M A S T E R A G R E E M E N T

BETWEEN THE

WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

WALLED LAKE SCHOOLS SECRETARIES ASSOCIATION, MEA-NEA

2023 – 2026

MASTER AGREEMENT
BETWEEN THE

WALLED LAKE CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
WALLED LAKE SCHOOLS SECRETARIES ASSOCIATION, MEA-NEA

This Agreement entered into this 1st day of July 2023, 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 Schools Secretaries Association, MEA-NEA, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, 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:

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ARTICLE I - 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 as amended, for all full-time and regularly scheduled part-time office clerical personnel excluding supervisors, substitutes, the secretary to the Superintendent, the secretary to the Assistant Superintendent of Labor and Employee Services and the secretary to the Assistant Superintendent, Business Services and all other employees. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Secretaries".

B) The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

C) Unless otherwise indicated, use of the term “employee” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Full-year, less than full-year, full-time and less than full-time employees are defined as follows:

   1. Full-year employees – Employees who are scheduled to work in one job/assignment at least two hundred forty-seven (247) days per year.
   2. Less than full-year employees – Employees who are scheduled to work in one job/assignment less than two hundred forty-seven (247) days per year.
   3. Full-time employees – Employees who are scheduled to work in one job/assignment thirty (30) hours or more per workweek.
   4. Less than full-time employees – Employees who are scheduled to work in one job/assignment less than thirty (30) hours per workweek.

D) The Association shall indemnify and save the District harmless from any liability resulting from any suits arising from compliance with Section C of this Article.

E) In the event of any action against the Board brought in a court or administrative agency because of its compliance with provisions of Article I of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel.

F) The Association agrees that in any action so defended it will indemnify and hold harmless the Board and Administration from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the Board's compliance with the provisions of Article I.

ARTICLE II - RIGHTS OF THE BOARD

A) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association as to the taking of action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district;
2. Continue its rights, policies, and practices of assignment and direction of its personnel, to determine qualifications and the conditions for continued employment, determine the number of personnel 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. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, including hours of work, working schedules and overtime work, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods of changes therein;
5. Adopt reasonable rules and regulations, maintain order and efficiency of all operations, and to establish standards of efficiency and competence;
6. Determine the qualifications of employees, including physical conditions;
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies;
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement;
11. Determine the policy affecting the selection, testing or training of employees provided that such selection shall be based upon lawful criteria. The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

B) 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 term of this Agreement.

ARTICLE II - RIGHTS OF THE BOARD (Continued)

C) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the 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 are in conformance with the Constitution and laws of the State of Michigan or any other national, state, county, district or local regulations as they pertain to conducting the affairs of the Board.

ARTICLE III - EMPLOYEES' RIGHTS

A) Pursuant to Act 379 of the Public Acts of 1965 as amended, the Board and Association hereby agree 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. The Board, as a duly elected body exercising governmental power under cover of the law of the State of Michigan, and the Association undertake and agree that they will not directly or indirectly discourage, deprive or coerce any secretary 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 they will not discriminate against any secretary 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 negotiation with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B) The Board and Association specifically recognize the right of each other to invoke the assistance of the State Labor Mediation Board.

C) The Board shall grant to the local Association members use of school buildings for professional meetings of the Walled Lake Schools Secretaries Association, MEA-NEA. The use of these buildings shall be during 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 the Board of Education Policy. No rental fee will be charged to the Association. However, the Association will assume the cost of required personnel employed for security and/or clean up when the building is used by the Association at times other than when security or other authorized persons are present.

D) All Association business shall be conducted on non-duty time unless said business is required to respond to Administrative requests. Should the Administration call a meeting to discuss school business, then that meeting should be held during the working day at a mutually convenient time.

E) No secretary shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

F) The Association shall be allowed to use the inter-school mail service for delivery of their material to members of the Association.

G) The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other public information as will assist the Association in developing negotiation proposals.

H) The Board shall provide a total of fourteen (14) days per year for use by the Association for Association business; however, no individual may use more than three (3) days per year. For the length of this contract, any unused days from one year may be added to the next year or accumulated over the length of this contract. These days shall not be charged against the individual's accumulated leave time. The President shall make request for the use of these days to the Superintendent or his/her designee in writing at least three (3) school days in advance of the date to be released. The Association shall be responsible for the full cost of the substitute's wages when a substitute is used.

I) The Board agrees to release the President of the Association from his/her job responsibilities for one-half a normally scheduled work day every other week during the school year without loss of pay, benefits, seniority or other benefits provided for in the Master Agreement or by law. The bi-weekly one-half day of release shall be established by the parties at the start of each school year. With Administrative approval, two half days, per month, may be combined into one full day.

J) Changes to the established schedule shall be submitted in writing. Rescheduling of days requires at least three school days written notice.

K) Since the Walled Lake Schools Secretaries Association President performs services which are of value to both Walled Lake Schools Secretaries Association and the Board, the board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371(5)(B).

L) Employees, upon their request, have the right to review the contents of their personnel file in the presence of a witness representing the District. Employees may elect to be accompanied by a representative of the Association during this review of their personnel file. A minimum of three (3) days' notice will be provided to the District prior to the review of any personnel file. The personnel file will be the official file kept on employees.

M) The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA).

1. All requests forwarded to the District will be shared with the employee and the Association. Where known, the identity of the person(s) or organization (including the list of officers) will be shared with the employee and the Association.
2. To be honored, all requests must identify or sufficiently describe the specific public record wanted.
3. Once a FOIA request is received by the District, the employee shall be promptly provided with a copy of that portion of the FOIA request that applies to him/her.
4. Unless the parties agree otherwise, and provided an extension is allowed by law, the District will notify the requesting party that timelines for disclosure will be extended for ten (10) additional business days.
5. The District shall honor all exemptions to the production of documents contained in Section 13 (1) of the FOIA.
6. Within a reasonable time, the District will provide an opportunity for the employee(s) and an Association Representative (if requested by the employee) to review the FOIA request and the document(s) requested with a representative of the district.
7. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than two (2) years old shall not be released to third parties.
8. Records relating to unsubstantiated complaints against an employee shall not be released to third parties.
9. On any documents that are to be released under a FOIA request, all material deemed to be exempt must be redacted.
10. Nothing in this Article shall prevent the district from complying with the FOIA or any other law.
11. The steps of this article, but not the release of documents, shall be subject to the grievance process.

12. The district will notify the Association when a FOIA request involves a former employee(s) no longer employed by the district. No other steps of this process pertain to the FOIA involving such individual.

N) An Association representative shall be entitled to be present, at the request of the employee, during any meeting which may lead to disciplinary action by the Board. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation. When a request for such representation is made, no action will be taken with respect to the employee until such representative of the Association is present.

1. Any complaint lodged against an employee determined by Administration to have substance shall be brought to the employee's attention in a personal conference within ten (10) work days of its receipt.
2. The complainant will be identified if said complaint is the basis of disciplinary action to be taken but not in those cases where there is a statutory requirement to report a complaint and the complaint was made anonymously.
3. In cases where an outside law enforcement agency is called in or an internal investigation is deemed necessary by the Administration, the time limits in this section shall not apply.

O) Negative evaluative information will be removed from the file after two (2) years, providing there has been no reoccurrence of the type of employee behavior which was reported and placed in the employee's file.

P) The Association shall be informed of any change in secretarial leave status, where the employee has been on leave (paid or unpaid) in excess of thirty (30) days. The Association shall receive a copy of any letter executed in compliance with Article IV - Probation, Section A.

ARTICLE IV – LABOR-MANAGEMENT COMMITTEE

A) Both parties agree to the establishment of a Labor-Management Committee to exchange information and ideas between employees and the District.

B) The Committee shall consist of up to three (3) employees from the Bargaining Unit and up to three (3) Management personnel, to be selected by the respective parties.

C) There shall be no contract negotiations at any meeting of the Labor-Management Committee.

D) The Labor-Management Committee (or any meetings or discussions held in connection therewith), shall not be part of the grievance procedure.

E) The Committee shall govern itself (i.e., rules and procedures) by consensus of the Committee members.

F) The parties agree that the Labor-Management Committee will discuss the possible creation of a plan to allow flex time scheduling among bargaining unit members.

ARTICLE V - PROBATION

A) Employees will serve a probationary period of twelve (12) weeks. At the end of the first six (6) week period, the immediate supervisor will inform the Superintendent, or his/her designee, as well as the employee concerned, by letter, whether the probationary employee's work has been satisfactory or unsatisfactory.

B) If, at the end of a ten (10) week period, the employee's work has been unsatisfactory, he/she will be notified and released at the end of the twelve (12) week probationary period. However, the Board of Education reserves the right to release a probationary employee prior to the end of the probationary period should they feel this would be in the best interest of the school system. All employees shall become eligible to enroll in Health, Life, Dental, and Vision insurance programs available in the Walled Lake Schools after serving thirty (30) calendar days on a probationary status. (See Article XVI, A, B, C, D)

C) At the discretion of the Superintendent or his/her designee, the probationary period may be extended an additional four (4) weeks.

D) Probationary employees shall have no right to layoff and recall.

E) Probationary employees shall receive sick days, retroactive to their first day of employment, on the same basis as all other employees with the understanding that no paid sick days can be utilized during the probationary period.

ARTICLE VI - COMPENSATION

A) The salaries of secretaries covered by this Agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect as specified during the term of this Agreement.

B) Any permanent employee regularly employed six (6) hours of work or more per day will be considered as being employed full-time. If the request of an immediate supervisor to extend the contract year of the secretary is approved by Personnel, a supplemental payroll form shall be submitted to Payroll.

C) Hours worked in excess of forty (40) hours in one week, when approved and directed by the immediate supervisor, shall be paid one and one-half (1-1/2) times the straight time rate of pay and that the Fair Labor Standard Act governs the way comp time is awarded for time worked in excess of forty (40) hours. If a secretary works on a Sunday, he/she shall be paid at double his/her straight time rate of pay. If a secretary works on a holiday, he/she shall be paid at triple his/her straight time rate of pay, with no additional amount for the holiday.

D) Any secretary who subs for another secretary in a higher paying classification for five (5) consecutive days shall be paid (retroactively) at the higher rate. In order for this section to apply, the arrangement must be approved in advance, in writing, by the secretary's supervisor. If the supervisor denies approval, the secretary shall be expected to continue to do normal duties as well as essential duties of the absent secretary as assigned, as long as the secretary does not assume substantially all of the responsibilities of the other secretary on a full-time basis.

E) The salaries of secretaries shall be paid out in either twenty (20) or twenty-four (24) equal installments with the initial pay period commencing July 1 for those choosing twenty-four (24) pays and September 1 for those choosing twenty (20) pays of each calendar year. The number of pay periods shall remain the same for each subsequent year unless the secretary notifies the District by June 1 to change the number of pay periods for the following year.

F) 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 VI and Appendix I. 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 has not yet occurred shall be void and of no effect.

G) Any laid-off secretary, who substitutes for a bargaining unit member for more than five (5) consecutive days, will receive their contract rate of pay, retroactive to the first day.

ARTICLE VII - PROFESSIONAL DEVELOPMENT

A) The parties agree that it is mutually beneficial for secretaries to receive training and education to assist in the performance of their work assignments. Such training can be in the form of in-service education, outside seminars, workshops or training sessions or other forms of professional development. The Board shall budget an annual appropriation for such education and training.

B)

1. During the term of this Agreement, elementary secretaries shall receive first aid training as determined by mutual agreement between the Association and the District. Other secretaries who have exposure to or who may handle accident victims may also receive such training if approved by the supervisor.
2. Release time, with full pay, shall be provided for those secretaries participating in the First Aid Program. Any cost (i.e. supplies, travel, etc.) shall be paid by the District. Training sessions shall be scheduled by mutual agreement between the Association and the District with the understanding that such sessions will be scheduled wherever possible at a time which will be least disruptive to the school program.
3. The Administration has the right to identify and require training for secretaries, at the Board's expense.

C) Other education programs that may be provided include: the training of staff when new skills are required (i.e. change in job description and/or new equipment etc.); attendance at workshops authorized outside of the school district, and conventions and seminars.

D) Request for Permission to Attend Forms will be accepted from any secretary. Final approval of the request will be made by the supervisor and the Superintendent or his/her designee. The approval for Section C above will be granted to those members of the bargaining unit whose position requires, upon mutual agreement of the secretary and his/her supervisor, new training or skills. When attendance at conferences, workshops or conventions has been duly authorized, reimbursement for automobile travel shall be the current IRS rate. When possible, share-the-ride should be the practice. Secretaries shall be released from regular duties for in-service training or approved conferences without loss of salary or vacation.

E) The district will schedule one day a year for professional development activities, with Association input, on a day when students are not in session, prior to May 1. Employees will work in the morning and be released from their assignments for professional development activities in the afternoon beginning with the lunch hour. However, at the option of the district, the in-service could be divided so that part of the membership could meet in the a.m. and the other in the p.m.

ARTICLE VIII - HOURS OF WORK

A) The secretary's normal work day shall not exceed eight (8) hours per day. The secretary's normal work shall not exceed forty (40) hours per week, Monday through Friday.

B) The Board recognizes the principle of a normal forty (40) hour work week and will set work schedules and make work assignments which can reasonably be completed within such normal work week. The Board will not require secretaries regularly to work in excess of such normal work week within or outside of any school building. The parties recognize that circumstances do arise which require secretaries to work overtime.

C) The normal work day and work week are not to be construed as a guarantee of hours worked per day or per week. The Board has the right to establish the daily or weekly work schedule and reduce them below the normal schedules indicated above in Sections A and B.

D) Prior to modification of the work schedule, fourteen (14) calendar days' written notice shall be given to a secretary whose work schedule is modified except if the basic work year is increased by three (3) weeks or more, he/she shall receive at least thirty (30) calendar days' advance written notification.

E) All secretaries shall have a duty-free, unpaid, uninterrupted lunch period of not less than thirty (30) minutes. Secretaries will also be provided a fifteen (15) minute relief time in the morning and in the afternoon, which shall include travel time. In no event shall the total time of lunch and break periods exceed sixty (60) minutes in any day, including travel time.

F) When school is cancelled, either District-wide or any individual school building, due to an unscheduled closing (i.e., inclement weather, mechanical problems at a particular building, etc.) and official public notice is announced, secretaries will not be required to report for duty and shall not suffer loss of pay subject to Section 9 below. This provision shall not apply when, in the judgement of the immediate supervisor, the attendance of the secretary is required or other emergencies dictate the need for a secretary as determined by the Administration.

G) If Administration requires a secretary to work on a day when school is cancelled (before classes start), she/he will receive two (2) times their current rate of pay for all hours worked.

H) In the event of adverse conditions on days when students are not scheduled to report, but secretaries are, secretaries shall report unless otherwise directed by the immediate supervisor or his/her designee.

I) Procedure related to unscheduled school closing or shutdown days:

1. <u>District Shutdown</u> - In the event of adverse conditions when all students and teachers are released early, all secretaries (except those who remain at work per Section 3. below) will be released within one and one-half (1-1/2) hours of the dismissal time for students in their building, with no loss of pay. If a secretary is required to stay beyond one and one-half (1-1/2) hours, per Section 3 below will be followed.

2. <u>Partial Shutdown</u> - In the event a building is closed early, the secretaries in the affected building(s) only (except those who remain at work per Section 3. below) will be released within one and one-half (1-1/2) hours of the dismissal time for students in that building with no loss of pay. If the building to be closed is a non-student building, the secretaries in the affected building(s) only (except those who remain at work per Section 3. below) will be released within one and one-half (1-1/2) hours of the decision to close the building.

3. If, in the judgment of the immediate supervisor, the attendance of the secretary is required or other emergencies dictate the need for a secretary as determined by the Administration, secretaries who are required to work past the release time, will receive one and one-half (1-1/2) times their current rate of pay for all hours worked after the release time.
4. In the event it is necessary to close a building for part of a day (less than one and one-half (1-1/2) hours), secretaries may be asked to leave the building during that time and report when the building re-opens. This time will not be included in the secretaries' lunch or break(s) time. If the building cannot be re-opened at the end of the one and one-half (1-1/2) hour time period, the secretaries will be sent home with no loss of pay. If a building needs to be closed within one and one-half (1-1/2) hours of the end of a secretary's day, the secretary will be sent home with no loss of pay. In any event, when a building needs to be closed for more than one and one-half (1-1/2) hours, secretaries will be sent home (except those who remain at work per section 1.c. above) with no loss of pay.
5. The Association President shall receive notification as soon as possible of any and all building closings.
6. If no administrator is present in a building and a need arises to close the building, secretaries will contact the superintendent's office for direction. The superintendent or designee will direct secretaries regarding their responsibilities pursuant to this article.
7. When a secretary has a scheduled vacation day, personal day, approved unpaid leave day or other paid leave day and that day turns out to be a day when school is cancelled, the employee will not be charged for the time off. When a secretary has a scheduled dock day and that day turns out to be a day when school is cancelled, the employee will be charged for the time off and will not benefit from school cancellation.
8. All school year employees will be entitled to six (6) paid unscheduled closing days and will receive pay for any additional days when and if they are made up. After six (6) school closings, any school year secretary who contacts and receives Administrative approval may voluntarily work on a day when school closings occur and shall receive their regular rate of pay and not have to make the day up. In lieu of receiving Administrative approval, a school year employee may apply a vacation day or a docked day.
9. All full year employees will be entitled to six (6) paid unscheduled closing days. Should the number of unscheduled closing days exceed six (6) days for the school year, the full year employee may have the option to work, with administrator approval, and receive their regular rate of pay. If a full year secretary elects not to work under such circumstances, the provisions of Article VIII shall dictate compensation for that employee.

ARTICLE IX - WORK ASSIGNMENTS

A) At the beginning of the school year each principal shall designate a person to act in his/her absence. The Secretary is not to be the designee. This provision shall not in any way affect the work schedule or assignments of secretaries.

B) The Board recognizes that secretaries are not disciplinarians. If a serious problem develops while the principal is out of the building, his/her designee should be notified.

C) Secretaries will not be requested to transport children.

D) Secretaries will be notified of their working calendar by Central Office by May 30th of each year there is a settled school calendar. In years when the calendar has not been settled, Central Office will notify secretaries of their working calendar as soon as possible with copies to the Association.

E) Unless otherwise notified as per other articles or sections of this Agreement, secretaries can assume they will be returning to and working in a continuous assignment.

F) The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, handicap, or membership in or association with the activities of any employee organizations.

G) The work load of the secretaries will be determined by their immediate supervisor.

H) Secretaries are not required to dispense and or witness medicines, but if they do so, they shall be covered under the liability policy of the Board. In addition, when secretaries perform routine first aid and/or emergency assistance, they shall also be covered under the liability policy of the Board. The primary responsibility for providing first aid treatment and emergency assistance rests with Administration.

I) All full-year (52 week) secretaries, normally scheduled to work, may request time off without pay for Winter Break, Mid-Winter Break and Spring Break, with the approval of his/her immediate supervisor with written notice being provided to the Director of Personnel and Community Relations.

ARTICLE X - CLASSIFICATIONS

A) The purpose of classifications is to clearly delineate positions by job responsibility and skills.

B) Secretarial. Clerical classifications for purposes of pay, layoff and recall shall be as follows:

CLASSIFICATION A	
E.S.C. Receptionist (part time)	
CLASSIFICATION B	
Bilingual/ELL/Title One Secretary	Middle School Building Secretary
Business Secretary (part time)	Middle School Counseling Secretary (part time)
Community Ed Accounting Secretary	Middle School Principal Secretary
Community Ed Secretary	Outdoor Education Secretary (part time)
Elementary Principal Secretary	Preschool Secretary
Elementary Building Secretary (part time)	Prime Time Care Billing Secretary
Food Service Secretary	Prime Time Care Secretary (part time)
High School Assistant Principal Secretary	Purchasing Secretary
High School Building Secretary	Special Services Secretary
High School Building Secretary (part time)	Student Services Secretary
High School Counseling Secretary	Student Services Secretary (full/part time)
High School Principal Secretary	Supervisor of Food Service Secretary
Human Resources Secretary (part time)	Substitute Caller Secretary
LA/SS and Math/Science Secretary	Twin Sun Secretary
Maintenance/Facilities Secretary	
CLASSIFICATION C	
Accounting Secretary	Information Systems Secretary
Director of Athletics Secretary	Payroll Secretary
Director of Operations Secretary	Student Services Enrollment Secretary
Director of Special Services Secretary	Special Services Medicaid Secretary
High School Accounts Secretary	Teacher Certification / Records Secretary
Human Resources Secretary	

1. When a job is placed in a department in the bargaining unit which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification to the extent that different skills and responsibilities are required, the Board of Education will, after written notice to the Association President, establish a rate for the new classification which shall be considered temporary for a period of thirty (30) days following the date of notification to the Association President. During this period, the Association may request in writing that the representatives of the Board of Education meet with the Association in order to discuss the rate.

2. If no written request is filed within said period, the rate shall become permanent at the end of such period. If a written request is filed within said period, and as a result a higher rate is established, the higher rate shall be applied retroactively to the date the employee started on the job, except as otherwise mutually agreed.

C) Any modification in existing secretarial job postings will be made only after the Administration has discussed the change with the Association.

D) Upon the ratification of this agreement, a committee comprised of representatives of the Association and the Administration will be established to determine a process for the periodic review of proposed changes to the classification of existing positions. When the committee decides upon the procedure, employees, the Association, and the Administration may submit proposals for possible revision.

E) In the event a reduction of positions results in positions being reconfigured, secretaries in the current positions will be displaced and the new positions will be posted.

ARTICLE XI - SENIORITY, LAYOFF AND RECALL

A) Seniority shall be defined as the length of service within the bargaining unit as an employee in the Walled Lake Consolidated School District and shall begin on the date on which the employee first assumes his/her duties. Seniority shall not accrue for unpaid leaves or while on layoff. All secretarial services to the Walled Lake Consolidated School District effective as of the ratification date of this Agreement shall be applied for purposes of defining seniority for employees covered by this Agreement.

B) Upon the Association President's written request, the Board shall provide one copy of the seniority list of all bargaining unit employees for each contract year.

C) Secretaries who resign or retire shall sever their seniority rights and, if later rehired, will have their seniority determined by a new date of hire. Secretaries who move out of the bargaining unit shall retain their seniority rights and will have this time counted if they are rehired to the bargaining unit at a later date. In cases of layoff or unpaid leave, secretaries shall retain all seniority accumulated as of the effective date of layoff or leave.

D) If two or more secretaries have an equal amount of seniority, the tie shall be broken by a drawing to be held by Administration in the presence of the Association president or his/her designee. The drawing shall take place within ten (10) working days of the hire date, if possible, and written notification of the outcome shall be sent to the affected secretaries. Affected secretaries may attend.

E) Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to decreased enrollment, severe financial distress, school closings, elimination of program or other emergencies as determined by the Board of Education. If it is necessary to reduce staff, layoffs will be made on a seniority basis, by classification.

F) Displacement shall be defined as any person whose position within a classification and work site is eliminated by reduction and the employee has sufficient seniority to avoid layoff.

G) Before official action is taken with respect to any layoff or displacement, written notice of the contemplated reduction shall be provided to the Association. An announcement of each position and employee affected by such action shall be made at the Board meeting immediately following the written notice of contemplated reduction or recall.

H) Any secretary who currently holds a position to be eliminated shall be notified in writing of the impending displacement or layoff no less than twenty (20) calendar days prior to the effective date of the displacement or layoff. Said written notification for displacement shall include the job description and number of work days of the available position into which the employee may bump.

I) A secretary who is on leave and who has requested a return to work prior to the time notice of any recall has been provided, shall be placed on the recall list in seniority order along with any laid-off employees in the same classification and full time or part time status.

J)

1. The displacement and bumping procedure shall be:

    a. Displacement within Classification. Displaced secretaries with greater seniority will be given preference for continued employment over secretaries with the lowest seniority. The displaced secretary (or secretaries) may bump the secretary (or secretaries) with the lowest seniority in the same classification with the same or similar hours.

b. If no jobs are available in the same classification with the same or similar hours, a secretary (or secretaries) may bump the secretary (or secretaries) of lowest seniority in a lower classification with the same or similar hours.

c. If no jobs are available in the same classification with the same or similar hours, and no jobs are available in a lower classification with the same or similar hours, then a displaced secretary (or secretaries) may bump the secretary (or secretaries) with the lowest seniority in the same classification with less hours.

K)

1. A secretary that bumps into another position shall serve a thirty (30) school day trial period. At the end of the first fifteen (15) school days, the immediate supervisor will inform the superintendent or his/her designee, the employee concerned and the Association, by letter, whether the employee's work has been satisfactory or unsatisfactory. In the event the employee's work is deemed unsatisfactory, the employee, Association representative and immediate supervisor will sit down and create a corrective plan. If, at the end of the thirty (30) school day period, the employee's work has been unsatisfactory, he/she will be notified in writing of the impending layoff no less than ten (10) work days prior to the effective date of the layoff.

L) Within five (5) school or working days of receipt of written notification of impending displacement, the secretary will indicate in writing to the Director of Personnel either of the following:

1. The decision to exercise the bumping process and the position they are eligible to assume; or
2. The decision to forfeit the bumping process, accept the layoff and retain recall rights until such time as recall is effected or the secretary terminates the employment relationship with the District. In the event the employee exercises this option, the District shall report to any inquiring agency, that the employee has invoked his/her contractual rights to a seniority layoff.
3. In order to accommodate the various employee work schedules, the parties agree that an employee affected by the bumping process need not be working in order to be accorded the above notification and bumping period.

M) When a layoff, displacement or reduction in the bargaining unit occurs, the Board agrees not to assign the work of those affected positions to co-op students, para-professionals, or non-bargaining unit members as long as a qualified member of the bargaining unit remains on layoff. All FERPA regulations must be followed.

N) Request for Placement into Higher Classification. During a period when secretaries are being notified of layoff and if no jobs are available for secretaries eligible to bump into the same or lower classifications, a secretary may request consideration for placement into a position occupied by the lowest seniority secretary in a higher classification. The Administration has complete discretion as to whether the requesting secretary will be granted the requested position. The Administration's decision will be non-grievable and will be final and binding.

O) Recall from layoff shall be made in the reverse order of layoff within classification or lower classification. Employee shall retain recall rights for a period of three (3) years unless they terminate their employment relationship with the District earlier. Recall or bumping into a less-than-full-time position or lower classification, may be waived by a laid-off employee and will not affect his/her position on the recall list.

P) The recalled employee shall have ten (10) working days to respond to the recall notification which will be sent by registered mail. Failure to respond within ten (10) working days after registered notification is mailed, may be considered a voluntary quit.

Q) Employees with at least one year participation in a health care plan provided by the District will be provided with three (3) months insurance coverage, following the layoff, to the same extent as that provided during employment.

ARTICLE XII - VACANCIES, TRANSFERS, PROMOTIONS

A)

1. For the purposes of this Agreement, a vacancy shall be defined as any current bargaining position which is vacated due to a resignation, retirement, an approved leave of absence of six (6) months or over, a transfer, a promotion or any new position which may be created where the duties and responsibilities are secretarial-clerical in nature.
2. All vacancies shall be filled at the discretion of the Board. When the Board decides to fill a vacancy, it shall be posted and filled within fifteen (15) days if possible. With agreement of the Association the obligation to post may be waived.
3. For purposes of this Agreement, a transfer shall be defined as a lateral move within a classification or to a lower classification.
4. For purposes of this Agreement, a promotion shall be defined as a move to a higher paying position within the bargaining unit.

B) Whenever any vacancy or other special opportunity in any secretarial or clerical position in the District shall occur, the Superintendent or his/her designee shall publicize the same by giving written notices of such vacancy to the Association and providing for appropriate posting in every school building. Before any vacancy can be filled by a laid off bargaining unit employee or be posted externally, a one-time internal posting/transfer will take place for any member in the bargaining unit. If no bargaining unit member is selected to fill the vacancy, then a recall will occur in accordance with Article XI, Section O. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) working days.

C) In reviewing an employee's request for transfer or promotion, the employee must have no recorded disciplinary actions in the past two (2) years. Due consideration will then be given to qualifications, job performance, attendance and other considerations as determined by Administration. When these are judged to be equal by Administration, the employee with the greatest seniority will be selected.

D) For employees granted a transfer or promotion, on or before the thirtieth (30th) working day the District may disqualify the employee from the position and the employee shall be returned to her/his former position.

E) When a secretary applies for a transfer or promotion, he/she shall be notified in writing regarding the disposition of the application. A maximum of ten (10) internal applicants, by seniority, shall be provided an interview. The Board agrees that all unsuccessful candidates may request and shall be granted a conference with the Human Resources Manager or his/her designee to discuss specific reasons why the applicant was not selected.

F) The Association shall be notified in writing by the Human Resources Department when a new or existing position has been filled, by whom it has been filled and the salary step.

G) Outside experience may be granted on the salary schedule to employees new to the Walled Lake Schools at the discretion of the Administration. Former secretarial employees of the Walled Lake Schools will be granted full experience credit on the salary schedule for their secretarial work in the District. Upon placement of a new or returning bargaining unit employee, the Association will be notified of their salary schedule placement.

H) Since Administrative transfers of employees from one school to another or within a school may be disruptive of effective administration and interferes with optimum employee performance, the parties agree that Administrative transfers are to be minimized. In the event it is necessary to transfer employees administratively, the employer will attempt to equalize Administrative transfers by hours and days worked.

I) A secretary who is displaced from their position may request a "first right of refusal" for two years from the date in which they are notified of the transfer. A "first right of refusal" letter must be submitted to the Human Resources Manager within thirty (30) calendar days after being notified they will be displaced.

J) Any employee desiring to apply for a transfer to another position shall make such request in writing, stating what position is desired.

ARTICLE XIII - DISCIPLINE, DEMOTION, DISCHARGE

A) Discipline, discharge, suspension or demotion of any non-probationary secretary shall be made only for just cause. Such action may constitute a case to be handled in accordance with the grievance procedure. The parties agree that in general, discipline shall be progressive in nature. Depending upon the circumstances and the severity of the conduct of the employee, progressive discipline will not always be required. The disciplinary action taken shall reflect the degree that is consistent with the seriousness and nature of the offense. Disciplinary action, as set forth in this Agreement, shall be defined as any verbal or written warning, reprimand, suspension, demotion or discharge.

B) Secretaries may be discharged for inefficiency, insubordination, or violation of Board policies and for cause shown.

C) Notice of intent to suspend or discharge a non-probationary secretary for cause shall be made in writing by the Superintendent and be delivered to the employee with a copy to the Association.

D) At the election of the secretary, all disciplinary action against the secretary shall be provided to the Association. In those cases where the secretary elects not to have the Association notified, the Uniserv Director will be verbally advised.

E) The Board shall honor written requests to remove evaluative and disciplinary information from an employee's file in accordance with the Bullard-Plawecki Act. Negative material will be removed from the file after two (2) years providing there has been no reoccurrence of the type of employee behavior which was reported and placed in the employee's file.

ARTICLE XIV - RESIGNATION AND RETIREMENT

A) Resignations:

1. Secretaries desiring to leave the employ of the District are required to give two (2) weeks written notice of such intent to the Personnel Office. Failure to do so will result in such secretary losing credit for service time for pay purposes and vacation time should the secretary be rehired at a later date. Failure to notify will also result in loss of pay for sick days as described in Section C of this Article.

2. Vacation pay will be forfeited by any secretary who resigns without giving the District at least two (2) weeks' notice or who is dismissed prior to June 30th of any year. Should a secretary leave by giving due notice, or should a secretary be laid off because of reduction of staff, such secretary will receive pay prorated according to how much vacation time he/she has accumulated.

B) Retirement. A secretary who retires from the Walled Lake Schools (meaning the employee is eligible to draw monies from the Michigan Public School Employees Retirement System) and who has fifty (50) or more unused sick days prior to the calculations described in C below, shall receive an additional Three Hundred Dollars ($300) bonus added to the benefits described in C of this Article.

C)

1. After five (5) years of consecutive service and upon resignation, or retirement, pay for one-half (1/2) of the unused sick days, not to exceed sixty (60) days will be given to the secretary.

2. After ten (10) years of consecutive service and upon resignation or retirement, pay for one-half (1/2) of the unused sick days, not to exceed one hundred twenty (120) days, will be given to the secretary.

3. Upon the death of a secretary, regardless of length of service, the secretary's estate will receive pay for one-half (1/2) of his/her unused sick days, not to exceed one hundred twenty (120) days, provided he/she was an employee of the District at the time of death.

4. In this instance, "consecutive service" means employment time with the District in any capacity that is counted toward seniority, i.e. unpaid leaves of absence will not count towards the five (5) or ten (10) years of service unless the secretary is on an approved medical or FMLA leave of absence up to ninety (90) days; any employee whose employment is terminated with the District, will be allowed a one-time return without interruption to their "consecutive service" credit. Thereafter returns to work shall begin employment with zero consecutive service credits.

D) An employee with ten (10) years of consecutive service with the District in any capacity who retires after the date of ratification of this Agreement, shall be provided severance pay in the amount of $150.00 per year of service, up to a maximum payment of $3,000.00. Retirement for the purposes of this section means a retiring employee who is eligible to draw monies from the Michigan Public School Employees' Retirement System.

E) All monies payable upon retirement will be paid via the Board of Education approved Special Pay Plan, subject to the limitations of the Plan.

ARTICLE XV - LEAVES

A)

1. Sick leave. Sick leave days will be credited to each secretary at the beginning of each school year at the rate of one-half (1/2) day per pay period, with a maximum accumulation being one (1) sick day per month. Total accumulation will be on an unlimited accumulated basis. By July 1 of each school year, all less than full-year secretaries will receive written notification showing how sick days were calculated for the upcoming school year.
2. If an employee uses more sick days than they earned, those days will be deducted from the following year's days prior to the accumulation credit at the beginning of the next year. An employee must meet a one (1) pay-period-at-work requirement at the beginning of each work year (for less than full year employees the beginning of the school year) to be eligible for the yearly credit of sick leave days.
3. Accumulated sick leave may be used for personal sickness or death in the immediate family of the employee. Before payment for sick leave is made, the school Administration has the right to request a doctor's statement to verify illness should it be deemed necessary.

B)

1. Personal Business Days. Two (2) days of sick leave may be used each year as personal business days with Administrator approval. Personal business days are not intended to extend a vacation or scheduled break, or for recreational purposes.
2. 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.
3. Written request for the day off must be received at least three (3) days before the day the employee wishes to be off. Requests will be granted only when there is sufficient number of employees to cover the work load.
4. The day before and the day after a paid holiday or a scheduled vacation day cannot be used as a business day.

C) An employee may request to use vacation days as sick leave days after his/her personal accumulation has been expended with proper request to the Director of Personnel. If an employee has short term disability income protection, he/she may elect to freeze his/her sick days to enable him/her to utilize short term disability, by written notification to the business office with a copy to the Personnel Department.

D) Funeral leave.

1. Each employee shall be entitled to leave with pay in the following cases without charge to his/her sick or personal business leave bank: Death in the immediate family of the employee and/or a spouse, or persons living in the same household, for a period not to exceed three (3) days. Immediate family shall mean mother, father, brother, sister, child, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, nieces, nephews, grandchild, grandparents, and grandparents-in-law. Additional time beyond the above three (3) days for bereavement leave, if granted by the Director of Personnel will be deducted from leave accumulation.

2. In the case of death of a secretary's spouse or child the secretary will be granted, upon request, up to one (1) week (5 working days) leave without loss of pay or leave days.
3. Time shall be allowed to attend the funeral of a person whose relationship to the secretary warrants such attendance. The release from work shall be subject to the immediate supervisor's approval. The day lost will be deducted from leave accumulation.
4. Administration (and for work release pursuant to Section D (3) above, the Supervisor) has the right to request and receive appropriate (in the discretion of Administration) substantiation of attendance at the funeral (a funeral home memorial card is one example that may be sufficient), and verification of residence of an individual residing in the household, if applicable, prior to payment for funeral leave.

E) The amount of pay given when an employee is absent due to illness shall be based on the employee's current hours and rate of pay.

F) When illness falls on a holiday, no deduction shall be made from the employee for that time which is considered a holiday.

G) Jury Duty. A secretary who is called to jury duty shall receive the difference between his/her regular salary and the jury fee with no loss of accumulated leave for each day he/she serves on the jury and on which he/she would have otherwise been scheduled to work. On days the secretary is not called to jury duty, he/she will report to work.

UNPAID LEAVES

H) In all leaves set forth below, accumulated leave days will be maintained. Seniority will not accrue on unpaid leave, however, all seniority accumulated as of the effective date of leave will be maintained. The employee's job will be considered vacant after six (6) months of unpaid leave. Six (6) months means absence for the equivalent of six (6) scheduled months of work during a twelve (12) month period. Under unique circumstances, the District and the Association may agree to hold the employee's position for more than six (6) months during a twelve (12) month period.

I) A leave of absence without pay of up to one (1) year may be granted to any employee at the discretion of the Board. Such requests shall be made in writing to the Director of Personnel at least thirty (30) days prior to the requested beginning date of the leave and shall include the reason for the leave as well as the anticipated date of return.

J) A leave of absence without pay shall be granted to an employee for the purpose of child caring after the birth or adoption of a child. All such requests shall be in writing to the Director of Personnel at least thirty (30) days prior to the requested beginning date of the leave, and shall include the anticipated date of return. The initial time of the leave will constitute leave time under the Family and Medical Leave Act (up to the period of remaining eligibility for the employee). The total time of the leave shall not exceed a one (1) year period. A second year of leave may be granted upon written request received by the Personnel Department prior to the expiration of the leave.

K) Any employee whose personal illness extends beyond the period compensated under this Article shall be granted a leave of absence without pay of up to one (1) year. A physician's statement may be required when returning from a leave of absence.

L) When the employee is scheduled to return from leave, he/she shall first return to his/her original position if the leave is six (6) months or less or if the position is vacant, then the first vacant position in his/her original classification or finally, to a vacant position in a lower classification. No employee shall be forced to accept a position with fewer hours or a lower rate of pay than his/her original position and may choose to continue on an unpaid leave. An employee returning from an unpaid leave shall be assigned subject to provisions of Article X of this Agreement. Should the secretary fail to accept any position within the same classification and with the same number of hours of work, it shall be considered a voluntary quit. If a secretary accepts a position in a lower classification or with fewer hours, and a position opens up in a higher classification or with more hours, the secretary will have the right to apply for a transfer to the new position and will be considered in the same fashion as all other secretaries.

FAMILY AND MEDICAL LEAVE

M) 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:

1. 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.
2. 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.
3. To care for a spouse, child or parent who has a serious health condition.
4. 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 or medical leave must be submitted in writing to the Personnel Department at least 30 days prior to 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 delayed 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 M 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.

   e) 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:

(1) The date the serious health condition began.

(2) The expected duration.

(3) The appropriate medical facts regarding the condition, the diagnosis and a brief statement of treatment.

(4) 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.

(5) 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 work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position.

5. 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.

6. A family or medical leave under this section is an unpaid leave. However, the employee must first use all paid leave time (i.e. vacation, sick leave, or available short-term disability leave). Once all paid leave time is used, the remainder of the twelve (12) weeks of leave will be unpaid. Where an employee is eligible to utilize short-term disability benefits during the Family Medical Leave, this section will apply to require the employee to use paid leave (sick time or vacation) during the disability qualification period and for all time (if any) following termination of disability benefits during the leave period.

7. 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.

WORKER'S COMPENSATION

N) An employee who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of excludable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the worker would have received from his/her regular wage amount according to his/her placement on the wage schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.

ARTICLE XVI - FRINGE BENEFITS

Eligible full-time employees (those working 6 or more hours per day) may elect insurance coverage for hospitalization, life (with AD&D), dental (including orthodontics) and vision coverage. The available coverage under each of those categories may be different depending on the package chosen by the employee. To be eligible for this coverage, an employee must have completed his/her probationary period (30 calendar days). The insurance carrier (provider) will be selected by the Board with notice to the Association. The benefits available for each of the specified coverages are as follows below:

In accordance with Public Act 152 of 2011, the District will pay the maximum amount of the hard cap for medical insurance premiums. Any costs in excess of the hard cap will be the employee's responsibility to pay. Specifically, all eligible, qualifying, and enrolled members will remain on the HMO medical plan. For the 21-22 school year, that plan is the Blue Care Network HMO referenced in Section A.1 below. Either party may reopen Article XVI Fringe benefits, Section A.1 in years two or three of this contract for the purpose of negotiating medical insurance.

(Note: The dollar amounts in this section are accurate for the 2021-22 school year.)

Use the link below to see the details for the current year. Note that these details are not available until just prior to any given school year.

https://www.wlcsd.org/staff-portal-2/benefits

A) PACKAGE A-1, THOSE ELIGIBLE AND ENROLLED IN THE HEALTH INSURANCE PLAN:

1. Medical Insurance

The Board will provide one of the following medical insurance plans in a HDHP plan for all employees who are eligible for the plan. The benefit includes the following features:

	In Network
PAK A-1 Blue Care Network HMO	
Individual/Family Deductible	$1,400 / $2,800
Coinsurance Amounts	20% after ded.
Individual/Family Out-of-Pocket	$2,300 / $4,600
PRESCRIPTION DRUGS	***Rx Copay After Ded.***
PAK A-1	
Tier 1 – Generic/Select	$4 / $15
Tier 2 – Preferred Brand Name	$40
Tier 3 – Non-Preferred Brand Name	$80
Tier 4/Tier 5	20% Copay ($200/$300 max)

Additionally, an employee may elect to enroll in a Health Savings Account and contribute pretax dollars to fund the deductible.

2. Dental Coverage

The Board will pay the premiums to provide dental insurance. The coverage amount will be based on whether or not the spouse has other dental coverage.

- Without Other Dental (Non COB)
  - Type 1 – 80%, Type 2 – 80% and Type 3 – 80% up to an annual maximum of $1,000 every calendar year.
  - Type 4 – 60% up to a lifetime maximum of $1,300.

- With Other Dental (COB)
  - Type 1 – 50%, Type 2 – 50% and Type 3 – 50% up to an annual maximum of $1,000 every calendar year.
  - Type 4 – 50% up to a lifetime maximum of $1,000.

    (a) Type 1 benefits are for preventive services such as cleanings (limit 2 per year).
    (b) Type 2 benefits are for basic services such as cavity fillings.
    (c) Type 3 benefits are benefits such as crowns and dentures.
    (d) Type 4 benefits are orthodontic services. No adult orthodontic coverage (19 years of age or older) is available.

3. Vision Coverage

i) The vision plan benefits available are based upon a Plan 2 program and shall include the following:

Services:	**In Network:**	**Out-of-Network:**
Examination – once a calendar year	Covered 100% (after $6.50 co-pay)	Optometrist reimbursed up to $28.50 Ophthalmologist reimbursed up to $38.50
Frames – once a calendar year	Up to $65 retail	Reimbursed up to $44
Services:	In Network:	Out-of-Network:
Lens – once a calendar year		Clear / Photogrey &Transitions / Polarized / Color Tints & Coats
Single	Covered 100% after $18 co-pay	$29 / NA / $18 / $4 reimbursement
Bi-focal	Covered 100% after $18 co-pay	$51 / NA / $30 / $10 reimbursement
Tri-focal	Covered 100% after $18 co-pay	$63 / NA / $38 / $12 reimbursement
Lenticular	Covered 100% after $18 co-pay	$75 / NA / $44 / $14 reimbursement
Contact Lens (in lieu of lens/frame) – once a calendar year		
Elective	Up to $90	Reimbursed up to $90
Medically necessary (prior authorization is required):	Covered 100%	Reimbursed up to $175

If covered participants choose extra options, the employee is responsible for the additional cost of the options to be paid directly to the provider.

4. Life Insurance Coverage

a) Fifteen Thousand ($15,000) Dollars life insurance policy with AD&D from an insurance carrier selected by the Board, subject to the provisions of this section. Such insurance shall pay double in the case of accidental death or dismemberment.

b) Employees who have Board-provided term life insurance shall have a thirty-one (31) day conversion right upon termination of employment. Any employee electing the right to conversion in order to keep term life insurance in force, must contact the insurance carrier within thirty-one (31) days of the last day of employment.

c) The life insurance policy shall pay to the employee's beneficiary the aforementioned sum within the underwriting rules and regulations as set forth by the insurance carrier.

B. PACKAGE B – THOSE ELIGIBLE AND NOT ENROLLED IN THE HEALTH INSURANCE PLAN:

1. Hospitalization Insurance – No coverage

2. Dental Coverage

The Board will pay the premiums to provide dental insurance. The coverage amount will be based on whether or not the spouse has other dental coverage.

- Without Other Dental (Non COB)
  - Type 1 – 80%, Type 2 – 80% and Type 3 – 80% up to an annual maximum of $1,000 every calendar year.
  - Type 4 – 80% up to a lifetime maximum of $1,300.
- With Other Dental (COB)
  - Type 1 – 50%, Type 2 – 50% and Type 3 – 50% up to an annual maximum of $1,000 every calendar year.
  - Type 4 – 50% up to a lifetime maximum of $1,000.

    (a) Type 1 benefits are for preventive services such as cleanings (limit 2 per year).
    (b) Type 2 benefits are for basic services such as cavity fillings.
    (c) Type 3 benefits are benefits such as crowns and dentures.
    (d) Type 4 benefits are orthodontic services. No adult orthodontic coverage (19 years of age or older) is available.

3. Vision Coverage

a) The vision plan benefits available are based upon a Plan 3 program.

Services:	**In Network:**	**Out-of-Network:**
Examination – once a calendar year	Covered 100%	Optometrist reimbursed up to $35.00 Ophthalmologist reimbursed up to $45
Frames – once a calendar year	Up to $65 retail allowance	Reimbursed up to $55

Lens – once a calendar year		Clear / Photogrey &Transitions / Polarized / Color Tints & Coats
Single	Covered 100%	$38 / NA / $18 / $4 reimbursement
Bi-focal	Covered 100%	$60 / NA / $30 / $10 reimbursement
Tri-focal	Covered 100%	$72 / NA / $38 / $12 reimbursement
Lenticular	Covered 100%	$108 / NA / $30 / $10 reimbursement
Contact Lens (in lieu of lens/frame) – once a calendar year		
Elective	Up to $115	Reimbursed up to $115
Medically necessary (Prior authorization is required):	Covered 100%	Reimbursed up to $200

If covered participants choose extra options, the employee is responsible for the additional cost of the options to be paid directly to the provider.

4. Life Insurance Coverage

a) Forty Thousand ($40,000) Dollars life insurance policy with AD&D from an insurance carrier selected by the Board, subject to the provisions of this section.

b) Employees who have Board-provided term life insurance shall have a thirty-one (31) day conversion right upon termination of employment. Any employee electing the right to conversion in order to keep term life insurance in force, must contact the insurance carrier within thirty-one (31) days of the last day of employment.

c) The life insurance policy shall pay to the employee's beneficiary the aforementioned sum within the underwriting rules and regulations as set forth by the insurance carrier.

5. Cash In Lieu

Employees enrolled in Package B will receive a twenty dollar ($20) monthly stipend.

C) PACKAGE C – THOSE ELIGIBLE AND NOT ENROLLED IN ANY INSURANCE PLAN:

1. **Hospitalization Insurance** – No coverage
2. **Dental Coverage** - No Coverage
3. **Vision Coverage** - No Coverage
4. **Cash in Lieu** – Employees enrolled in Package C will receive a payment of one hundred dollars ($100) per month in lieu of any other benefits under Package A or B. An employee may choose to enroll in the life insurance. The amount of the Life Insurance will be deducted from that amount.
5. **Life Insurance Coverage**
   a) Fifteen Thousand ($15,000) Dollars life insurance policy with AD&D from an insurance carrier selected by the Board, subject to the provisions of this section.
   b) Employees who have Board-provided term life insurance shall have a thirty-one (31) day conversion right upon termination of employment. Any employee electing the right to conversion in order to keep term life insurance in force, must contact the insurance carrier within thirty-one (31) days of the last day of employment.
   c) The life insurance policy shall pay to the employee's beneficiary the aforementioned sum within the underwriting rules and regulations as set forth by the insurance carrier.

D) Insurance packages A, B and C set forth in the Master Agreement, are included as part of the District's Cafeteria Plan and/or Flexible Spending Account (FSA) both of which are intended to qualify under Internal Revenue Code (IRC) §125. Employees shall be required to make advance elections (which are generally irrevocable during each coverage period) as required under applicable IRC provisions and regulations.

E) It is understood that the above packages are subject to the terms and conditions specified in the contract between the Board and the carrier and that the insurance coverage will be continued by the Board for the two (2) month COBRA waiting period following the date of lay-off or leave or Leave of Absence for illness or maternity.

F) The Board will make available the necessary forms for enrollment in hospitalization, life insurance, vision and dental programs. It is the responsibility of the employee to timely complete and return the forms in order to have the above coverage.

G) The elected coverage shall be provided on a twelve (12) month basis and shall be terminated on the date the employee is no longer employed by the Walled Lake School District, except as otherwise provided in the Master Agreement or by law. However, a secretary may continue health insurance for up to eighteen (18) months during lay-off or leave by pre-paying monthly the group rate premiums or as provided by the law.

H) The Board will pay the premiums for a ten thousand dollar ($10,000) life insurance policy (AD&D) for all less than full-time bargaining unit members (i.e. employees working less than 6 hours per day).

I) The Board agrees to make deductions for all district-approved, tax-sheltered annuity programs, subject to Internal Revenue Service Code Section 403 (b) and/or 457 plan.

J)

1. The Board shall not be required to provide hospital/medical insurance coverage to an employee or his/her family members who is/are under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board, and that employee is eligible to elect Package B or C coverages. The employee must certify to the business office that he/she and family members are not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board.
2. An employee or his/her family member(s) who cannot withdraw from coverage under the other policy may request coverage under the Board's hospital/medical plan. The determination to allow coverage must be by a majority of Committee consisting of two Administrative representatives and two Association representatives. The decision of this Committee shall be final and binding on the Board, Association and employee.
3. Employees who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program for the remainder of that year.

K) The Board has the right to compare the cost of the existing insurance packages to comparable coverage. Comparability will be based on the actual number of employees enrolled in each plan during each school year. The Board has the right to switch to a comparable plan or different carrier only one time during any calendar year, in order to effectuate cost or administrative savings. If the costs for the comparable plan or different carrier would be less than the current plan, the Association may elect to switch its membership to the comparable coverage or continue with the current plan with all additional costs being the obligation of the employees, which amounts shall be deducted through payroll deduction. The Association must so elect within thirty (30) days of receipt of written notice to the Association prior to any switch to a comparable plan or different carrier. Such notice shall include the cost and/or administrative savings to be effectuated. It is understood that it may take some months to effectuate a change in plans or carriers and that employees would remain on the existing plan coverage during the transition.

L) The District Cafeteria Plan shall permit a participant to revoke a benefit election after the period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage if both the revocation and new election are on account of and consistent with a change in family status as defined under IRC §125 regulations, as the same may be amended from time to time (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of spouse) provided, the new election is made within thirty (30) days of the qualifying event and is made as permitted under the applicable insurance policies.

M) Eligibility and coverage shall be limited by the rules and regulations of the underwriting carrier and all disputes concerning coverage or benefits shall be strictly between the employee and the carrier and shall not be the subject of a grievance procedure dispute.

N) Eligibility shall be based on the employee meeting the “at work” requirements of the policy or carrier.

O) The District shall not be liable for an employee’s failure to notify the District of a change of status in family which might affect coverage. Employees who do not notify the District of a change in family status within thirty (30) days of the change will be held liable for any costs incurred by the District, beyond the change of status obligation.

ARTICLE XVII - HOLIDAYS AND VACATIONS

A) Holidays

1. The following days shall be recognized as paid holidays:

July 4	Christmas Day	Day after New Year's Day
Labor Day	Day after Christmas	Good Friday
Thanksgiving Day	New Year's Eve	Easter Monday (see below)
Day after Thanksgiving	New Year's Day	Memorial Day
Christmas Eve		

Easter Monday to be taken as a floating holiday on a date approved by the supervisor.

2. All secretaries are paid for the holidays as listed above which occur during their scheduled work year.
3. In order to receive compensation for a paid holiday, the secretary must work the scheduled day before and after the holiday, unless the employee is on funeral leave, an approved paid vacation, or a doctor's excuse is presented to substantiate that the employee is on a previously scheduled medical leave of absence. If, due to extenuating circumstances, the secretary does not work the scheduled day before and/or after the holiday, she/he shall not be penalized so long as prior notice has been given to his/her immediate supervisor. Administration has the right to request verification of such extenuating circumstances.
4. During any school holiday (when school is not in session) that is not provided to the secretaries under the above schedule, a full year employee may work with Administrative approval or take a vacation day, personal day, leave day or dock day. This provision shall apply to all days over winter break, mid-winter break and spring break that are not listed as holidays above. When known, such school holidays will be provided to the secretaries at the time they receive their calendars for the year.
5. A holiday which falls on a Sunday will be taken on the following Monday and a holiday falling on a Saturday will be taken the preceding Friday.

B) Vacations

1.

   a) All secretaries with a work calendar which requires them to work 247 days will receive vacation benefits according to B. 2, below. For purposes of this article, "work calendar" shall be defined as scheduled working days, minus paid holidays. The number of days used as the basis for figuring the work calendar will reflect the actual number of workdays, including vacation days in the current year. Vacation days accrue each fiscal year, to be taken the following fiscal year.

   b) All less than full year secretaries, hired before July 1, 2017, with a work calendar which requires them to work less than 247 days will receive vacation pay at the end of the school year based on a pro rata basis, equal to the fraction her/his work calendar bears to the 247 workdays in the year. No later than July 1st of each year, all less than full year secretaries will be given a written example of how vacation days are calculated. Less than full year secretaries hired after June 30, 2017 will not receive vacation pay.

2.

Year of Employment	No. of Vacation Days
1st year	Prorated based on 10 days
2nd-4th year	10 days
5th year	12 days
6th year	13 days
7th year	14 days
8th year	15 days
9th year	16 days
10th year	17 days
11th year	18 days
12th year	19 days
13th year or more	20 days

3. Any secretary hired on or after July 2 and not later than January 25, shall use the preceding July 1 as their vacation schedule anniversary date; secretaries hired on or after January 26 shall use July 1 of that year as their vacation schedule anniversary date.

4. A secretary who was hired prior to June 17, 1999, and accumulates thirteen (13) years or more of service as a secretary with the Walled Lake Schools will receive twenty (20) vacation. days Effective for employees hired as a secretary after ratification of June 17, 1999, the twenty (20) vacation days shall be prorated according to Section B 1 above.

5. Any secretary who enters the bargaining unit who has previously been employed by the Walled Lake Consolidated Schools with no break in service and who had vacation benefits in the previous position shall have no fewer vacation days than she/he had in the previous position. When this occurs, the secretary's progression for vacation days will increase from the years of employment which coincide with the vacation days she/he had in the previous position.

6. Full year employees may receive pay for no more than five (5) unused vacation days at the end of any fiscal year. All secretaries may receive pay for up to a maximum of five (5) unused vacation days in December as long as they have been earned. (The parties have verbally agreed to continue the current practice of allowing employees to carry over vacation days with the approval of the immediate supervisor.)

C. Less than full year secretaries must take vacations during non-school time. In the case of an emergency or extenuating circumstances, school time can be taken for vacations with the written approval of the Director of Personnel. Unused vacation pay will be received at the end of the school year for less than full year secretaries hired before July 1, 2017. When vacation is allowed, vacation pay shall be paid to each secretary on the last pay day before such secretary's vacation period, if requested in writing at least one week before such pay day.

D. Secretaries are permitted, whenever practical, to choose either a split or an entire vacation as approved by the immediate supervisor.

E. Holidays occurring during the vacation period shall not be charged against the vacation allowance. In order to receive compensation for a paid vacation, a secretary must work the scheduled day before and after the vacation unless that day(s) is a holiday, or the employee is on funeral leave. If, due to

Extenuating circumstances, the secretary does not work the scheduled day before and/or after a vacation day, she/he shall not be penalized so long as prior notice has been given to his/her immediate supervisor. Administration has the right to request verification of such extenuating circumstances.

F. Upon resignation, termination of service, or transfer to a position requiring fewer or more working hours or weeks of employment, employees shall receive any unused vacation (the following pay period) at the rate of pay received by them at the time it was earned provided such a resignation or termination is in accordance with this agreement. All monies payable upon retirement will be paid via the Board of Education approved Special Pay Plan, subject to the limitations of the Plan.

G. A less than full year bargaining unit member who transfers to a full year position will be allowed to carry all earned vacation days to their new position.

ARTICLE XVIII - GRIEVANCE PROCEDURE

A)

1. Any employee or group of employees of the Association claiming that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may process the claim as a grievance as hereinafter provided.

2.

   a. Prior to the initiation of the formal grievance procedure, the employee shall discuss the problem with the immediate supervisor. This discussion shall be held one-on-one at a time and place where both individuals are reasonably free from distraction. This initial step will be taken by the employee individually and shall take place not more than seven (7) business days after the event or occurrence, which is the basis of the grievance, becomes known to the employee. For grievances involving hiring decisions, the informal step shall be with the leader of the hiring team.

   b. If the matter is not fully resolved by the informal discussion, or it is necessary or helpful to ascertain further facts regarding the issues raised, a second informal meeting shall be held between the employee and the immediate supervisor at the request of either party. A representative of the Association can be present at this second informal meeting at the option of the employee. The interview team leader may include the Director of Labor in the informal resolution. The second meeting shall be held not more than eight (8) business days after the first informal meeting.

3. **Step 1** - In the event that the problem is not resolved informally, the employee may file a formal, written grievance with the Association with a copy to the employee's immediate supervisor and the Director of Labor. The written grievance must be filed in this manner not more than fifteen (15) business days after the event or occurrence which is the basis of the grievance becomes known to the employee. After the Association and the employee's immediate supervisor have received the grievance, designated representative(s) of the Association and the employee involved shall meet with the appropriate supervisor in a scheduled meeting within five (5) business days of the date the grievance was filed. The appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) business days of the Step 1 meeting and a copy shall be furnished to the Association President, the Grievance Committee Chairperson, the Director of Labor and the grievant.

4. **Step 2 -**

   a. In the event the employee is not satisfied with the response of the Supervisor, the grievance shall be transmitted to the Director of Labor within five (5) business days of the Step 1 response. A meeting will be scheduled between the grievant and the Director of Labor within ten (10) business days of the receipt of the grievance. Within ten (10) business days after the Step 2 meeting, a written disposition of the grievance shall be made by the Director of Labor and a copy shall be furnished to the Association President, Grievance Committee Chairperson, and the grievant.

   b. In the event that the Director of Labor hears the informal step or step 1, the grievance shall be transmitted to the Assistant Superintendent of Schools within five (5) business days of the Step 2 response. A meeting will be scheduled between the grievant and the Step 3 Administrator within ten (10) business days of the receipt of the grievance by the Step 3 Administrator. Within ten (10) business days after the Step 3 meeting, a written disposition of the grievance shall be made by the Step 3 Administrator and a copy shall be furnished to the Association President, Grievance Committee Chairperson and the Grievant.

5. **Step 3** - If a full resolution has not been made at Step 2 (or if no formal disposition has been made within the period provided above), either the Association or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. Such request for mediation must be made not more than three (3) business days after delivery of the Step 2 formal disposition or the due date of the formal disposition if the same has not been made. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than three (3) business days following receipt of the request.

6. **Step 4** - If the matter is not resolved at Step 3, 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 no later than twenty (20) business days after the receipt of Step 3 response (if the grievance is not mediated), or the conclusion of the mediation hearing. 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) The arbitrator 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.

7. If a grievance arises in more than one building, or involves more than one employee, it shall be initiated by the Association, and be transmitted directly to the Step 1 Administrator in writing. The written grievance shall be filed with the Step 1 Administrator within fifteen (15) business days after the event or occurrence which is the basis for the grievance becomes known to an affected employee. All Association grievances shall be first discussed informally with the Step 1 Administrator.

B) All meetings concerning grievances are to take place at reasonable hours and will not interfere with the assigned duties unless said meetings are called by school administration, Board or arbitrator. All employees directly involved in the grievance or arbitration hearing, as mutually agreed on by the Superintendent and President of the Association, shall be released from their work responsibilities to be present at such meeting with no loss of pay when called by the above parties.

C) The time limits described shall be strictly observed, but may be extended with mutual consent, in writing. Failure on the part of an administrator to timely respond shall not constitute a granting of the grievance.

D) If any individual employee has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance may be adjusted without prior notification to the Association. An opportunity for the Association representative to be present shall be provided.

E) No adjustment of any grievance shall be made which is inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the employee shall be the sole responsibility of the Association.

F) The Association will furnish the Board with the names of its Association representatives, grievance committee members, Association officers and Association staff, and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such employee purporting to be representatives.

G) During each step where a grievance is reduced to writing, the written statement shall clearly specify:

1. The name or names, and signature(s) of the aggrieved person or persons.
2. The specific section of the Master Agreement alleged to have been violated.
3. In what way there has been a violation, misinterpretation or misapplication of this Agreement or rule or regulation of the Board.
4. When this alleged violation occurred.
5. The proposed remedy or remedies for resolution of the grievance.

H) All documents, communication and records dealing with the processing of a grievance shall be filed separately from the building and personnel files of the participant(s).

I) The substance of a formal evaluation shall not be subject to the grievance procedure. Disputes concerning compliance with the evaluation procedures, however, may be grieved.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

A) The Superintendent or his/her designee shall, upon request by the Association, provide pertinent information relative to fiscal, budgetary and tax programs affecting the District. Whenever feasible, the Association shall have the opportunity in advance to consult with the Superintendent or his/her designee with respect to such issues.

B) This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

C) Copies of the Agreement shall be printed at Board expense within ninety (90) days after ratification by the parties. The Board shall furnish each currently employed bargaining unit member with a contract and shall provide each newly hired bargaining unit member with a contract. Additionally, the Board shall furnish the Association with twenty (20) additional contracts.

D) If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E) A secretary who uses his/her own vehicle in the performance of job related tasks as assigned by the immediate supervisor shall be reimbursed at the current IRS rate for mileage.

F) Volunteers shall be encouraged to work in the buildings, however, no volunteer shall be placed in a position which displaces a secretary or violates FERPA.

ARTICLE XX - EMPLOYEE EVALUATIONS

A) All new secretaries shall be evaluated in writing prior to the end of the probationary period.

B) After completion of the probationary period, all secretaries shall be evaluated in writing at least annually.

C) Secretaries shall be evaluated by their immediate supervisor. Each secretary shall be given the opportunity to discuss and review the evaluation with her/his supervisor in a personal conference.

D) Each secretary must sign the evaluation to signify that she/he has received and read the evaluation. A signature does not mean that the employee agrees with the content of the evaluation. An employee shall have the right to attach rebuttal statements to the evaluation.

E) The written evaluation and any rebuttal comments shall be inserted in the secretary's personnel file.

F) The appropriate evaluation form to be used is included in Appendix II.

G) In the event a secretary who is scheduled to be evaluated is not formally evaluated, she/he shall be deemed to be performing at a satisfactory level.

H) No secretary shall be marked unsatisfactory in any category unless a concern or problem has been previously brought to the attention of the employee in writing prior to the evaluation.

I) Evaluation of a secretary’s performance shall be based upon what the evaluating administrator has observed.

ARTICLE XXI - 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 a comprehensive grievance procedure to settle unresolved disputes, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of the Agreement, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

B) If any Article or Section of the 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 this Agreement shall continue in effect.

ARTICLE XXII – DURATION OF THE CONTRACT

This agreement shall be effective as of July 1, 2023, and shall remain in effect until June 30, 2026. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

WALLED LAKE SCHOOLS SECRETARIES, MEA-NEA

BY _____
Melissa Mergner, President
WLSSA, MEA-NEA

BY _____
Kim Abel
Unisery Director, WLSSA, MEA-NEA

WALLED LAKE BOARD OF EDUCATION

BY _____
Peggy Casagrande
President, Board of Education

BY _____
Shayna Levin
Secretary, Board of Education

Walled Lake Consolidated Schools

Chad E. Scaling, Ed.S
Executive Manager
Human Resources

Educational Services Center
850 Ladd Road, Building D
Walled Lake, MI 48390
Phone: 248/956-2030
Fax: 248/956-2135

Memo of Understanding
Between the Walled Lake Consolidated School District
and
Walled Lake Schools Secretaries Association, and Walled Lake Educational Support Personnel #1 Association

An increase in food service revenue, increased federal and state reimbursements, and an increase in grant allocation has resulted in an unexpected surplus in WLCSD foods service funds. State and federal guidelines require this surplus to be spent down. This surplus must be spent back into the food service department by the end of the 2023-2024 school year to avoid problematic financial findings that WLCSD is not in compliance with regulations and prevent potential future financial penalties. The State of Michigan requires this money to be spent specifically for food service expenses. In addition to purchasing necessary food service equipment and supplies, compensation for food service employees is an approved option for the use of this surplus.

The Associations and the District agree to pay a retention bonus of $1750.00 to all WLCSD non-probationary food service employees who are still employed by the district as of November 30, 2023. A retention bonus of $1750.00 will be paid to all non-probationary food service employees who are still employed by the district as of May 31, 2024.

We anticipate the stipends being reflected in the December 10, 2023 and June 10, 2024 pays.

These retention bonuses are a result of unexpected surplus in food service funding, are not precedent setting, and are only applicable to the dates listed above. This LOU expires at the end of the 2023-2024 school year.

Missy Mergner, WLSAA President	10/31/23 Date
Shane Henry, ESP #1 President	10/31/23 Date
Kim Abel, MEA	11/2/2023 Date
Chad E. Scaling, Executive Manager of HR	11-1-2023 Date

APPENDIX I – SALARY AND WAGES

A) Wage rates for secretarial classifications shall be as follows:

Please note - The half steps are an illustration of where an employee would fall on the salary schedule due to the half step advancement as referenced in Appendix I. These half steps do not increase the number of steps on the salary schedule.

WLSSA Base Salary Schedule 2022-2023													
	Step 1	*Step 1.5*	*Step 2*	*Step 2.5*	*Step 3*	*Step 3.5*	*Step 4*	*Step 4.5*	*Step 5*	*Step 5.5*	*Step 6*	*Step 6.5*	*Step 7*
A	14.64	14.86	15.08	15.31	15.53	15.77	16.00	16.24	16.48	16.73	16.97	17.23	17.48
B	15.68	15.92	16.15	16.39	16.63	16.88	17.13	17.39	17.65	17.92	18.18	18.45	18.72
C	17.54	17.81	18.07	18.34	18.61	18.89	19.17	19.46	19.74	20.04	20.33	20.64	20.94

	Step 7.5	*Step 8*	*Step 8.5*	*Step 9*	*Step 9.5*	*Step 10*	*Step 10.5*	*Step 11*	*Step 11.5*	*Step 12*	*Step 12.5*	*Step 13*
A	17.75	18.01	18.28	18.55	18.83	19.10	19.39	19.67	19.97	20.27	20.70	21.34
B	19.00	19.28	19.57	19.86	20.16	20.46	20.77	21.07	21.39	21.70	22.16	22.83
C	21.26	21.57	21.90	22.22	22.56	22.89	23.23	23.57	23.93	24.28	24.68	25.33

Year One – 2023/2024

- $1.00 on schedule increase to all members.
- Steps for all eligible members.

WLSSA Salary Schedule 2023-2024													
	Step 1	*Step 1.5*	*Step 2*	*Step 2.5*	*Step 3*	*Step 3.5*	*Step 4*	*Step 4.5*	*Step 5*	*Step 5.5*	*Step 6*	*Step 6.5*	*Step 7*
A	15.64	15.86	16.08	16.31	16.53	16.77	17.00	17.24	17.48	17.73	17.97	18.23	18.48
B	16.68	16.92	17.15	17.39	17.63	17.88	18.13	18.39	18.65	18.92	19.18	19.45	19.72
C	18.54	18.81	19.07	19.34	19.61	19.89	20.17	20.46	20.74	21.04	21.33	21.64	21.94

	Step 7.5	*Step 8*	*Step 8.5*	*Step 9*	*Step 9.5*	*Step 10*	*Step 10.5*	*Step 11*	*Step 11.5*	*Step 12*	*Step 12.5*	*Step 13*
A	18.75	19.01	19.28	19.55	19.83	20.10	20.39	20.67	20.97	21.27	21.70	22.34
B	20.00	20.28	20.57	20.86	21.16	21.46	21.77	22.07	22.39	22.70	23.16	23.83
C	22.26	22.57	22.90	23.22	23.56	23.89	24.23	24.57	24.93	25.28	25.68	26.33

APPENDIX I – SALARY AND WAGES (Continued)

Year Two – 2024/2025

- $1.00 on schedule increase to all members.
- Steps for all eligible members.

WLSSA Salary Schedule 2024-2025													
	Step 1	*Step 1.5*	*Step 2*	*Step 2.5*	*Step 3*	*Step 3.5*	*Step 4*	*Step 4.5*	*Step 5*	*Step 5.5*	*Step 6*	*Step 6.5*	*Step 7*
A	16.64	16.86	17.08	17.31	17.53	17.77	18.00	18.24	18.48	18.73	18.97	19.23	19.48
B	17.68	17.92	18.15	18.39	18.63	18.88	19.13	19.39	19.65	19.92	20.18	20.45	20.72
C	19.54	19.81	20.07	20.34	20.61	20.89	21.17	21.46	21.74	22.04	22.33	22.64	22.94

	Step 7.5	*Step 8*	*Step 8.5*	*Step 9*	*Step 9.5*	*Step 10*	*Step 10.5*	*Step 11*	*Step 11.5*	*Step 12*	*Step 12.5*	*Step 13*
A	19.75	20.01	20.28	20.55	20.83	21.10	21.39	21.67	21.97	22.27	22.70	23.34
B	21.00	21.28	21.57	21.86	22.16	22.46	22.77	23.07	23.39	23.70	24.16	24.83
C	23.26	23.57	23.90	24.22	24.56	24.89	25.23	25.57	25.93	26.28	26.68	27.33

Year Three – 2025/2026

- $0.75 on schedule increase to all members.
- Steps for all eligible members.

WLSSA Salary Schedule 2025-2026													
	Step 1	*Step 1.5*	*Step 2*	*Step 2.5*	*Step 3*	*Step 3.5*	*Step 4*	*Step 4.5*	*Step 5*	*Step 5.5*	*Step 6*	*Step 6.5*	*Step 7*
A	17.39	17.61	17.83	18.06	18.28	18.52	18.75	18.99	19.23	19.48	19.72	19.98	20.23
B	18.43	18.67	18.90	19.14	19.38	19.63	19.88	20.14	20.40	20.67	20.93	21.20	21.47
C	20.29	20.56	20.82	21.09	21.36	21.64	21.92	22.21	22.49	22.79	23.08	23.39	23.69

	Step 7.5	*Step 8*	*Step 8.5*	*Step 9*	*Step 9.5*	*Step 10*	*Step 10.5*	*Step 11*	*Step 11.5*	*Step 12*	*Step 12.5*	*Step 13*
A	20.50	20.76	21.03	21.30	21.58	21.85	22.14	22.42	22.72	23.02	23.45	24.09
B	21.75	22.03	22.32	22.61	22.91	23.21	23.52	23.82	24.14	24.45	24.91	25.58
C	24.01	24.32	24.65	24.97	25.31	25.64	25.98	26.32	26.68	27.03	27.43	28.08

APPENDIX II - APPRAISAL OF EMPLOYEE PERFORMANCE

This appraisal form is intended for use with:
WALLED LAKE SCHOOLS SECRETARIES ASSOCIATION

Name of Employee _____ Last First	Date of Evaluation:
Classification in which Employee is being evaluated: _____ Date Employee came under Department: _____ Date Employee came under your supervision: _____	Building:
Employee Status: Number of scheduled work days per year: _____ ☐ Probationary ☐ Non-Probationary	**RATING SCALE** G - Good S - Satisfactory N - Needs Improvement U - Unsatisfactory NB - No Basis
1. Please read the entire form to first understand the scope of this performance evaluation. 2. Remember that this is an annual appraisal of the employee's performance during the entire evaluation period. _____ to _____. 3. Be specific and provide examples when relevant to support your appraisal. 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. 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.	

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 or because of other special circumstances.

I. QUALITY/QUANTITY OF WORK	**PLEASE CIRCLE**
a. Demonstrates job knowledge	G S N U NB
b. Completes job assignments, meets deadlines and schedules	G S N U NB
c. Follows directions	G S N U NB
d. Follows rules and regulations	G S N U NB
e. Performs duties accurately and neatly and according to standards	G S N U NB
f. Quantity of work output	G S N U NB
g. Works effectively and efficiently	G S N U NB
h. Demonstrates knowledge, skill and proper care of equipment	G S N U NB

Comments: _____
_____
_____
_____

II. WORK HABITS AND ATTITUDES **PLEASE CIRCLE**

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.	Follows District and School policies and procedures	G S N U NB
e.	Accepts responsibility of job willingly	G S N U NB
f.	Demonstrates interest in work	G S N U NB
g.	Demonstrates willingness to advance individual job skills	G S N U NB
h.	Ability to work well without supervision	G S N U NB
i.	Uses good judgment	G S N U NB
j.	Demonstrates initiative	G S N U NB
k.	Willingness to work with and assist others when requested/needed	G S N U NB
l.	Follows proper channels of communication	G S N U NB
m.	Appropriately accepts praise or correction	G S N U NB

Comments: _____
_____
_____
_____

III. PROFESSIONAL APPEARANCE **PLEASE CIRCLE**

a.	Professional Appearance	G S N U NB

Comments: _____
_____
_____
_____

IV. RELATIONSHIPS WITH OTHERS **PLEASE CIRCLE**

a.	Effectively works with other employees	G S N U NB
b.	Relates to and effectively works with students	G S N U NB
c.	Relates to and effectively works with parents/public	G S N U NB
d.	Relates to and effectively works with Supervisor/Administration	G S N U NB

Comments: _____
_____
_____
_____

Signature of Evaluator/Supervisor:	**Title:**

I have reviewed this evaluation with my supervisor and have 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 to the evaluation submitted to the Personnel Office.

pc: Employee
Evaluator/Supervisor
Personnel File
Association President ☐ Yes ☐ No

APPFORM

APPENDIX III – SECRETARIAL POSITION AND DAYS WORKED

Secretarial Position	Annual Days worked
Accounting Secretary	248
Business Secretary (part time)	90
Bilingual/ELL/Title One Secretary	198
Community Ed Accounting Secretary	248
Community Ed Secretary	248
Director of Athletics Secretary	248
Director of Operations Secretary	248
Director of Special Services Secretary	248
Elementary Building Secretary (part time)	201
Elementary Principal Secretary	204
ESC Receptionist (part time)	218
Food Service Secretary	214
High School Accounts Secretary	248
High School Assistant Principal Secretary	210
High School Building Secretary	204
High School Building Secretary (part time)	204
High School Counseling Secretary	209
High School Principal Secretary	224
Human Resources Secretary Classification C	248
Human Resources Secretary (part time) Classification B	129
Information Systems Secretary	248
LA/SS and Math/Science Secretary	198
Maintenance/Facilities Secretary	248
Middle School Building Secretary	214
Middle School Counseling Secretary (part time)	195
Middle School Principal Secretary	215
Outdoor Education Secretary (part time)	201
Payroll Secretary	248
Preschool Secretary	248
Prime Time Care Billing Secretary	248
Prime Time Care Secretary (part time)	248
Purchasing-Secretary	248
Special Services Medicaid Secretary	215
Special Services Secretary	215
Student Services Enrollment Secretary	248
Student Services Enrollment Secretary – McKinney Vento	248
Student Services Secretary (full time)	248
Student Services Secretary (part time)	198
Substitute Caller Secretary	248
Supervisor of Food Service Secretary	248
Teacher Certification / Records Secretary	248
Twin Sun Secretary	184