4000 An unlimited number of unused sick leave days will be allowed to accumulate.
- 11.4100 A clerical employee upon resignation, retirement or death shall receive the sum of: (a) \$75 per each of the first fifty (50) days of accumulated sick leave; and (b) \$15 per each day of accumulated sick leave beyond the first fifty (50) days.
- 11.4200 A bargaining unit member who does not use any sick leave for at least one (1) full semester shall be paid a \$150 lump sum at the end of each semester during which he/she has exhibited a perfect attendance record. A bargaining unit member who only uses one (1) sick leave day for at least one (1) full semester shall be paid a \$100.00 lump sum at the end of each semester during which she/he has exhibited only a one day use of a sick leave day.
- 11.5000 Emergency family leave shall fall under the regulation of the Family and Medical Leave Act (FMLA) of 1993.
- 11.6000 Sick Leave accrual shall not apply in any of the following cases:
- 11.6100 Absence on leave without pay.

- 11.6200 Full-time employees while s/he is laid off.
- 11.7000 After completion of the probationary period, the employee will be credited with one (1) personal day for business that cannot be transacted outside working hours. After an employee has been employed by the district for one (1) year and every year thereafter, s/he may use three (3) days per year for personal business not to be deductible from accrued sick leave. Personal business days are to be used for business that cannot be transacted outside working hours, with one (1) additional day being approved in emergency situations. Personal business leave may be utilized for attendance at funerals up to a maximum of four (4) days if circumstances warrant. These personal business days shall not be granted immediately before or after holidays or vacations, except under emergency conditions, nor may they be used immediately prior to termination of employment.
- 11.7100 Satisfactory arrangements are to be made at least two (2) days in advance and approval from the supervisor or principal to be obtained, unless an emergency exists in which case the two (2) day period may be waived if a satisfactory explanation is received. In such case the supervisor must still be notified.
- 11.7200 Employees being granted permission to take a Personal Business Day shall be required to sign the proper form.
- 11.8000 Clerical employees reporting an absence must call the attendance reporting number provided by the administration at least one (1) hour prior to their designated reporting time except in emergency situations.
- 11.9000 In the event school is cancelled and teaching personnel are notified not to report due to inclement weather, all regular employees shall be compensated for such inclement weather days at their normal rate of pay.

## **Article 12: NO STRIKE CLAUSE**

- 12.1000 Unit agrees that no work stoppage will be condoned, authorized, or undertaken by its members within the life of this contract and that any bargaining unit member or members engaging in any concerted work stoppage authorized or unauthorized in the Willow Run School District will be subject to discipline up to and including discharge.
  
- 12.2000 The Unit further agrees that the officers of the Unit will take prompt affirmative action to try to prevent or stop wildcat strikes or work interferences of any kind.

## **Article 13: STAFF DEVELOPMENT**

- 13.1000 The Board will reimburse regular, non-probationary employees working twenty (20) hours or more per week the cost for tuition and books for college or vocational courses, up to seventy-five (\$75) a credit hour, when courses are deemed by the employee's immediate supervisor or the Director of Human Resources to be connected with their responsibilities and performance. Reimbursement shall be subject to the following terms and conditions:
- 13.1100 Only courses that are clearly deemed to be related to the employee's area of responsibility or other area within the bargaining unit and which are of a direct benefit to the school district shall be approved for reimbursement.
- 13.1200 No more than six (6) hours per fiscal year shall be approved for any one employee.
- 13.1300 The reimbursement will be in the form of a loan to the employee. The loan will be forgiven at the rate of thirty-three and one third percent ( $33\frac{1}{3}\%$ ) per year.
- 13.1400 If the employee terminates his/her employment with the school district before working three (3) years from the date of the loan, the amount outstanding shall become immediately due and payable. If an employee with ten or more years seniority leaves the employment of the district, however, due to health related reasons, the debt shall be forgiven.
- 13.1500 Reimbursement shall be made to the employee in two (2) increments. Fifty percent (50%) of the employee's approved expenses shall be paid to the employee upon proof of registration and the other fifty percent (50%) shall be paid upon proof of successful completion of the course(s) made to the Director of Human Resources.
- 13.1600 If the employee fails to receive credit for the course, any amount already reimbursed shall become immediately due and payable.
- 13.1700 In addition, an employee will not be eligible for that portion of tuition and books for which s/he is receiving reimbursement from any other government source, including scholarships.
- 13.2000 The Board will pay the registration cost of conferences, workshops, and in-service sessions and will reimburse the member for other costs incurred for the conference, workshop, or in-service sessions at which the employee was in attendance upon submission of receipts. Payment of such costs is contingent upon prior approval by the employee's immediate supervisor for conference attendance and conference expenses and with authorization from the Superintendent or his/her designee.

## **Article 14: HIRING, PROMOTIONS, JOB POSTING, AND TRANSFERS**

- 14.1000 A vacancy shall exist when a new classification is created, when the number of positions within the classification is increased, when an employee dies, resigns, is discharged, transferred or is granted a leave of absence exceeding ninety (90) days in duration, except if the leave is an illness or disability leave, then the position shall not become vacant until the employee has been on leave for on (1) year. The administration may, in its sole discretion, determine not to fill an occupied position resulting from any of the above situations, in which case, no vacancy exists.
- 14.2000 Notice of all vacancies shall be posted at the work sites and notice shall be sent to the President of the Unit. Job vacancies shall be posted for a period not to exceed ten (10) working days. If at the end of that time period no applicants have been found or none of the existing applicants are deemed to be acceptable through the interview process, the vacancy may be extended for or reposted another ten (10) working days.
- 14.3000 Whenever a vacancy involving a promotion occurs within the bargaining unit, current employees shall be given first consideration for the position subject to the criteria contained in Section 14.6000 of this Agreement. A promotion shall be defined as a position which would result in higher hourly rate of pay than that at which the applicant is presently being paid and/or a longer work year as a result of placement and/or more hours on a daily basis or weekly basis.
- 14.4000 Any changes in a current job description or any job description for a newly created position will be presented to the bargaining unit for review prior to being posted.
- 14.5000 TESTING
- 14.5100 A bargaining unit member may apply for a vacancy which exists under the provisions of 14.1000 which s/he currently occupies at another site. S/he shall not be required to submit to clerical testing in order to be considered for this position, as the move will be considered a lateral transfer.
- 14.5200 If a vacancy exists in a classification higher than one currently held by a bargaining unit member, the member may apply for the position. If the applicant has taken the clerical test(s) within five (5) years prior to applying for the vacant position and successfully passed the test, further testing shall not be necessary for that applicant to be considered for the vacant position.
- 14.5300 The Employer agrees that any test(s) used in determining qualifications for any bargaining unit position shall reasonably reflect the entry level skills and/or knowledge required for that position. Further, it is agreed that the results of such test(s) will not be the sole factor in determining an applicant's ability to perform the necessary job requirements.
- 14.5400 All new hires into the bargaining unit must take and pass the requisite test(s) before being hired in the district.



- 14.5500 A bargaining unit member may apply for a vacancy which exists under the provisions of 14.1000 which she or he currently occupies at another site. She/he shall not be required to submit to clerical testing in order to be considered for this position as the move shall be considered a lateral transfer.
- 14.5000 If an employee in a new position cannot perform his/her job in a satisfactory manner, the employer must notify the employee and the Unit in writing giving reasons for their action within ten (10) days. The employee shall be returned to his/her former position upon written notification that s/he did not qualify. If at any time within the first ten (10) days, the employee decides s/he does not wish to remain in this new position, s/he will have the option of returning to his/her former position upon written notification to the employer and the Unit.
- 14.6000 The Employer and the Unit shall meet to discuss and establish reasonable minimum requirements that shall be equally applied to each candidate for all positions including vacant positions. The senior employee applying for a promotion or a vacancy shall be given the position provided s/he is the most qualified applicant for the position.
- 14.7000 It is expressly acknowledged by the employer that work exclusive to the bargaining unit will be carried out by bargaining unit members except in emergency situations or on a temporary basis.

## Article 15: COMPENSATION

### 15.1000 PAY PROVISIONS

- 15.1100 Pay days are to be bi-weekly except when necessary to make payroll weekly to adjust to a new payroll schedule or to meet budgetary requirement.
- 15.1200 A memo explaining compensation of social security and retirement deductions shall be made available to all employees.
- 15.1300 All pay due employees in addition to regular and overtime pay shall be paid on separate checks (retroactive pay, vacation pay, etc.)
- 15.1400 All employees will have the option of selecting twenty-three (23) or twenty-six (26) pays. If summer pay is elected, an employee will have the option of spreading the pay over the summer months or receiving their pay in one lump sum at the end of June. Employees will be expected to submit their option prior to work in the fall.

### 15.2000 HOLIDAYS

- 15.2100 All regular school year (10-month) bargaining unit members will be entitled to the days off as outlined in Appendix C of this Agreement.
- 15.2200 All regular calendar year (12-month) bargaining unit members will be entitled to the following holidays with time off with pay:
- Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Friday after Thanksgiving
  - Day before Christmas
  - Christmas Day
  - Day after Christmas
  - Extra Christmas Holiday (scheduled by Employer)
  - Day before New Year's Day
  - Martin Luther King Day
  - Good Friday
  - Spring Recess Monday
  - Memorial Day
- 15.2300 If a holiday falls on an off day for a calendar year (12-month) employee, s/he shall receive either compensatory time off or one (1) day as holiday pay, at the option of the employer.

15.3000 All calendar year (12-month) employees shall be granted paid vacation on the basis of the following:

6 through 12 months            one week (5 days)

1 through 5 years                two weeks (10 days)

6 through 14 years              two weeks plus one additional day for each year over five (5) years

15 years and over                four (4) weeks (20 days)

15.3100     Ten (10) vacation days may be carried over if not used within the contract year.

15.4000 Salaries for all bargaining unit members are set forth in the negotiated salary schedule as found in Appendix A of this agreement.

## Article 16: EVALUATIONS

- 16.1000 The parties agree that the timely and objective evaluation of the work performance of bargaining unit members is a valuable and necessary activity for both Employer and bargaining unit members. Its purpose is to aid the bargaining unit member in maintaining and improving job performance.
- 16.2000 Performance evaluations must be discussed thoroughly with each bargaining unit member before they are included in the bargaining unit member's personnel file and shall bear the signature of the immediate supervisor and the bargaining unit member. The performance of each bargaining unit member shall be evaluated in writing in accordance with the provisions of this Article and shall be placed in the bargaining unit member's personnel file within two weeks after the completion of the meeting. A bargaining unit member's signature on her/his evaluation will not necessarily constitute her/his approval of its contents, but is merely an understanding that the evaluation has taken place. The bargaining unit member may offer comments about the evaluation which will be attached to the document.
- 16.3000 If during the evaluation process there are problems with the employee's work which could lead to discipline or when disciplinary action is taken by the administration which warrants a Letter of Reprimand or measure more severe, a meeting shall be held with the appropriate administrator, the employee, and the bargaining unit president or his/her designee to review and discuss the situation.
- 16.3100 After said meeting, if the parties deem it necessary, a plan of assistance shall be mutually developed and implemented, except that in the case of severe disciplinary action such a plan will be automatically developed. This plan shall include goals, expectations of the employee, and methods for improvement of weaknesses in the job performance which led to the negative evaluation or the discipline.
- 16.3200 There shall be an evaluation of the employee the next semester after the development of the plan of assistance for the purpose of evaluating the success in reaching the goals, expectations, and improvements, as outlined in the plan.
- 16.4000 Probationary employees shall be evaluated twice during the probationary period. The first shall be in the form of an informal evaluation which will contain a written summary of same. The second shall be a formal evaluation and shall take place on or immediately prior to the expiration of member's probationary period.
- 16.5000 Performance evaluations shall take place no less that every three (3) years after the first year of employment, except that all employees will be evaluated at the end of their first year of employment.

16.6000 EVALUATOR

16.6100 The evaluator shall be the immediate supervisor.

16.6200 It is understood that any other personnel who has supervisory duties and for whom the bargaining unit member may also work shall have input into the employee's evaluation as well.

16.6300 The name of the evaluator shall be provided to each member in writing upon notification of being hired or as otherwise necessary.

16.6400 Each member shall receive appropriate forms from the evaluator.

16.7000 The Performance Evaluation Form shall be developed by the Administration with input from the bargaining unit. The evaluation form is attached to this agreement as Appendix B.

## **Article 17: PROBATIONARY, SUBSTITUTE, AND TEMPORARY EMPLOYEES**

### **17.1000 PROBATIONARY EMPLOYEES**

- 17.1100 An employee is a “Probationary Employee” for the first ninety (90) working days of employment. If the employee is absent during his/her initial probationary period, management shall extend such probationary period by the number of working days that the employee has been absent.
- 17.1200 There shall be no seniority rights for layoff or recall for “Probationary Employees.” Upon completion of the probationary period, the bargaining unit member will acquire seniority from his/her date of hire.
- 17.1300 The Unit shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment. The probationary employee shall have the same rights as other bargaining unit members except as modified in this Article.
- 17.1400 Probationary employees will not be paid for holidays or scheduled break time while on probation. Compensation for holidays and scheduled break time will commence upon satisfactory completion of the probationary period.

### **17.2000 SUBSTITUTE EMPLOYEES**

- 17.2100 A substitute employee is an employee hired on a call-in basis to cover the work of a regular employee, when such employee does not report for duty or his/her shift, or when a regular employee is on proper leave (sick or otherwise) and cannot report for work or during the period of posting when a vacancy exists.
  - 17.2200 Substitutes working in the place of any regular bargaining unit member shall receive an amount not to exceed the beginning hourly rate for the position temporarily filled.
  - 17.2300 When substitute, summer positions occur, they will be offered first to school year (10-month) bargaining unit members prior to being filled by outside sources. It is expressly understood that the administration has the exclusive right to determine whether positions of this nature will be filled. Bargaining unit members must notify the administration prior to the end of the school year that they will be available to fill these positions. It is further understood that compensation for these positions will be at the current substitute rate as determined by the administration.
- 17.3000 A position shall be considered “temporary” when a vacancy in that position exists and until it is filled by a “probationary” employee following the provisions for hiring as outlined in Article 13 of this agreement. No positions will remain as a “temporary” position for a period longer than ninety (90) working days. The administration agrees to make every attempt to fill “temporary” positions as soon as possible.

17.4000 SUMMER EMPLOYMENT

- 17.4100 When bargaining unit work is available during the summer, those bargaining unit members regularly assigned that work shall be continued in the position. If there is additional work or if the bargaining unit member does not wish to work, bargaining unit members will be notified in writing of available work.
- 17.4200 If no bargaining unit member wishes to work, or is not qualified to fill the assignment, temporary help may be hired.
- 17.4300 In the event a school year (10-month) bargaining unit member is requested to work after his/her last assigned day or to begin work prior to the scheduled beginning of his/her work year in the position which s/he normally holds, that person will be compensated at his/her regular rate of pay for the extra work time.
- 17.4400 When new clerical positions are created for summer programs or when clerical positions other than those outlined in Section 17.2300 become available during the summer, the following procedure will be implemented in filling these positions:
  - 17.4410 The position will be posted.
  - 17.4420 Bargaining unit members will be given the opportunity to apply for the position.
  - 17.4430 The bargaining unit members will be given first consideration in filling the position provided s/he is qualified to carry out the duties of the position.
    - 17.4431 Administration will set the wages for these positions based on the budgetary allotments and/or constraints developed for the position.
    - 17.4432 Bargaining unit members must be available for the entire time the work is offered. If a bargaining unit member is absent from the position for more than two days, s/he will be replaced in this position by the administration.

## **Article 18: INVOLUNTARY TRANSFERS**

- 18.1000 An involuntary transfer shall occur when the employer reassigns a bargaining unit member from one job description to another job description. A change of duties within a job description shall not be construed as an involuntary transfer.
- 18.2000 The employer retains the right to temporarily involuntarily transfer bargaining unit members for a period not to exceed forty-five (45) working days. Such bargaining unit members shall be paid their current rate of pay or the rate of pay commensurate with the position into which they are being involuntarily transferred, whichever is the higher of the two.
- 18.3000 The employer retains the right to permanently involuntarily transfer bargaining unit members. The employer agrees that permanent involuntary transfers will be minimal and such transfers shall not be made until it is determined that no bargaining unit member seeks a voluntary transfer to the position. If more than one (1) person volunteers for such position, the selection will be based on the provisions set forth in Article 13 of this agreement.
- 18.4000 All involuntary transfers shall be made in inverse order of seniority, provided the less senior bargaining unit member is qualified.
- 18.5000 If a position in the same classification from which the bargaining unit member was involuntarily transferred should become available, that person would be the first to be considered to fill the new position before any new hires occurred.
- 18.6000 Management may transfer a bargaining unit member for just cause after reviewing the cause(s) with the Unit and subject to the prior taking by management of corrective measures such as counseling and conferring with the employee involved as well as other progressive disciplinary measures. Such transfers shall be made only after counseling, conferring with the employee and attempts at progressive discipline have proven to be unsuccessful. This type of transfer supersedes the remainder of the language in this Article.



## **Article 19: NEGOTIATIONS PROCEDURE**

- 19.1000 Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term, unless mutually agreed. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.
- 19.2000 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 19.3000 There shall be two (2) signed copies of the final agreement. One (1) copy shall be retained by the Employer and one (1) by the Unit. Copies of this Agreement shall be printed at the expense of the Employer as soon as the Agreement is signed and presented to all bargaining unit employees and proofread for final printing.
- 19.4000 The Employer agrees to furnish without cost to the Unit, in response to reasonable requests, all available information concerning its financial resources and expenditures.

## **Article 20: INSURANCE BENEFITS**

- 20.1000 The district will provide at no cost to the bargaining unit member \$30,000 of term life insurance on a twelve (12) month basis for all employees working twenty (20) or more hours per week and \$15,000 term life insurance for employees working 10 to 19 hours per week, also on a twelve (12) month basis. There is no waiting period for this benefit.
- 20.2000 The employer agrees to pay the cost of the full family health insurance premiums for all bargaining unit members working twenty (20) hours or more per week and electing health coverage for the duration of this agreement. All coverage is subject to the rules, limitations, regulations, and requirements of the insurance carrier. The insurance will be Blue Cross Network Plan 5 with Prescription Drug Coverage (\$10/20 retail) (\$20/\$40 with 90 day supply via mail order).
- 20.3000 Cash-in-lieu of health care coverage will be \$1200.00 per year, (retro to the date the new health care option is implemented or the date thereafter that employee chooses the Cash-in-lieu option).
- 20.4000 The district will provide, at no cost to the bargaining unit member, long term disability insurance, which will provide 70% of the employee's bi-weekly gross compensation, to a maximum of \$2,000. The LTD shall have a waiting period of 30 calendar days.
- 20.5000 Dental benefits will be provided by the Board determining the policy.
- 20.6000 Vision benefits will be provided by the Board determining the policy.
- 20.7000 Any Bargaining Unit member insured by the Board of coverage in excess of that for which s/he needs by reason of change in marital status and/or family status shall make proper amendments to his/her coverage through the Business Office within thirty (30) working days of the time that a change in status occurs or from the time of receiving notice of insurance coverage from the Board. The member shall fill out the proper form and submit it to the Business Office. Forms are available in the Business Office. Within thirty (30) days of the opening of each school year, the Board shall notify each member of the insurance coverage being provided by the school district for that member.
- 20.8000 Health care coverage shall take effect from the first day of employment.
- 20.9000 Dental care shall take effect upon the first day of the month following the month of hire.
- 20.10000 All coverage is subject to the rules, limitations, regulations, and requirements of the insurance carrier.

## **Article 21: DURATION OF AGREEMENT**

### **21.1000 TERMINATION CLAUSE**

21.1100 This contract shall be in full force from July 1, 2008 through June 30, 2010 and shall continue in full force and effect unless written notice of desire to cancel or terminate such contract is served by the School Board or the Willow Run Management Support Unit upon the other at least sixty (60) days prior to the date of expiration.

21.1200 It is further provided that where no such cancellation or termination notice is served and the School Board or the W.R.M.S.U. desire to continue such Work Policy, but also desire to negotiate changes or revisions in this contract, either may serve upon the other a notice at least sixty (60) days prior to June 30, 2010 or June 30 of any subsequent contract years advising that such contract is to be continued but that negotiations are requested to change specific terms and conditions of such agreement.

### **21.2000 RETROACTIVITY**

21.2100 Wages, insurance and annuity benefits shall be retroactive to the beginning of the duration of this agreement. Any monetary retroactivity shall be paid to the bargaining unit members in a lump sum check separate from their regular salary check.

### **21.3000 AMENDMENTS**

21.3100 No provisions of this agreement may be altered nor may any additions to this agreement be made without the mutual agreement of both parties.

Memorandum of Agreement  
between  
The Willow Run Community Schools  
and  
The Willow Run Management Support Unit-MEA/NEA

CHANGE IN WORK YEAR SCHEDULE FOR TRANSPORTATION CLERICAL  
SUPPORT/DISPATCHER AND ADMINISTRATIVE ASSISTANT TO THE  
DIRECTOR OF SPECIAL EDUCATION.

The Willow Run Community Schools Board of Education (hereafter known as the district) and the Willow Run Management Support Unit (hereafter known as the union) hereby enter into this Memorandum of Agreement regarding the positions of Transportation Clerical Support/Dispatcher and Administrative Assistant to the Director of Special Education.

1. The positions identified above shall move from ten month positions to twelve month positions at the start of the 2008 - 2009 school year for union bargaining unit members.
2. The positions will be paid on the twelve month salary schedule as presented in the Master Agreement as negotiated by the district and the union.

\_\_ Signed original on file \_\_\_\_\_  
Guy T. Sands  
UniServ Director - MEA

\_\_ Signed original on file \_\_\_\_\_  
Dr. Doris Hope-Jackson  
Superintendent  
Willow Run Community Schools

08-20-2008  
Date

08-21-08  
Date

INSERT APPENDIX A HERE

**Appendix B: PERFORMANCE EVALUATION FORM**

**General Performance Review (Clerical Appraisal)**

Name \_\_\_\_\_ Appraisal Period \_\_\_\_\_

Location \_\_\_\_\_ Assignment \_\_\_\_\_

Name of Evaluator \_\_\_\_\_

\_ Probationary Appraisal

\_ Post-probationary Appraisal

5=Excellent    4=Good    3=Fair    2=Poor    1=Unsatisfactory    NA=not applicable

**I. Job Performance**

|   |   |   |   |   |   |    |
|---|---|---|---|---|---|----|
| A. Organizing / Handling Office Routine     | 5 | 4 | 3 | 2 | 1 | NA |
| B. Handling Correspondence                  | 5 | 4 | 3 | 2 | 1 | NA |
| C. Handling Schedules / Assignments         | 5 | 4 | 3 | 2 | 1 | NA |
| D. Handling Telephone Conversations         | 5 | 4 | 3 | 2 | 1 | NA |
| E. Maintaining Files / Records              | 5 | 4 | 3 | 2 | 1 | NA |
| F. Preparing / Processing Records & Reports | 5 | 4 | 3 | 2 | 1 | NA |
| G. Using Technology                         | 5 | 4 | 3 | 2 | 1 | NA |
| H. Meeting Assignment Requirements          | 5 | 4 | 3 | 2 | 1 | NA |
| I. Interacting with the Public              | 5 | 4 | 3 | 2 | 1 | NA |
| J. Interacting with Staff                   | 5 | 4 | 3 | 2 | 1 | NA |
| K. Interacting with Students                | 5 | 4 | 3 | 2 | 1 | NA |
| L. Taking Initiative                        | 5 | 4 | 3 | 2 | 1 | NA |
| M. Attendance                               | 5 | 4 | 3 | 2 | 1 | NA |
| N. Punctuality                              | 5 | 4 | 3 | 2 | 1 | NA |
| O. Attention to Details / Accuracy          | 5 | 4 | 3 | 2 | 1 | NA |
| P. Composing Correspondence                 | 5 | 4 | 3 | 2 | 1 | NA |
| Q. Job Knowledge                            | 5 | 4 | 3 | 2 | 1 | NA |



**II. Goals for Improvement**

A. \_\_\_\_\_  
\_\_\_\_\_

B. \_\_\_\_\_  
\_\_\_\_\_

**III. Recommendation**

Recommended for Continued Employment

Recommended for Continued Probation until \_\_\_\_\_

Not Recommended for Continued Employment

Signature of Supervisor / Evaluator \_\_\_\_\_

I understand that my signature is not intended to indicate my agreement with the appraisal but indicates that I have read the appraisal. I recognize my right to discuss this appraisal with my evaluator and attach comments concerning this appraisal.

Signature of Employee \_\_\_\_\_



## SIGNATURES

W.R.M.S.U. / M. E. A.

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Chief Negotiator

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Negotiating Team Member

By \_\_\_\_\_  
Its Chief Negotiator

By \_\_\_\_\_  
Its Negotiating Team Member

By \_\_\_\_\_  
Its Negotiating Team Member

By \_\_\_\_\_  
Its Negotiating Team Member