

**MASTER AGREEMENT**  
**BETWEEN THE**  
**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**AND THE**  
**WALLED LAKE FOREMEN'S ASSOCIATION**

**2004 - 2007**

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This agreement entered into this 3rd day of February, 2005, by and between the Board of Education of the Walled Lake Consolidated School District, County of Oakland, Michigan, hereinafter called the "Board" and the Walled Lake Foremen's Association hereinafter called the "Association".

**WITNESSETH:** Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its personnel with respect to hours, wages, and terms and conditions of employment, in consideration of the following mutual covenants, it is hereby agreed as follows:

TABLE OF CONTENTS

|            |  |    |
|------------|--|----|
| ARTICLE 1  | RECOGNITION-----                         | 1  |
| ARTICLE 2  | BOARD RIGHTS -----                       | 2  |
| ARTICLE 3  | EMPLOYEE'S RIGHTS -----                  | 4  |
| ARTICLE 4  | PROBATION -----                          | 5  |
| ARTICLE 5  | COMPENSATION -----                       | 6  |
| ARTICLE 6  | OVERTIME -----                           | 9  |
| ARTICLE 7  | HOLIDAYS-----                            | 11 |
| ARTICLE 8  | VACATIONS -----                          | 12 |
| ARTICLE 9  | INSURANCE -----                          | 13 |
| ARTICLE 10 | SICK LEAVE -----                         | 16 |
| ARTICLE 11 | LEAVE OF ABSENCE -----                   | 18 |
| ARTICLE 12 | WORK SCHEDULE -----                      | 21 |
| ARTICLE 13 | MEDICAL EXAMINATION -----                | 22 |
| ARTICLE 14 | TRANSFERS AND PROMOTIONS -----           | 23 |
| ARTICLE 15 | RESIGNATIONS AND DISMISSALS -----        | 25 |
| ARTICLE 16 | SENIORITY -----                          | 26 |
| ARTICLE 17 | LAYOFFS-----                             | 27 |
| ARTICLE 18 | RETIREMENT -----                         | 28 |
| ARTICLE 19 | GRIEVANCE PROCEDURE-----                 | 29 |
| ARTICLE 20 | SERVICES TO THE FOREMEN'S ASSOCIATION -- | 31 |
| ARTICLE 21 | EVALUATION-----                          | 32 |
| ARTICLE 22 | CONTINUITY OF OPERATIONS-----            | 33 |
| ARTICLE 23 | SEPARABILITY AND SAVINGS CLAUSE -----    | 34 |
| ARTICLE 24 | DURATION OF AGREEMENT-----               | 35 |
| ARTICLE 24 | SENIORITY LIST -----                     | 36 |
| APPENDIX A | APPRAISAL OF EMPLOYEE PERFORMANCE -----  | 37 |

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all foremen and night foremen.
- B. The Board agrees not to negotiate with any foremen's organization other than the Association for the duration of the agreement.

## ARTICLE 2 - BOARD RIGHTS AND RESPONSIBILITIES

- A. It is expressly agreed that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the rights:
1. To manage, control and administer the school system, its equipment, properties, facilities and its operations and to direct the working forces and affairs of the School District.
  2. To continue with rights, policies and practices of assignment and direction of its personnel, to determine qualifications and the conditions for continued employment, determine the number of foremen and the scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
  3. To direct the working forces, including the right to hire, promote, suspend and discharge foremen, transfer foremen, assign work or duties to foremen including hours of work, working schedules and overtime work; determine the size of the work force and to layoff foremen, but not in conflict with the provisions of this Agreement.
  4. Determine the placement of operations, productions, service maintenance or distribution of work and source of materials, equipment and supplies.
  5. To require building, grounds and equipment maintenance, attendance at meetings during an employee's work schedule and other services in connection with the custodial program for the schools;
  6. To hire substitute foremen and assign them as necessary;
  7. To establish reasonable rules and regulations, maintain order and efficiency to all operation and establish standards of efficiency and competence;

ARTICLE 2 - BOARD RIGHTS AND RESPONSIBILITIES (Continued)

8. Determine the size of the management organization, its functions, authorities, amount of supervision and table of organizations, provided that the Board shall not abridge any rights of foremen specifically provided in this Agreement.
  9. It is understood and agreed between the parties that certain contractual concessions may be made in order to accommodate existing, current and recent state and federal legislation relating to, but not limited to: Civil Rights Acts, Americans with Disabilities Act, Family Medical Leave Act, Workers' Compensation, etc. In the event that the school district wishes to place or accommodate a disabled, injured, handicapped and/or other person that requires special consideration because of a physical, mental and/or emotional disability and/or need or any other eligible employee, the school board agrees to meet with the Walled Lake Foremen's Association prior to placing this individual in a position that may be contrary to the terms and conditions of this contract.
  10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
  11. Determine the policy affecting the selection, testing or training of employees provided that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, the United States or any other national, state, county, district or local regulations as they pertain to conducting the affairs of the Board.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement.

ARTICLE 3 - EMPLOYEES' RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discharge or deprive or coerce any foreman in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any foreman with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board.
  
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.

#### ARTICLE 4 - PROBATION

- A. New bargaining unit members will be placed on probation for sixty (60) calendar days during which time the Board shall have the sole right to discharge, discipline, transfer, demote, or lay off said employees for any reason, without regard to the provision of this Agreement, and no grievance shall arise there from. If at the end of this period his/her work has been satisfactory, he/she will receive a permanent assignment. Normally, a new employee will be placed on Step I of the salary schedule; however, a new employee may, within the sole discretion of the Board, be granted credit on the salary schedule for experience elsewhere provided this experience is related to the work that he/she would be doing for the Walled Lake Schools. His/her date of employment, extra pay for night work and his/her vacation pay will begin as of the first day of his/her probationary period provided he/she receives a permanent assignment.

Beginning in 1995-96, each full year non-probationary employee shall be credited with twelve (12) sick leave days at the beginning of each work year. Probationary employees who successfully complete their probationary period after the start of the work year shall be credited with a prorated number of sick days at the beginning of their non-probationary period.

- B. If at the end of sixty (60) calendar days his/her work performance or his/her attitude toward his/her job has been unsatisfactory, he/she will be released. However, the Board of Education reserves the right to release a probationary employee prior to the end of his/her probationary period should they feel this would be to the best interest of the school.
- C. The Board of Education at its discretion may extend the probationary period for another thirty (30) days if they deem this advisable. If at the end of the second thirty (30) day probationary period the employee is granted a regular assignment, he/she will be given a bank of three (3) sick leave days provided he/she has not been absent for any reason during the ninety (90) day period.
- D. It will be the joint responsibility of the building principal and the Director of Operations or his designee to determine if a new employee's work has been satisfactory or unsatisfactory during the probationary period.
- E. The Walled Lake Foremen's Association will be notified whenever a new employee has completed a successful probationary period and is assigned to a position, and will be informed of the step on the salary schedule to which new employee has been assigned.



ARTICLE 5 - COMPENSATION

A. 1.

**2004-2005 Salary Schedule**

|                     | Step 0 | Step 1 | Step 2 | Step 3 |
|---------------------|--------|--------|--------|--------|
| Building Foreman    | 20.11  | 20.39  | 20.71  | 22.00  |
| High School Foreman | 20.11  | 20.39  | 20.71  | 22.00  |

2005-2006 salary schedule to be negotiated.

2006-2007 salary schedule to be negotiated.

Building Foreman includes ESC, Community Education, Middle School, and High School.

Night Foremen receive \$0.25/hr. premium

2. The Head Mechanic and Maintenance Foreman positions will be compensated at the same rate as the highest paid respective position within the ESP #1 unit they supervise. The Head Mechanic and Maintenance Foreman positions will receive an additional \$2.04 per hour as a supervisor stipend.

- B. In the event of a change in the method or amount of funding to Walled Lake Schools which results in significant reduction in anticipated revenues to the District, or in the event of the failure of any renewal of operating millage or similar economic hardship on the District, the Board may elect to reopen Article 5-A. The Board will not exercise this option unless or until other reasonable alternatives have been evaluated, as determined by the Board. The parties shall immediately commence collective bargaining to negotiate an agreement to resolve the problem. Whichever wage rate is in force at the time of the change shall remain in full force and effect at the level in existence on the date on which the hardship event occurs until such time as agreement has been reached. Contractual increases in salary which have not yet occurred shall be void and of no effect.

ARTICLE 5 – COMPENSATION (Continued)

- C. Double pay will be granted to those employees who work on a day when school is cancelled because of inclement weather. This section refers only to those instances when school is cancelled prior to students coming to school and does not include those days when students come to school but are dismissed early because of inclement weather. The Director of Operations will determine at the start of the school year those employees selected to come to work on inclement weather days. The intent is that a full complement of custodial staff will not be called in on this day. Those employees who have been selected to come to work on an inclement weather day and who do come in and work on this day will receive double pay. Those employees not selected to come in to work on days when school is cancelled because of inclement weather will not have to report for work, but will receive pay for that day.
- D. Association members may participate in any district approved tax-sheltered program subject to Internal Revenue Service Code Section 403B.
- E. No employee, during any twelve (12) consecutive months, shall receive compensation from the Board plus unemployment compensation in a total amount exceeding what the employee would have received had the employee been employed full-time under this Agreement by the Board. In the event an employee receives such excess amount, the employee's salary for the school year in which he/she is recalled to employment shall be calculated by subtracting the amount of the excess payment from the amount otherwise due under this Agreement.
- F. All new foremen who have successfully completed their probationary period shall receive five (5) shirts, in any combination, one (1) sweatshirt and three (3) pants in their first year of employment. In each fiscal year thereafter, all foremen shall receive three (3) shirts in any combination and three (3) pants. In lieu of pants and shirts, in any one year during the term of this contract, each foreman shall have the opportunity to obtain a work coat and work shoes or boots up to a maximum cost of \$150. Employees who can show need based upon ordinary wear and tear, will receive up to five (5) shirts and five (5) pants during the life of this contract.
- G. All employees are encouraged to improve their skills through in-service training or other types of educational programs.

The Board shall pay cost of tuition and training manuals under the following conditions:

1. Employee must have been in employ of school district a minimum of one year.

ARTICLE 5 – COMPENSATION (Continued)

2. The course selected must relate to employee's work.
  3. Before enrolling in course, employee must submit in writing the name of the course with description, location, costs, length of course, and a statement as to how the employee thinks the course will improve his/her skills.
  4. The program must be approved by the Superintendent's Designee.
  5. Approval is at the sole discretion of the District.
  6. Before reimbursement to employee will be made, employee will present evidence that he/she has successfully completed the course. Successful completion means "C" or above when grades are given or a certificate confirming completion when grades are not given.
  7. Books or training manuals become property of school District.
  8. If the employee leaves the employ of school district within one (1) year after he/she receives payment, employee will reimburse school district for amount paid by having amount deducted from employee's final paycheck.
- H. Should the Director of Operations or his/her designee authorize a foreman to substitute in a higher paying position for three (3) consecutive days or more, that foreman will be paid the higher rate of pay for all hours worked.

## ARTICLE 6 - OVERTIME

- A. Overtime pay begins after an employee has worked eight (8) hours that day and provided that by the end of the week he/she will have worked at least forty (40) hours. If during this period of one week he/she has been absent due to illness, it will be considered that he/she has been working as far as overtime is concerned, providing he/she has sick leave to cover his/her absence.

Emergency overtime work must be authorized by the immediate supervisor, or, if not available, by the Director of Operations. Failure to obtain permission to do emergency overtime work may result in non-payment.

Overtime resulting from use of buildings by outside groups: Overtime created by outside activities shall be done by employees on the staff of the building affected whenever possible, and it shall be the responsibility of the foreman to see that this is done on a rotating basis. An exception to this might be special events such as theatrical presentations or football games where special knowledge of mechanical equipment would require a trained person.

A list of volunteers for overtime work shall be maintained by the foreman for their own building. Volunteer employees on the staff of the building affected will be given the first opportunity for such overtime on a rotating, seniority basis. Should no one on the volunteer list of the affected building want the overtime, it will be offered to employees on a district-wide volunteer list on a rotating seniority basis. Should no one on either volunteer list want the work, it shall be assigned to an employee within the affected building.

A maximum of one hour of overtime will be allowed for clean-up after use of facilities by outside groups. This will be allowed only when it is necessary to do clean-up overtime. If clean-up will require more than one hour of overtime, the office of the Director of Operations must be informed by the building foreman prior to the activity-taking place.

Authorization of overtime for outside activities is granted only by the foremen's immediate supervisor.

B. Substitute Overtime

1. When night employees are absent from work and when employees from the foremen are filling in as a substitute, they must ensure the building has custodial coverage through the end of the second shift.

ARTICLE 6 – OVERTIME (Continued)

2. The building principal or his/her designee will be responsible for contacting the substitute caller to make arrangements for substitute custodial coverage when a full-time custodian is absent from work.

C. Rate of Pay

1. Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per day and provided that by the end of the week, that employee will have worked at least forty (40) hours.
2. Sunday Work - All work performed on Sunday except building checks shall be at the double-time rate of pay.
3. Holidays - If an employee works on any of the holidays listed, he/she shall be paid in addition to his/her holiday pay double time for all hours worked except for regular building checks.

D. For Saturday and Sunday building checks, Foremen will be paid for 1-1/2 hours at time and one-half rate. Buildings will be checked on Sunday during the regular school year. During the heating season, each secondary foreman will check the building on Saturday when requested by the Board of Education. The Director of Operations or his designee will be responsible for determining the beginning and ending dates of the heating season.

E. In those instances when a foreman is called from home to take care of an emergency, he/she will be guaranteed pay for two (2) hours. Should time to repair the emergency require less than two (2) hours, he/she will be paid at overtime rate provided he/she works more than eight (8) hours that day and more than forty (40) hours that week. This guaranteed pay for two (2) hours is not granted unless it is done as overtime. Also, it is not granted in those instances where the foreman's overtime is performed at the beginning or end of his/her regular time schedule. This term of the agreement is included to cover those instances when the emergency overtime causes undue inconvenience to foremen by calling them from home at a time, which in some way is not just an extension of their regular time schedule either at the beginning or at the end. Overtime begins when the foreman arrives at the school. Overtime ends when the foreman leaves the school.

F. The Board reserves the right to require employees to work overtime except on holidays as listed in Article 7 of this agreement. Only in cases of severe emergency, such as extensive vandalism or extreme weather damage, should employees be required to work on holidays.

ARTICLE 7 – HOLIDAYS

- A. 1. Foremen will be granted the following paid holidays

July 4<sup>th</sup>

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

Three days between Christmas Eve and New Year's Day, (per Section A(2) below)

New Year's Day

Good Friday

Easter Monday

Memorial Day

2. School buildings will be officially closed, but there may be regularly scheduled work between Christmas Eve Day and New Year's Day during the term of this Agreement. It is understood that Christmas Eve Day, Christmas Day and New Year's Day will be paid holidays. Of the remaining days, three (3) days will be paid holidays and the District will specify those holidays. If not approved to work a specific event, full year employees must take vacation, personal, or an unpaid leave day on New Year's Eve day. If a personal day is used, one more personal day will be authorized to be used from the employee's existing sick bank that can only be used on New Year's Eve day.

- B. When holidays fall on Sunday, time off will be given the next Monday, provided it is a legal school holiday. The school district has the right to reschedule holidays to correspond with days that school is in session or to conform to the official school calendar.
- C. In order to receive compensation for a paid holiday, an employee must work the scheduled workday before and after the holiday unless a doctor's excuse is presented to substantiate the employee's illness, and the employee is on a paid medical leave of absence or an approved paid vacation.
- D. Holiday pay will be calculated at the employee's current hours and daily rate.

## ARTICLE 8 – VACATIONS

A. All vacation days will be based on the following schedule:

- 0 through 1 year - prorate based on 10 days
- 1 through 4 years - 10 days
- 5 years - 12 days
- 6 years - 13 days
- 7 years - 14 days
- 8 years - 15 days
- 9 years - 16 days
- 10 years - 17 days
- 11 years - 18 days
- 12 years - 19 days
- 13 years & over - 20 days

B. Foremen may take their vacation any time school is not in session, with the approval of their immediate supervisor with two weeks notice prior to vacation use. Vacation days may be taken during the time school is in session only with approval of their immediate supervisor.

In order to receive compensation for a paid vacation, an employee must work the scheduled day before and after the vacation unless that day(s) is a holiday, or the employee is on funeral leave, or a doctor's excuse is presented to substantiate that the employee is on a paid medical leave of absence.

C. Under no circumstances will an employee be allowed to take more than his/her accrued vacation days as of the date his vacation begins. An employee will not be allowed to combine one year's vacation with another year's vacation. Employees may receive pay for no more than five (5) unused vacation days at the end of the fiscal year. The year for purposes of vacation calculation, shall be from July 1 to June 30.

D. Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.

## ARTICLE 9 - INSURANCE

- A. The Board of Education will pay hospitalization insurance up to a full family coverage in MESSA Choices (effective January 1, 2005) with a \$5.00 dispensed as written prescription drug co-pay card or comparable coverage. A new employee is eligible to enroll within sixty (60) days of employment. To be eligible for this benefit, an employee must have completed his/her probationary period and be assigned as a full-time employee. An employee on probation can take out health insurance through the school during the period provided he/she pays the full costs himself.
  
- B. Dual Coverage: The Board of Education shall not be required to provide hospital/medical insurance coverage to a Foreman who is under another hospital/medical insurance plan or policy. The Foreman must certify to the Business Office that he/she and dependents are not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board. Foremen who cannot withdraw from coverage under the other policy may request coverage under the Board's hospital/medical plan. The determination to grant coverage must be by a majority of a committee consisting of two Superintendent's designated representatives and two Association representatives. The decision of this committee shall be final and binding on the Board, Association and Administration.
  
- C. The Board of Education shall provide liability insurance protection for any foreman who is sued as a result of fulfilling his/her responsibility as an employee of the school district.
  
- D. Life Insurance - The Board shall select the insurance carrier and support the cost for the foremen of twenty thousand dollars (\$20,000) group term life insurance. Such program shall pay to the employee's beneficiary the sum of twenty thousand dollars (\$20,000) upon death. Insurance coverage will be terminated on the date an employee is no longer employed by the Walled Lake School District. Employees will not receive coverage for life insurance during a granted leave of absence. Coverage for new employees shall become effective the first of each month following completion of a satisfactory probationary period, provided the necessary enrollment forms have been filled out and filed with the Business Office.
  
- E. An employee's health insurance premium will be paid by the Board of Education after sick days and vacation days have expired should the employee be so sick or injured as to be unable to return to work. The conditions governing the eligibility of an employee for this benefit and the extent of the benefit are as follows:



ARTICLE 9 – INSURANCE (Continued)

1. An employee must have been with the school district for at least one year.
  2. Payment of this benefit for the employee will be according to the following schedule:
    - a. For an employee who has been with the school district for one year but not exceeding two years, the Board of Education will pay the health insurance premium for one month.
    - b. For an employee who has been with the school district two years but not exceeding three years, the Board of Education will pay the health insurance premium for two months.
    - c. For an employee who has been with the school district for three years and longer, the Board of Education will pay the health insurance premium for three months.
  3. Following a return from sick leave, an employee must work six (6) months of uninterrupted time to be eligible for coverage by Article 9, Section E of the Agreement.
  4. Inability to return to work will be confirmed by a physician selected by the school administration.
- F. The Board shall provide, at no cost to the employee, Delta Dental Plan 75/75/60 if the employee has no other access to dental insurance or 50/50/50 if the employee has access to dental insurance.
- G. Effective January 1, 1982, the Board shall provide at no cost to the employee the MESSA Vision Plan II.
- H.
1. MESSA Short Term Disability coverage shall be available and optional with each bargaining unit member.
  2. All eligible employees who elect to enroll in the MESSA Short Term Disability Insurance (STDI) Plan shall pay the premiums for the elected coverage. Payment shall be deducted from the employee's second check of each month. The Board will pay \$15.00 dollars per month toward the cost of this coverage for each eligible employee who elects STDI.

ARTICLE 9 – INSURANCE (Continued)

- I. The Board of Education shall provide worker's compensation benefits to those employees eligible as defined by Michigan Law. The use of sick leave days to supplement the employee's income while on worker's compensation is defined as follows:

Worker's Compensation Supplement: Should an employee be absent from work and be receiving worker's compensation, the Board of Education will pay to the employee the difference between the amount paid by Worker's Compensation Insurance and the employee's regular daily rate. The supplemental pay will be charged to the employee's sick leave accumulation proportionately for a period equivalent to the nearest half day. In no case will the Board of Education Supplement extend beyond the individual employee's accumulated sick leave earned as of the last day of work.

The employee must notify his employer, in writing, if sick leave days are not to be used to supplement Worker's Compensation.

- J. 1. Amendments to Health Care Coverage: During the term of this agreement, if and when any cost containment measures or reductions in insurance (medical, dental, vision or life) coverage, premiums (not attributable to census changes), or benefits (including an increase in deductibles or co-pays) is agreed upon and effectuated between the District and the Walled Lake Education Association, then all of the same provisions shall become immediately effective for all members of the Foremans' Association.
- K. Flexible spending Accounts: The Board shall prepare plan documents as necessary to include flexible spending accounts (FSA) intended to qualify under IRC 125. Employees shall be required to make advance elections (which are generally irrevocable during each coverage period) as required under applicable internal revenue code provisions and regulations.

## ARTICLE 10 - SICK LEAVE

- A. Beginning in the 1995-96 school year, each non-probationary employee shall be credited with twelve (12) sick leave days at the beginning of each work year. Probationary employees who successfully complete their sixty-day probationary period shall be credited with a pro-rata number of sick leave days at the beginning of their non-probationary period.
  
- B. Two days of sick leave each year may be used as Business Days with the Administration having the authority to approve or disapprove one of the two days based on need as presented by the employee. This one Business Day is to be used only for matters that cannot be taken care of outside of working hours such as legal matters, mechanical breakdown of transportation or home utilities (furnace, well, pump, etc.).

All requests must be in writing except when an emergency situation prevails, approval may be obtained by telephone with a follow-up letter stating the date and reason for being off.

The second Business Day may be used by the employee as he or she chooses. Written request for the day off must be received in the office of the foreman's immediate supervisor at least three (3) working days before the day the employee wishes to be off. Request will be granted only when there is sufficient number of substitute employees to cover the workload.

The day before and the day after a paid holiday or a scheduled vacation day cannot be used as a Business Day.

- C. At the option of the employee, vacation days may be utilized for sick leave days after his/her personal accumulation has been expended with proper notification to the Director of Operations.
  
- D. When an employee is off due to sickness, the employee may return to the same position held before sickness provided the employee returns to work before ninety (90) calendar working days have lapsed following the last day of the employee's accumulated sick leave. Foremen who were in their position as of June 30, 1990 will have the period of ninety (90) working days extended by the number of days in their accumulated sick leave as of June 30, 1990.

ARTICLE 10 - SICK LEAVE (Continued)

- E. Each employee shall be entitled to leave with pay without charge to his/her sick bank for death in the immediate family of the employee and/or spouse, or the death of a person residing in the same household as the employee. The funeral leave shall be for a period not to exceed three (3) days, provided the employee attends the funeral. Immediate family shall mean mother, father, brother, sister, child, spouse, mother-in-law, father-in-law, grandchild and grandparents. Additional time beyond three (3) days, if granted by the employee's immediate supervisor, will be charged to sick leave. The employer has the right to request and receive appropriate substantiation of attendance at the funeral and verification of residence of an individual residing in the household.

## ARTICLE 11 - LEAVE OF ABSENCE

- A. Upon approval by the Board of Education, leave of absence may be granted without loss of seniority provided employee can show good cause for such request.
- B. A foreman who is called to jury duty shall receive the difference between his/her regular salary and the jury fee with no loss of accumulated sick leave for each day the employee serves on the jury providing the employee cooperated with administration in seeking to be excused from such service and provided the jury duty interrupts the work schedule in which case the employee will work all or part of the schedule not interrupted by jury duty.
- C. **Childbearing/Child Caring Leave:** Following the termination of a leave of absence under Article 10, C, an additional eight (8) months of leave or twelve (12), for non-probationary employees not eligible under FMLA (below) without pay, without accrual of leave days or benefits and without loss of seniority, for the purpose of continued child caring shall be granted to an employee provided a written request was submitted to the Personnel Department at least thirty (30) calendar days prior to the commencement of the leave. A second year of leave shall be granted upon request, however seniority shall not accrue during this time period.
- D. **Family and Medical Leave:**
  - 1. All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid and unpaid, depending on the circumstances and as specified in this Section. Such leave will be granted only for one or more of the following reasons:
    - a. For the birth of a child and in order to care for that child, provided that the leave is requested and taken before the child's first birthday.
    - b. For the adoption of a child or the placement of a foster child in the employee's home, provided that the leave is taken within twelve (12) months of the adoption or placement.
    - c. To care for a spouse, child or parent who has a serious health condition.
    - d. Due to the employee's own serious health condition.

ARTICLE 11 - LEAVE OF ABSENCE (Continued)

2. Eligibility Requirements:
  - a. In order to be eligible for a family and medical leave, an employee must be employed by the District for at least twelve (12) months prior to the commencement of the leave and must have worked at least 1250 hours during that prior twelve (12) month period.
  - b. All requests for family and medical leave must be submitted in writing to the Personnel Department at least 30 days prior to the commencement of such leave, except where the need for the leave is not foreseeable and 30 days notice is not possible and in that event, notice shall be given as soon as is practicable.
  - c. If an employee fails to provide thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the District receives proper notice.
  - d. Where the necessity for leave is due to the serious health condition of a family member (as defined in Paragraph 1 of this Section) or the employee, and is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the work schedule or operations of the District.
3. All requests must set forth specific reasons for the requested leave. A request based upon a serious health condition of a family member or the employee must be supported by written certification of a reputable physician or health care provider. Such certification must be provided to the Personnel Department within fifteen (15) days of the request, if possible, or the employee must provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. The written medical certification must contain the following:
  - a. The date the serious health condition began.
  - b. The expected duration.
  - c. The appropriate medical facts regarding the condition, the diagnosis and a brief statement of treatment.

ARTICLE 11 - LEAVE OF ABSENCE (Continued)

- d. If the leave is for the care of a spouse, child or parent, the Certification must include a statement that the patient requires assistance and that the employee is necessary to provide such assistance as well as an estimate of the amount of time such need will continue.
  - e. If the leave is based upon the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the employee's position.
4. A family and medical leave may be used intermittently or on a reduced schedule if leave is taken to care for a spouse, child or parent or due to employee's own serious health condition. Prior to taking leave, the employee should try to reach agreement with the Personnel Department regarding the time for intermittent leave or working of a reduced schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary and the District may require certification of the medical necessity. The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate (or even eliminate the need for) intermittent leave or a reduced schedule.
  5. A family or medical leave under this Section is an unpaid leave. However, if the employee has any available accrued paid leave (vacation time and sick leave time) the employee must first use all paid leave time. Once all paid leave time is used, the remainder of the twelve (12) weeks of leave will be unpaid.
  6. While an employee is on leave, the District will continue the employee's health benefits during the leave at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the District will require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period. For employees obligated to pay a portion of the insurance premium through payroll deduction, all such payments shall be made directly to the Business Office no later than the 25th of the month for insurance coverage for the subsequent month. In the event an employee fails to make such direct payments and the District makes such payments on their behalf, the employee will be obligated to reimburse the District as soon as possible after the leave for all such amounts.

## ARTICLE 12 - WORK SCHEDULE

- A. The work schedule for all employees will consist of forty (40) hours per week, over a period of five (5) consecutive days. The five (5) consecutive days may fall between Monday and Saturday.
- B. The time schedules of all foremen will be determined by their immediate supervisor. The immediate supervisor will consult with the Director of Operations before a final decision is made. Work schedules for all foremen will be posted in each building.
- C. As soon as possible, an employee should contact his immediate supervisor when he/she is going to be absent from work. This should be done in ample time to allow the immediate supervisor to secure a substitute. Should the employee fail to notify his/her immediate supervisor that he/she will be absent from work, he/she will not receive a salary for the days he/she is absent from work without prior notification. It is realized that in some cases there may be extenuating circumstances that could prevent proper notification. In such cases, the Director of Operations will decide whether payment of salary should be made.



### ARTICLE 13 - MEDICAL EXAMINATION

- A. The Board may require that employees submit to medical tests and examinations by a Board-appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, etc., provided however, that the Board will pay the cost of such tests and examinations. The reports of such tests and examinations will be provided to the Board by the employee.
- B. If the physician reports that the employee is unqualified to perform his duties, the employee shall be required to take a mandatory medical leave of absence.
- C. The Board, may, at its discretion, require an employee who loses time from work because of illness or injury or is on a voluntary or mandatory medical leave of absence to submit to medical tests or examinations by a Board-appointed doctor for purposes of determining whether an employee is qualified to work.

## ARTICLE 14 - TRANSFERS AND PROMOTIONS

### A. Transfers

1. Whenever foreman vacancies occur, a notice of this vacancy will be sent to each school building for posting. At the same time, it will request any employees who are interested in this job vacancy to contact the Director of Personnel within the posted time period.
2. Before transfers will be made, approval must be obtained from the Director of Personnel.
3. In ruling on an employee's request for transfer, the Board will give due consideration to seniority, qualifications, job performance, compatibility with current staff and attendance and when qualifications, job performance and attendance are judged to be equal, the employee with the greatest seniority will be selected for transfer.
4. Any employee approved for transfer will be given a ten (10) day trial period at the end of which it will be necessary for him/her to accept or reject such transfer. If the employee decides to accept such transfer, he/she will not be able to return to the job from which he/she transferred should this job be filled.

### B. Promotions

1. Job vacancies, which are to be filled by promotion of present employees, will be handled in the manner hereinafter outlined. Promotions as defined as movement to a position in a higher-rated pay classification than the one currently employed in.
2. When vacancies occur, a notice of the vacancy will be sent to each building for posting. At the same time, it will request any employee interested in this position to contact the Director of Personnel within the posted time period.
3. All promotions must be approved by the Director of Personnel.
4. Prior to the vacancy being filled, the representatives of the Board shall review all applications. In the filling of such higher-rated jobs, background, attainments, prior work record, ability, merit, attendance and compatibility with current staff shall be considered. Where these factors are deemed equal by the Board, the employee with the longest service with the Board shall be given preference.

ARTICLE 14 - TRANSFERS AND PROMOTIONS (Continued)

5. An employee selected for promotion will serve a probationary period of thirty (30) calendar days. The Board may disqualify the employee during the probationary period and such employee shall be returned to his/her former position.
  6. During the first thirty (30) calendar days of the probationary period, the employee shall have the right to revert back to his/her former classification. At the end of the thirty (30) calendar days of the probationary period, the employee must either reject or accept the promotion. If the employee decides to accept such promotion, he/she will not be able to return to the job from which he/she transferred.
- C. Unsuccessful candidates who have applied for a specific job vacancy will be sent a notice that they have not been selected within ten (10) days after the position has been filled. If any applicant not chosen for a specific job vacancy makes a written request within five (5) days after being notified that the position has been filled, he/she shall be entitled to a conference with a designated Board representative to discuss the reasons the applicant was not selected.
- D. The Board reserves the right to hire from outside if no applicant is selected to fill the vacancy or no bids are received from employees in the bargaining unit.
- E. The Board reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article.
- F. The decision of the Board on promotions and transfers is final and is not subject to the Grievance Procedure set forth in Article 19.

## ARTICLE 15 - RESIGNATIONS AND DISMISSALS

### A. Resignations

1. Personnel desiring to leave the employ of the school are required to give two weeks written notice of such intent to the Director of Personnel. Failure to do so will result in such employee losing credit for service time and vacation time should he/she be rehired at a later date.
2. Vacation pay will be forfeited by any employee who resigns without giving the school at least one week's notice or who is dismissed prior to June 30 of any year. Should an employee leave by giving due notice, or should he/she be laid off because of reduction of staff, such employee will receive pay prorated according to how much vacation time he/she has accumulated.

### B. Dismissals

1. The authority for the imposition of discipline up to and including discharge shall be that of the Board of Education. Disciplinary action as set forth in this Agreement shall be defined as any verbal or written warning, reprimand, suspension, demotion or dismissal (discharge). The disciplinary action taken in any case shall reflect the degree that is consistent with the seriousness and nature of the offense. The parties agree that in general, discipline may be progressive in nature but depending upon the circumstances and the severity of the conduct of the employee, progressive discipline will not always be required.
2. It is agreed that an immediate dismissal of a foreman may result from the following offenses: excessive absenteeism or tardiness; intoxication or the use of alcoholic beverages during work hours or having the appearance or smell of alcohol on the individual; being under the influence of controlled substances or the use of controlled substances during work hours or having the appearance of use of controlled substances; dishonesty or theft; neglect of duty; inefficiency of work; insubordination or the demonstration of an uncooperative attitude with supervisors; or any other conduct which threatens the health, safety or welfare of another employee, children or any member of the public.

ARTICLE 16 - SENIORITY

- A. New employees hired in the unit without previous classification in the district shall be considered as probationary employees for the first sixty (60) calendar days of continuous employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the day sixty (60) calendar days prior to the day he/she completed the probationary period; provided, however, seniority shall only commence on the date that the foreman is assigned to a regular position. Time spent working as a substitute custodian shall not be considered for seniority. There shall be no seniority among probationary employees.
  
- B. Seniority for employees commencing on the same date shall be determined by alphabetical order of surnames.

ARTICLE 17 - LAYOFFS

- A. The Board of Education reserves the right to make any additions, reductions or other changes which may be necessary from time to time because of economic considerations or other conditions which would result in a lowering of school income. Should this occur, the Association will be notified in a timely manner and the Association will be allowed to work cooperatively with the school administration to resolve this problem.
- B. Employees shall be laid off according to the following procedures:
1. Probationary employees within the affected classification will be laid off first.
  2. Thereafter, seniority employees within the classification will be laid off according to their district seniority, providing the remaining employees in the classification can perform the available work.
  3. The term "district seniority" means the foreman's seniority as defined in Article 16, Paragraph A. For purposes of this Article, the term "classification group" refers to one of the following:
    - Building Foreman
    - Maintenance Foreman
    - Head Mechanic
- C. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force. There shall be no requirement for the district to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.
- D. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.
- E. The district will endeavor to provide seven (7) calendar days notice, when practicable, to employees who are to be laid off. Laid off employees will be given preference for substitute work. When employees are recalled to work, they will be placed on the same step of the salary schedule held when laid off. All accrued sick days will be restored to said employee upon return to work.
- F. Temporary adjustments of the work force due to such things as emergency breakdown of equipment (except motorized vehicles), fire, flood, power failure, labor disputes, civil disorders and conditions beyond the control of the district may be made with application to the above provisions. If such temporary adjustment continues for more than five (5) working days, the Association may request the district to adjust the working force according to the above Sections and the district will do so within three (3) working days thereafter. This provision will not be used to discipline any employee.

ARTICLE 18 - RETIREMENT

- A. 1. At retirement, and not prior to retirement, a Foreman with five (5) years of consecutive service with the District may choose one of the following options:

Option #1: Receive compensation for all of their accumulated sick days at the rate of \$50.00 per day, or

Option #2: Receive compensation for one-half (1/2) of the accumulated sick days, up to a maximum of seventy-five (75) days, at their normal, daily salary rate.

2. It being specifically understood that regardless of past contracts and/or past practice between the parties, Foremen no longer have the right to sell back sick days at any time prior to actual retirement.
3. Also upon death, regardless of length of service, the employee's estate will receive pay for one-half of the individual's unused sick leave up to a maximum of seventy-five (75) days provided that he or she is an employee of the school district at the time of death.
4. In this instance "consecutive service" means continuous employment that is not interrupted for any reason other than personal illness. An employee who resigned in accordance with the provisions established in Article 15 of the Agreement would be considered as interrupting his/her consecutive service time and thus would not receive the sick leave benefits as herein described.

- B. Upon retirement foremen shall be paid one-hundred (\$100) dollars per year, not to exceed 25 years for each year of service to the Walled Lake School District.

To be eligible for such benefits, the foremen must be eligible for retirement as provided by the Michigan Public School Retirement Program and have at least ten (10) consecutive years of service with the Walled Lake Consolidated Schools.

In this instance "consecutive service" means continuous employment that is not interrupted for any reason other than personal illness. An employee who resigned in accordance with the provisions established in Article 15 of the Agreement would be considered as interrupting his consecutive service time and thus would not receive the sick leave benefits as herein described.

ARTICLE 19 - GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure:

|         | STEP 1  | STEP 2                 |
|---------|---|------------------------|
| FOREMAN | Building Administrator or<br>Custodial Supervisor (this shall<br>be the person assigned as the<br>foreman's immediate supervisor) | Director of Operations |

**Discussion and Step 1** - The employee with a grievance shall first discuss the matter with his/her immediate supervisor with the objective of resolving this matter informally. In the event that the problem is not resolved informally, the grievant may file a formal, written grievance in writing to the immediate supervisor within five (5) school days. After the immediate supervisor has received the written grievance, he/she shall meet with representatives of the Association, the immediate supervisor and the foreman filing the grievance at this level. The immediate supervisor shall make the decision concerning the grievance within five (5) school days after receipt of the written grievance. The decision shall be placed in writing with copies sent to parties of interest.

**Step 2** - In the event the foreman is not satisfied with the response of the building administrator, the grievance shall be transmitted to the Director of Operations within five (5) school days of the response. A meeting will be scheduled between the grievant and the Director of Operations within five (5) schools days of the receipt of the grievance. Within five (5) school days after the meetings, the disposition of the grievance shall be indicated in writing with copies to the parties of interest.

**Step 3** - In the event the employee is not satisfied with the formal disposition of the grievance at step 2 or if no formal disposition has been made within the period provided above, the grievance may be submitted to the Director of Labor and Employee Services within five (5) business days of the step 2 response or when the step 2 response should have been written. A meeting will be scheduled between the grievant and the Director of Labor and Employee Services within ten (10) business days of the receipt of the grievance by the Director. Within ten (10) business days after the step 3 meeting, a written disposition of the grievance shall be made by the Director of Labor and Employee Services and a copy shall be furnished to the Association President.



ARTICLE 19 - GRIEVANCE PROCEDURE (Continued)

**Step 4** - If the Association is not satisfied with the formal disposition of the grievance at Step 3 or if no formal disposition has been made within the period provided above, the grievance may be submitted to arbitration by the Association with an impartial arbitrator, provided written notice of the request for submission to arbitration is delivered to the Board within twenty-five (25) business days after receipt of Step 2 response. Each party shall submit the names of three (3) arbitrators to each other within ten (10) business days of the date that the Association informs the Board that it is taking the grievance to arbitration. If the parties are unable to agree upon an arbitrator from the list of six (6) names so presented, or if either party fails to respond with three (3) arbitrators within ten (10) business days, then the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation, misinterpretation or misapplication of any provision of this Agreement or any other rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment.

- a. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.
- b. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. The filing fee shall be paid by the moving party.

ARTICLE 20 - SERVICES TO THE FOREMEN'S ASSOCIATION

- A. The cost of reproducing the contract will be paid by the School Board. A copy of the contract will be given to each person as they are employed and to all those already employed with the school district.
- B. The Walled Lake Foremen's Association shall be allowed to use the inter-school mail service for correspondence with its members.
- C. A seniority list shall be brought up-to-date once a year and a copy sent to each building foreman. The assignment of each employee will also be listed.
- D. The Board shall grant the Association use of school buildings, which shall be at reasonable hours, which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board policy.

## ARTICLE 21 - EVALUATION

- A. All new employees shall be evaluated in writing prior to the end of their probationary period.
- B. After completion of the probationary period, all employees shall be evaluated in writing at least annually or if required at other times under any licensing requirements.
- C. Employees shall be evaluated by the Supervisor designated as the Step 1 Administrator in the grievance procedure.
- D. Each employee shall be given the opportunity to discuss and review evaluation with his/her Supervisor in a personal conference.
- E. Each employee must sign the evaluation to signify that he/she has received and read the evaluation. A signature does not mean that the employee agrees with the content of the evaluation.
- F. An employee shall have the right to attach rebuttal statements to the evaluation.
- G. The written evaluation and any rebuttal comments shall be inserted in the employee's personnel file.
- H. In the event an employee who is scheduled to be evaluated is not formally evaluated, he/she shall be deemed to be performing at a satisfactory level.
- I. No employee will be marked unsatisfactory in any category unless the concern or problem has been previously brought to the attention of the employee in writing prior to the evaluation.

(See Appendix A: Evaluation Form)

ARTICLE 22 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instruction program during the normal school year and the settlement of disputes which threaten to interfere with such operations. Since the parties have comprehensive grievance procedures to settle unresolved disputes, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association and each member of the Association accordingly agrees that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

- A. If any Article or Section of this Agreement shall at any time be held contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time for doing so, such provisions shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect.

ARTICLE 24 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007.

1. The contract will be reopened for the year 2005-2006 and 2006-2007 to bargain wage and health benefits only.

Either party may give notice prior to May 1, 2007 that they wish to begin negotiations on a successor agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date set forth above unless mutually agreed to in writing by both parties.

WALLED LAKE FOREMEN'S ASSOCIATION

WALLED LAKE BOARD OF EDUCATION

BY: James Robison  
James Robison  
Acting President, Foremen's Association  
Secretary, Foremen's Association

BY: Michael C. Karson  
Michael C. Karson  
President, Board of Education

BY: Carl Gill  
Carl Gill  
Vice President, Foremen's Association

BY: Thomas McConnell  
Thomas McConnell  
Secretary, Board of Education

SENIORITY LIST FOREMAN

|          |                    |                      |
|----------|--------------------|----------------------|
| 01-14-91 | Deborah Highstreet | Walled Lake Central  |
| 07-10-98 | Eddie Combs        | Sarah Banks Middle   |
| 08-30-99 | Jack Lawson        | Community High       |
| 11-08-99 | Mary Warner        | Walled Lake Western  |
| 08-01-00 | James Robison      | C. H. Smart Middle   |
| 09-14-00 | Mark Ruggles       | Walnut Creek Middle  |
| 01-03-01 | Darlene Raisanen   | Walled Lake Western  |
| 01-29-01 | Timothy Stage      | Transportation       |
| 07-01-02 | Albert Hawkins     | Walled Lake Northern |
| 08-05-02 | Carl Gill          | Walled Lake Northern |
| 01-26-04 | James Hulett       | WLMS                 |
| 08-30-04 | Michael Fairchild  | Walled Lake Central  |

/ckb

APPENDIX A

**APPRAISAL OF EMPLOYEE PERFORMANCE**  
 This appraisal form is intended for use with:  
**WALLED LAKE SCHOOL FOREMEN'S ASSOCIATION**

|  |   |
|--|---|
| Name of Employee _____<br><div style="display: flex; justify-content: space-around; width: 100%;"> <span>Last</span> <span>First</span> </div>   | Date of Evaluation: _____   |
| Position in which Employee is being evaluated: _____<br>Department: _____  | Building: _____<br>Date Employee came under your supervision: _____   |
| Employee Status<br><input type="checkbox"/> Probationary <input type="checkbox"/> Non-Probationary   | <p align="center"><b><u>RATING SCALE</u></b></p> G - Good<br>S - Satisfactory<br>N - Needs Improvement<br>U - Unsatisfactory<br>NB - No Basis |
| <ol style="list-style-type: none"> <li>1. Please read the entire form to first understand the scope of this performance evaluation.</li> <li>2. Remember that this is an annual appraisal of the employee's performance during the entire evaluation period. _____ to _____.</li> <li>3. Be specific and provide examples when relevant to support your appraisal.</li> <li>4. This appraisal form is to be completed by the employee's supervisor and submitted to the Personnel office 20 days before the end of the probationary period, and annually thereafter. A copy is to be given to the employee, and the original will be inserted into the employee's personnel file. In advance of the performance appraisal, the job description and/or other job expectations should have been thoroughly explained by the supervisor.</li> <li>5. Please utilize the "comments" section to indicate ways in which this employee excels or needs some improvement. It is the intent of this appraisal process to focus on areas of strength and offer suggestions for continued professional growth. If improvement is needed in any specific area, please identify the specific nature of the needed improvement and offer suggestions on how such improvement is to be accomplished.</li> </ol> |   |

- GOOD**                                      Individual's performance level is beyond normal job requirements and expectations.
- SATISFACTORY**                            Individual's performance fulfills the normal job requirements of the position.
- NEEDS IMPROVEMENT**                 Individual's performance is below the job requirements but could be improved through development, experience, and/or application.
- UNSATISFACTORY**                        Individual's performance is clearly below the level of acceptability.
- NO BASIS**                                    Used when evaluator is unable to form a judgment on the employee's performance on this factor either because the factor does not apply, was not observed or because of other special circumstances.

- |  |  |
|--|--|
| <p><b>I. QUALITY/QUANTITY OF WORK</b></p> <ol style="list-style-type: none"> <li>a. Demonstrates job knowledge</li> <li>b. Completes job assignments, meets deadlines and schedules</li> <li>c. Follows directions</li> <li>d. Follows rules and regulations</li> <li>e. Performs duties accurately and neatly and according to standards</li> <li>f. Quantity of work output</li> <li>g. Works effectively and efficiently</li> <li>h. Demonstrates knowledge, skill and proper care of tools and/or equipment</li> </ol> | <p><b>PLEASE CIRCLE</b></p> G S N U NB<br>G S N U NB<br>G S N U NB<br>G S N U NB<br>G S N U NB<br>G S N U NB<br>G S N U NB<br>G S N U NB |
|--|--|

Comments: \_\_\_\_\_



**II. WORK HABITS AND ATTITUDES**

|    |   |                        |
|----|---|------------------------|
| a. | Is dependable   | G S N U NB             |
| b. | Is punctual   | G S N U NB             |
| c. | Maintains acceptable attendance                               | G S N U NB             |
| d. | Performs work in an orderly manner                            | G S N U NB             |
| e. | Follows job and safety rules and regulations, when applicable | G S N U NB             |
| f. | Ability to work with immediate supervisor                     | G S N U NB             |
| g. | Accepts responsibility of job willingly                       | G S N U NB             |
| h. | Demonstrates interest in work                                 | G S N U NB             |
| i. | Ability to work well without supervision                      | G S N U NB             |
| j. | Availability for work   | G S N U NB             |
| k. | Uses good judgement   | G S N U NB             |
| l. | Dresses appropriately for the job                             | G S N U NB             |
| m. | Is neat and clean   | G S N U NB             |
| n. | Demonstrates initiative                                       | G S N U NB             |
| o. | Attendance  | _____ # of days absent |

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**III. COOPERATION WITH OTHERS**

|    |  |            |
|----|--|------------|
| a. | Employees  | G S N U NB |
| b. | Students   | G S N U NB |
| c. | Parents/Public   | G S N U NB |
| d. | Supervisor/Administration  | G S N U NB |
| e. | Follows proper channels of communication                         | G S N U NB |
| f. | Willingness to work with and assist others when requested/needed | G S N U NB |

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

|                         |        |
|-------------------------|--------|
| Signature of Supervisor | Title: |
|-------------------------|--------|

I have reviewed this evaluation with my supervisor and have received a copy.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

The presence of the employee's signature shall indicate that the evaluation form has been reviewed by the employee. Signature does not necessarily imply agreement with the evaluation.

Statement by evaluatee attached. The evaluatee always has the right to prepare a written response to any formal evaluation. The response shall be attached at the time the evaluation is submitted to the Personnel Office.

cc: Employee  
 Supervisor

ARTICLE 5 - COMPENSATION

A. 1.

**2005-2006 Salary Schedule**

|                     | Step 0 | Step 1 | Step 2 | Step 3 |
|---------------------|--------|--------|--------|--------|
| Building Foreman    | 20.51  | 20.80  | 21.12  | 22.43  |
| High School Foreman | 20.51  | 20.80  | 21.12  | 22.43  |

**2006-2007 Salary Schedule**

|                     | Step 0 | Step 1 | Step 2 | Step 3 |
|---------------------|--------|--------|--------|--------|
| Building Foreman    | 20.92  | 21.21  | 21.54  | 22.88  |
| High School Foreman | 20.92  | 21.21  | 21.54  | 22.88  |

Building Foreman includes ESC, Community Education, Middle School, and High School.

Night Foremen receive \$0.25/hr. premium

ARTICLE 9 - INSURANCE

- A. The Board of Education will pay hospitalization insurance up to a full family coverage in MESSA Choices with a \$5.00 dispensed as written prescription drug co-pay card or comparable coverage. **All employees who select hospitalization will be assessed five (\$0.05) cents per one thousand (\$1,000.00) dollars of their annual base wages to be paid the first pay in June for the current school year and shall fall under the District Cafeteria Plan.** A new employee is eligible to enroll within sixty (60) days of employment. To be eligible for this benefit, an employee must have completed his/her probationary period and be assigned as a full-time employee. An employee on probation can take out health insurance through the school during the period provided he/she pays the full costs himself.