

41075

6/30/98

MASTER AGREEMENT

BETWEEN THE

WALLED LAKE CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

WALLED LAKE SCHOOL SECRETARIES ASSOCIATION, MEA-NEA

1994 - 1998

Walled Lake Consolidated School

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 2

ARTICLE II - RIGHTS OF THE BOARD 4

ARTICLE III - EMPLOYEES' RIGHTS 6

ARTICLE IV - PROBATION 8

ARTICLE V - COMPENSATION 9

ARTICLE VI - PROFESSIONAL DEVELOPMENT 10

ARTICLE VII - HOURS OF WORK 11

ARTICLE VIII - WORK ASSIGNMENTS 13

ARTICLE IX - CLASSIFICATIONS 14

ARTICLE X - SENIORITY, LAYOFF AND RECALL 18

ARTICLE XI - VACANCIES, TRANSFERS, PROMOTIONS 21

ARTICLE XII - DISCIPLINE, DEMOTION, DISCHARGE 23

ARTICLE XIII - RESIGNATION AND RETIREMENT 24

ARTICLE XIV - LEAVES 25

ARTICLE XV - FRINGE BENEFITS 31

ARTICLE XVI - HOLIDAYS AND VACATIONS 34

ARTICLE XVII - GRIEVANCE PROCEDURE 37

ARTICLE XVIII - MISCELLANEOUS PROVISIONS 40

ARTICLE XIX - EMPLOYEE EVALUATIONS 41
ARTICLE XX - CONTINUITY OF OPERATIONS 42
ARTICLE XXI - DURATION OF THE CONTRACT 42

MASTER AGREEMENT
BETWEEN THE

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

This Agreement entered into this 18th day of December, 1995, by and between the Board of Education of the Walled Laked Consolidated School District, County of Oakland, Michigan, hereinafter called the "Board" and the Walled Lake School Secretaries Association, MEA-NEA, hereinafter called the "Association".

WITNESSETH:

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:

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, and the secretary to the Executive Director, 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. The Association may deliver to the Administration cards signed by the secretary authorizing the deduction of continuous membership dues in the Association. Such deduction shall continue in full force and effect from year to year. Should the amount of the membership dues change, the Association shall notify the Administration in writing of the appropriate deduction at least fifteen (15) days prior to the effective date of the first deduction.

D. Deduction of membership dues shall be made by the Board in ten (10) equal deductions the second payday of each month, September through June inclusive. Following the pay period, a list consisting of the names of the secretaries and the amount deducted will be transmitted to the Association with the appropriate deductions.

E. 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.

F. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment, or from the date this Agreement is ratified by the parties, shall, as a condition of employment, pay a service fee to the Association in an amount certified in writing by the Association yearly and in accordance with law, provided however, that the bargaining unit member authorizes payroll deductions for such fee in the same manner as provided in Section C of this Article. In the event that a bargaining unit member does not pay such service fee directly to the Association or authorize payment through payroll deduction as herein provided, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. With respect to all sums deducted by

the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association all monies so deducted. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board. The Association, in all cases of discharge for violation of this Article, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

G. 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.

H. 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.

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 or 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 School 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. From July 1, 1994 to, June 30, 1998, the Board shall provide a total of thirty-four (34) days of the contracted school years for use by the Association for Association business; however, no individual may use more than three (3) days per year. 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. 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.

J. An Association representative shall be entitled to be present, at the request of the employee, during any meeting which will 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.

K. 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.

L. Negative evaluative information will be removed from the file after four (4) years, providing there has been no reoccurrence of the type of employee behavior which was reported and placed in the employee's file.

M. 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 - 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 Laked Schools after serving thirty (30) calendar days on a probationary status. (See Article XV, 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.

ARTICLE V - 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. If a secretary works on a holiday, he/she shall be paid at double 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 in twenty-six (26) equal installments with the initial pay period commencing July 1 of each calendar 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 V and Appendix I. The Board will not exercise this option unless or until other reasonable alternatives have been evaluated. The parties shall immediately commence collective bargaining to negotiate an agreement to resolve the problem. Whichever wage rate is in force at the time of the change shall remain in full force and effect at the level in existence on the date on which the hardship event occurs until such time as agreement has been reached. Contractual increases in salary which have not yet occurred shall be void and of no effect.

ARTICLE VI - 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 inservice training or approved conferences without loss of salary or vacation.

ARTICLE VII - 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. 1. 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.

2. 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.

D. 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.

E. (1) When school is cancelled, either District-wide or any individual school building, due to an act of God situation (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 6 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.

(2) If a secretary works 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.

(3) 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.

(4) In the event of adverse conditions when students and teachers are released early, secretaries will be released within one and one-half (1 ½) hours of the third (and last) tier dismissal time for students in the District, with no loss of pay. This provision shall not apply when, in the judgment of the immediate supervisor, the attendance of the secretary is required to assist administration 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 ½) times their current rate of pay for all hours worked after the release time. If the Administrator is released from work because of the conditions that caused the school closing, the secretary should also be notified and released.

(5) When a secretary has a scheduled vacation or 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.

(6) Secretaries who work less than the full year will not report and will be paid for the first two (2) days of school closing. After the first two (2) days lost to school closings, secretaries will be paid for all days not worked, the secretaries work year will then be extended the same number of days and he/she shall not be paid for the days when made up.

ARTICLE VIII - 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 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 IX - CLASSIFICATIONS

A. Classifications. 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:

GROUP A

Facilities Use/Receptionist-Comm. Ed.	Receptionist/Adult Ed. - Comm. Ed.
Middle School Part-Time Secretary	Receptionist - E.S.C.
Middle School Secretary/Receptionist	Receptionist-High School
Outdoor Education/Elections Secretary	Special Projects Secretary
Receptionist/Clerk-Testing/Reach	Special Services Secretary
	Title I Secretary

GROUP B

Accounts Payable Secretary	High School Counseling Secretary
Asst. Principal-High School Secy	High School Principal Secretary
Asst. Principal-Middle School Secy	K-12 Media Secretary
Child Accounting Secretary	Middle School Principal Secretary
Community Ed. Enrich./Rec. Secretary	O.T.C. Secretary
Community High Secretary	Senior High Library Secretary
Custodial/Maintenance Super. Secy	Senior High Accounts Secretary
Dir. of Athletics Secretary	Sub-Caller-Workshop/Custodial
Dir. of Community Education Secy	Substitute Teacher-Caller
Dir. of Special Services Secy	Super. of Purchas./Warehouse Secy
Dir. of Staff Development Secy	Super. of Transportation Secy
Dir. of Vocational/Tech. Ed. Secy	Super. of Food Service Secy
Elementary School Secretary	Terminal Operator

GROUP C

Accounting Secretary	Dir. of Operations Secretary
Asst. Superintendent Secretary	Payroll Secretary
Benefits Secretary	Teacher Cert./Personnel Records Secy.
Dir./Personnel & Comm. Rel. Secy	

C. (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.

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

E. Procedure for Classification Review.

(1) An ad hoc joint Committee shall be established, composed of up to three (3) representatives each, of the Board and the Association.

(2) Any request for classification revision shall be submitted to the Personnel Department between February 1 and March 1.

(3) A request for reclassification may be made by the Board, the Association or an employee. The request may be for a higher or lower classification.

(4) Each request shall be submitted on a District-provided form, to elicit the following information:

- (a). date, name, job title and current classification;
- (b). job location;
- (c). name of supervisor;
- (d). requested classification;
- (e). specific reasons for the request such as (but not limited to): the specific change, addition or deletion of duties; a change in department, division or supervisor; a change in the nature and purpose of contacts and an explanation of other reasons for the request.

(5) The Personnel Department shall forward copies of all requests to the Association president following the close of the application period.

(6) The Committee shall establish a meeting date prior to May 31.

(7) Consideration of the request:

(a) the applicant will be given an opportunity to make their case to the Committee;

(b) the Committee, in executive session shall, after appropriate discussion, determine by a majority vote if a request will be granted. (a tie vote indicates the request is denied.) Votes shall be conducted by a secret ballot.

(c) the decision of the Committee shall be rendered in writing by June 15 to the Personnel Department, with copies to the applicant and the Association.

(d) any change in classification (with commensurate pay at the same step of the changed classification) will be implemented on July 1, with no retroactivity.

(e) the decision of the Committee shall be final and non-grievable.

(f) no request involving the same applicant or job position shall be considered in two (2) successive years.

(g) the Committee shall not consider or hear more than five (5) requests from the Association and five (5) requests from the Administration per year, for a total of no more than ten (10). All requests shall be considered on a first come, first serve basis. Timely requests not heard shall be considered the first received for the next year.

(h) the secretary may bring Association representation to the hearing.

(i) the Committee will consider the same criteria for each individual case. The Committee will consider significant change in some or all of the following factors:

(i) skills and training necessary for the job;

(ii) number of direct supervisors;

- (iii) complexity of assignment, working conditions;
- (iv) nature and purpose of contacts.

ARTICLE X - 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. Those employees accreted into the bargaining unit in 1984 shall be credited with all of their District secretarial seniority.

(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 return 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.

(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.

(F) Before official action is taken with respect to any layoff, 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.

(G) If it is necessary to reduce staff, layoffs will be made on a seniority basis, by classification.

(H) Any secretary who currently holds a position to be eliminated shall be notified in writing of the impending layoff no less than twenty calendar (20) days prior to the effective date of the layoff. Said written notification 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 the other laid-off employees.

(J) (1) In a layoff, secretaries may "bump" into another position; secretaries must "bump" within their own classification first, and second in the lower classification. A secretary that bumps into another position shall serve a forty-five (45) calendar day trial period. At the end of the first three weeks, 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. If, at the end of the forty-five (45) calendar 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.

(2) The bumping procedure shall be:

(a) Bumping Within Classification. Laid-off secretaries with greater seniority will be given preference for continued employment over secretaries with the lowest seniority. The laid-off secretary (or secretaries) may only bump the secretary (or secretaries) with the lowest seniority in the same classification (assuming the laid-off secretary has sufficient seniority).

(b) If no jobs are available in the same classification because of lack of seniority, a secretary (or secretaries) may bump the secretary (or secretaries) of lowest seniority in a lower classification (assuming the laid-off secretary has sufficient seniority).

(K) (1) Within five (5) school or working days of receipt of written notification of impending layoff, the secretary will indicate in writing to the Director of Personnel and Community Relations either of the following:

(a) The decision to exercise the bumping process and the position they are eligible to assume; or

(b) 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.

(2) A secretary whose position is being assumed by a more senior employee will be notified in writing of the impending layoff no less than ten (10) calendar days prior to the effective date of the 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.

(L) When a layoff or reduction in the bargaining unit occurs, the Board agrees

not to assign the work of those affected positions to co-op students, JTPA personnel, para-professionals, or non-bargaining unit members as long as a qualified member of the bargaining unit remains on layoff.

(M) 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.

(N) 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. 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.

ARTICLE XI - 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 a 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. 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, due consideration will 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. When a secretary applies for a transfer or promotion, he/she shall be notified in writing regarding the disposition of the application. All internal applicants shall be provided an interview. The Board agrees that all unsuccessful candidates may request a conference with the Director of Personnel or his/her designee to discuss reasons why the applicant was not selected.

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

F. 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.

(G) Since the unrequested transfers of employees from one school to another may be disruptive of effective administration and interferes with optimum employee performance, the parties agree that unrequested transfers are to be minimized.

(H) Any employee desiring to apply for a transfer to another position shall make such request in writing, stating what position is desired and the reason for wanting such a transfer.

ARTICLE XII - 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.

ARTICLE XIII - 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 One Hundred Dollars (\$100) bonus added to the benefits described in C of this Article.

C 1. After five (5) years of consecutive service as a secretary and upon resignation, or retirement, pay for one-half (1/2) of the unused sick days, not to exceed forty (40) 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 fifty (50) 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 fifty (50) days, provided he/she was an employee of the District at the time of death.

4. In this instance, "consecutive service" means employment time 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 and thereafter returns to work shall begin employment with zero consecutive service credits.

D. An employee with ten (10) years of consecutive service within the bargaining unit who retires after the date of ratification of this Agreement, shall be provided severance pay in the amount of \$100.00 per year of service, up to a maximum payment of \$2,000.00. 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.

ARTICLE XIV - 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.

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 ten month 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.

4. Employees will not receive any sick leave days during their probationary period.

B 1. Personal Business Days. Two (2) days of sick leave each year may be used as business days with the Administration having the authority to approve or disapprove one (1) of the two (2) days based on the need as presented by the employee. This one (1) business day is to be used only for matters that cannot be taken care of outside of working hours, such as legal matters, mechanical breakdown of transportation or home utilities (furnace, well, pump, etc.).

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. The second business day may be used by the employee as he or she chooses. Written request for the day off must be received in the Personnel Office 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 and Community Relations. 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 1. Funeral leave. Each full-time 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, grandchild and grandparents. Additional time beyond the above three (3) days for bereavement leave, if granted by the Director of Personnel and Community Relations 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) months 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 and Community Relations 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 and Community Relations 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.

M. FAMILY AND MEDICAL LEAVE.

1. All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid and unpaid, depending on the circumstances and as specified in this Section. Such leave will be granted only for one or more of the following reasons:

- a. For the birth of a child and in order to care for that child, provided that the leave is requested and taken before the child's first birthday.
- b. For the adoption of a child or the placement of a foster child in the employee's home, provided that the leave is taken within twelve (12) months of the adoption or placement.
- c. To care for a spouse, child or parent who has a serious health condition.
- d. Due to the employee's own serious health condition.

2. Eligibility Requirements:

- a. In order to be eligible for a family and medical leave, an employee must be employed by the District for at least twelve (12) months prior to the commencement of the leave and must have worked at least 1250 hours during that prior twelve (12) month period.
- b. All requests for family 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 1 of this Section) or the employee, and is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the work schedule or operations of the District.

3. All requests must set forth specific reasons for the requested leave. A request based upon a serious health condition of a family member or the employee must be supported by written certification of a reputable physician or health care provider. Such certification must be provided to the Personnel Department within fifteen (15) days of the request, if possible, or the employee must provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. The written medical certification must contain the following:

- a. The date the serious health condition began.

- b. The expected duration.
- c. The appropriate medical facts regarding the condition, the diagnosis and a brief statement of treatment.
- d. If the leave is for the care of a spouse, child or parent, the certification must include a statement that the patient requires assistance and that the employee is necessary to provide such assistance as well as an estimate of the amount of time such need will continue.
- e. If the leave is based upon the employee's own serious health condition, the certification must include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position.

4. A family and medical leave may be used intermittently or on a reduced schedule if leave is taken to care for a spouse, child or parent or due to employee's own serious health condition. Prior to taking leave, the employee should try to reach agreement with the Personnel Department regarding the time for intermittent leave or working of a reduced schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary and the District may require certification of the medical necessity. The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate (or even eliminate the need for) intermittent leave or a reduced schedule.

5. A family or medical leave under this section is an unpaid leave. However, 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.

6. While an employee is on leave, the District will continue the employee's health benefits during the leave at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the District will require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period. For employees obligated to pay

a portion of the insurance premium through payroll deduction, all such payments shall be made directly to the Business Office no later than the 25th of the month for insurance coverage for the subsequent month. In the event an employee fails to make such direct payments and the District makes such payments on their behalf, the employee will be obligated to reimburse the District as soon as possible after the leave for all such amounts.

ARTICLE XV - FRINGE BENEFITS

The Board will pay the insurance premiums or amounts for or to those employees who apply for one (1) of the three (3) following benefit options. All employees employed for six (6) hours or more per day shall be eligible for hospitalization, life, dental and vision insurance provided herein.

A. Option 1.

(i) Hospitalization. The Walled Lake Schools Board of Education will pay the premiums for hospitalization insurance up to full family coverage in the Super Care I with MESSA Care Rider Plan with \$2.00 PDR. **

** The parties agree to immediately change to a \$5.00 dispensed as written prescription drug co-pay card if and when MESSA offers same during the term of this Agreement.

(ii) Life Insurance. The Board shall pay the premiums for the cost of life insurance for employees who work six (6) hours or more per day, of fifteen thousand dollars (\$15,000) in total, group term life insurance payable upon death to the employees' beneficiary. Such insurance shall pay double in the case of accidental death or dismemberment.

(iii) Dental. The Board will pay the premiums to provide 80/80/80 dental insurance, or in the event the employee is covered by the spouse's dental insurance, 50/50/50 coordinated benefits. The yearly maximums shall be one thousand dollars (\$1,000) for Class I, II and one thousand dollars (\$1,000) lifetime maximum for Class III benefits for the 50/50/50 plan. For the 80/80/80 plan, the yearly maximums shall be one thousand dollars (\$1,000) for Class I, II and one thousand three hundred dollars (\$1,300) lifetime maximum for Class III benefits.

(iv) Vision. The Board shall pay the full premium for MESSA Vision Plan II.

B. Option 2. No medical coverage is provided for those not electing Option 1. Benefits provided in lieu of such coverage are: forty thousand dollars (\$40,000) AD/D Life Insurance, MESSA Vision Plan 3, MESSA dental insurance 80/80/80 (\$1,300 lifetime maximum, Class III benefits) and 50/50/50 (\$1,000 lifetime maximum, Class III benefits), and a twenty dollar (\$20) a month cash contribution.

C. Option 3.

(i) The Board shall pay employees who select Option 3, a cash payment of one hundred dollars (\$100) per month in lieu of any other benefit under either Option 1 or Option 2 set forth above.

D. The Board shall prepare such plan documents as are necessary to include options 1, 2 and 3 as part of a cafeteria plan or a Flexible Spending Account (FSA) intended to qualify under IRC §125. Employees shall be required to make advance elections (which are generally irrevocable during each coverage period) as required under applicable Internal Revenue Code provisions and regulations.

E. It is understood that the above coverage (A) and (B) is 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 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 twelve (12) months during lay-off or leave by pre-paying monthly the group rate premiums.

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. The Board agrees to make deductions for all district-approved, tax-sheltered annuity programs, however, secretaries may only change deduction amounts twice annually in September and January.

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. 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 coverage 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 MESSA 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 coverage included in Section A and B, above will serve as comparable coverage to be reviewed each year as required under Section K above.

M. If coverage is provided under MESSA, the District, at its sole discretion, shall determine annually whether such coverage shall or shall not be PAK.

ARTICLE XVI - HOLIDAYS AND VACATIONS

A. Holidays.

(1) The following days shall be recognized as paid holidays:

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

(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, the secretary will take a vacation day, personal 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 of at least 249 days will receive vacation benefits according to the following schedule. For purposes of this article, "work calendar" shall be defined as scheduled working days, minus paid holidays. Vacation days accrue each fiscal year, to be taken the following fiscal year.

(b) All secretaries with a work calendar less than 249 days will receive vacation pay at the end of the school year based on the following schedule, on a pro rata basis, equal to the fraction her/his work calendar bears to 249 days.

(2) <u>Year of Employment</u>	<u>No. of Days Vacation</u>
1st year	Prorated based on 10 days
2nd-4th year	10 days
5th year	11 days
6th year	12 days
7th year	13 days
8th year	14 days
9th year	15 days
10th year	16 days
11th year	17 days
12th year	18 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 accumulates thirteen (13) years or more of service with the Walled Lake Schools will receive twenty (20) days vacation.

(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.

C. School 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 and Community Relations. Unused vacation pay will be received at the end of the school year. 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.

ARTICLE XVII - 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. Prior to the initiation of the formal grievance procedure, the employee shall discuss the problem with the immediate supervisor whose action led to the problem. Every effort shall be made to resolve the problem informally. It is assumed that the initial step will be taken by the employee individually. However, in cases where two (2) administrators are present at this meeting, the employee may designate one (1) available Association representative to be present.

STEP ONE In the event the problem is not resolved informally, the employee may file a formal, written grievance with the Association with a copy to the immediate supervisor. The written grievance must be filed with the Association and sent to the immediate supervisor no more than ten (10) business days after the event or occurrence which is the basis of the grievance becomes known to the employee. After the Association and the immediate supervisor have received the grievance, designated Association representatives (limit to two, absent extenuating circumstances) and the employee involved shall meet with the supervisor in a scheduled meeting within fifteen (15) business days of the employee's knowledge of the event or occurrence which is the basis of the grievance in an attempt to resolve the grievance. If the supervisor responds formally, he/she shall indicate his/her disposition of the grievance in writing within twenty (20) business days of the employee's knowledge of the event or occurrence which is the basis of the grievance and a copy shall be furnished to the Association President, the grievance committee chairperson and the grievant.

STEP TWO In the event the employee is not satisfied with the response of the immediate supervisor, as outlined in Step 1, the grievance shall be transmitted to the Superintendent or his/her designee within ten (10) business days of the immediate supervisor's response. A meeting will be scheduled between the grievant and the Superintendent or his/her designee within ten (10) business days of the receipt of the grievance. Within ten (10) business days after the hearing, the disposition of the grievance shall be indicated in writing with copies to the Association President, Grievance Committee Chairperson and the grievant.

STEP THREE If the Association is not satisfied with the formal disposition of the grievance at Step Two or if no formal disposition has been made within the period provided above, the grievance may be submitted to arbitration by the Association with an impartial arbitrator, provided written notice of the request for submission to arbitration is delivered to the Board within twenty-five (25) business days after the receipt of Step Two response. Each party shall submit the names of three (3) arbitrators

to each other within ten (10) business days of the date that the Association informs the Board that it is taking the grievance to arbitration. If the parties are unable to agree upon an arbitrator from the list of six (6) names so presented, or if either party fails to respond with three (3) arbitrators within ten (10) business days, then the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator, and he/she will 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 provisions 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.

B. If a grievance arises in more than one (1) building, or if a grievance is initiated by the Association, it shall be transmitted directly to the Superintendent or his/her designee in writing. The written grievance shall be filed with the Superintendent or his/her designee within ten (10) business days after the event or occurrence which is the basis of a grievance becomes known to an affected employee. Grievances initiated in this fashion shall begin at Step 2.

C. 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.

D. The time limits described shall be strictly observed, but may be extended with mutual consent.

E. 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. 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 employees 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 person(s).
2. The specific sections 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, communications 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 XVIII - 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.

ARTICLE XIX - 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.

ARTICLE XX - 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 XXI - DURATION OF THE CONTRACT

This Agreement shall be effective as of July 1, 1994 and shall remain in effect until June 30, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

WALLED LAKE SCHOOL
SECRETARIES, MEA-NEA

By: Gregory Stawick
Gregory Stawick
President, WLSSA, MEA-NEA

By: Sue Manierston
Sue Manierston
Uniserv Director, WLSSA, MEA-NEA

Dated: December 18, 1995

WALLED LAKE BOARD OF
EDUCATION

By: Cynthia Campion
Cynthia Campion
President, Board of Education

By: Joseph Miller
Joseph Miller
Secretary, Board of Education

Dated: December 18, 1995

APPENDIX I

SALARY AND WAGES

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

Salary Schedule -- 1994-95

	1	2	3	4	5	6	7
GROUP A	9.70	10.24	10.76	11.48	11.82	12.41	13.79
GROUP B	10.42	11.07	11.62	12.26	12.79	13.34	14.85
GROUP C	11.83	12.48	13.01	13.63	14.25	14.75	16.38

Salary Schedule -- 1995-96

	1	2	3	4	5	6	7
GROUP A	9.89	10.44	10.97	11.71	12.06	12.66	14.07
GROUP B	10.63	11.29	11.85	12.50	13.05	13.61	15.15
GROUP C	12.07	12.73	13.27	13.90	14.53	15.05	16.71

Salary Schedule -- 1996-97

	1	2	3	4	5	6	7
GROUP A	10.14	10.71	11.25	12.00	12.36	12.97	14.42
GROUP B	10.90	11.57	12.15	12.81	13.37	13.95	15.53
GROUP C	12.37	13.05	13.60	14.25	14.89	15.42	17.13

Salary Schedule -- 1997-98

	1	2	3	4	5	6	7
GROUP A	10.34	10.92	11.47	12.24	12.61	13.23	14.71
GROUP B	11.11	11.81	12.39	13.07	13.64	14.23	15.84
GROUP C	12.62	13.31	13.87	14.54	15.19	15.73	17.47

B. For purposes of wages for the 1994-95 contract year, the parties agree to implement the recommendation of the Secretarial Reclassification Committee, creating the three classifications and rankings as set forth in Article IX, Section B of the Agreement. It is further agreed that any secretary not reclassified shall receive a lump sum (off-schedule) payment of one (1%) percent of the 1994-95 wages, payable upon ratification; a one (1%) percent (of the 1995-96 base wage) lump sum payment in December of 1995 and a one (1%) percent (of the 1996-97 base wage) lump sum payment in December of 1996.

**APPENDIX II
APPRAISAL OF EMPLOYEE PERFORMANCE**

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

Name of Employee _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Last First </div>	Date of Evaluation: _____
Classification in which Employee is being evaluated: _____ Department: _____ Date Employee came under your supervision: _____	Building: _____
Employee Status: _____ Number of scheduled work days per year: _____ <input type="checkbox"/> Probationary <input type="checkbox"/> Non-Probationary	<p align="center">RATING SCALE</p> G - Good S - Satisfactory N - Needs Improvement U - Unsatisfactory NB - No Basis
<ol style="list-style-type: none"> 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

- 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

G S N U NB

Comments: _____

IV. RELATIONSHIPS WITH OTHERS

- 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

MEMORANDUM OF UNDERSTANDING
Between the
Walled Lake Schools Secretaries Association
and the
Walled Lake Consolidated Schools Board of Education

During negotiations between representatives of the Walled Lake Schools Secretaries Association, MEA-NEA and the Walled Lake Consolidated School District leading to the execution of a Collective Bargaining Agreement ("Agreement") effective July 1, 1994, certain supplemental understandings were agreed to which are set forth in and confirmed by this Memorandum. These understandings are as follows:

1. Retroactive Wage Payment.

(A) It is agreed by the parties that the implementation of the secretarial reclassification recommendations (including certain pay increases) was given retroactive effect to July 1, 1994. Several former employees retired or resigned subsequent to July 1, 1994, but prior to the date of ratification of this Agreement. The parties agree that due to express expectations such employees shall receive retroactive payments for all hours worked subsequent to July 1, 1994 pursuant to the new (reclassified) wage rate for each classification. Such retroactive payments will be made at the same time as other retroactive payments to Association members and will be in full and final satisfaction of any and all amounts due said former employees from the District.

(B) If any secretary who resigned or retired was in a classification which was not reclassified, a lump sum payment of one (1%) percent of the wages earned by that secretary in the 1994-95 calendar year shall be paid upon ratification.

(C) In the future, the Association and the Board agree that in the event there are any retroactive wage or other payments made to Association bargaining unit members, such retroactivity shall exclude retroactive payments to former employees (whether by resignation, retirement or otherwise). This paragraph in no way is to be construed to obligate the District in any way to make retroactive wage or other

payments to anyone other than Association bargaining unit members.

2. Amendments to Health Care Coverage. During the term of this Agreement, if and when any cost containment measures or reductions in insurance (medical, dental, vision or life) coverage, premiums (not attributable to census changes) or benefits (including an increase in deductibles or co-pays) is agreed upon and effectuated between the District and the Walled Lake Education Association, then all of the same provisions shall become immediately effective for all members of the Walled Lake School Secretaries Association.

3. Wage Modifications.

(A) Pursuant to Article XVI, Section A of the Agreement, Association members will change to a \$5.00 dispensed as written prescription drug co-pay card if and when MESSA offers same. In that event, fifty (50%) percent of the total of any premium cost savings (determined on a total premium expense basis) experienced by the District shall be paid to Association members then employed, in a lump sum as a supplement on the last regular paycheck in June of the contract year in which the savings were experienced. The amount of each payment will be the total of fifty (50%) percent of the savings divided by the total number of Association members as of June 1, prior to payment being made. The lump sum payment will be an off schedule payment and will not be used for purposes of any calculation of future wage increases.

(B) The amount of the premium savings, if any, will be calculated annually prior to any payment to Association members. MESSA shall provide the District with a quote for health care benefits with a \$2.00 drug card and a second quote for the same coverage with a \$5.00 drug card. The difference

in the quoted rates shall be the total amount of premium savings. The Association will provide assistance in any way possible to secure timely quotes from MESSA.

4. Classification Review.

(A) The Reclassification Classification Review Procedure set forth in Article IX, Section E of the Agreement shall be effective for all reclassification requests submitted subsequent to February 1, 1995.

(B) In conjunction with the execution of the Agreement, it has also been agreed that the same process may be utilized for a special expedited review of the following Group A positions: High School Counseling Receptionist, High School Counseling Registration, Outdoor Education/Elections Secretary, Special Projects Secretary, Facilities Use Secretary-Community Education, Special Services Secretary and Title I Secretary which includes nine (9) individuals.

(C) All requests for a classification revision for the above positions shall be submitted to the Personnel Department no later than thirty (30) days after ratification of this Agreement. The procedures utilized for the review shall be the same as those set forth in Article IX, Section E of the Agreement except, a meeting date shall be scheduled on or before December 15, 1995, a final decision in writing shall be rendered by January 12, 1996 and any change in classification (with commensurate pay) will be implemented effective with the 1st day of second semester classes in January, 1996.

(D) In consideration of the expedited review process for the above positions, the Association shall be limited to three (3) appeal requests for the regular application and review period which commences February 1, 1996. If none of the above positions are appealed within thirty (30) days of the date of ratification, the Association shall get its full allotment of five (5) requests in the review process

commencing February 1, 1996.

5. Easter Monday. It is understood and agreed by the parties that Easter Monday is now recognized as a paid holiday for Association members that holiday will be observed as a paid holiday beginning in the 1995/1996 school year (the specific date being Monday, April 8, 1996).

6. Grandfathered Position. Diane Urbanski was accreted into the Walled Lake School Secretaries unit and is thereby grandfathered with respect to wages earned at the time of accretion and in addition, is eligible for all wage increases as negotiated in this Agreement, as long as she continues to hold the position held at the time of the accretion, the Teacher Certification/Personnel Records Secretary.

7. Substitute Pay Grievance. It is understood and agreed by the parties that during the collective bargaining negotiations, a resolution was reached with respect to outstanding grievance, No. 93/94-4 which is currently awaiting arbitration. The parties agree that the grievance will be resolved on the following basis:

(A) the Board will pay the sum of Forty-Two Dollars and Forty-Nine Cents (\$42.49) to the grievant, which payment shall be made at the same time as retroactive wage payments per the Agreement.

(B) the grievance shall be immediately withdrawn by the grievant and the Association, in writing.

(C) the resolution of the grievance represents a compromise on the part of both parties and does not represent, nor shall it be construed as, an admission of any improper interpretation or conduct on the

part of the District. The resolution of this grievance shall not bind the parties in any way in the future nor shall it be considered or used in any way as binding precedent or past practice.

8. Transfer Pay Grievance. It is understood and agreed by the parties that during the collective bargaining negotiations, a resolution was reached with respect to outstanding grievance, No. 93/94-5 which is currently awaiting arbitration. The parties agree that the grievance will be resolved on the following basis:

(A) the Board will pay the sum of Two Hundred Sixty-Eight Dollars and Fifty-Four Cents (\$268.54) to the grievant, which payment shall be made at the same time as retroactive wage payments per the Agreement.

(B) the grievance shall be withdrawn by the grievant and the Association forthwith, in writing.


(C) the resolution of the grievance represents a compromise on the part of both parties and does not represent, nor shall it be construed as, an admission of any improper interpretation or conduct on the part of the District. The resolution of this grievance shall not bind the parties in any way in the future nor shall it be considered or used in any way as binding precedent or past practice.

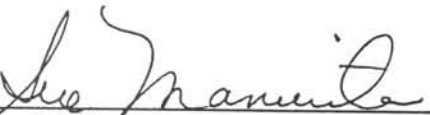
9. Resolution of All Outstanding Grievances. It is understood and agreed by the parties that the language and provisions of the Agreement, in addition to the supplemental agreements set forth in this Memorandum of Understanding, collectively set forth the entire agreement between the parties and that

Memorandum of Understanding
December 18, 1995
Page 6

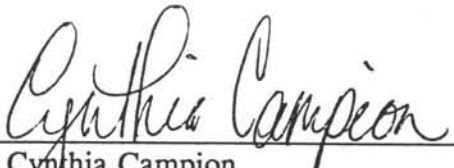
no further disputes or grievances filed prior to the date of ratification of the contract exist between the parties with respect to any contractual claims, disputes or interpretations.

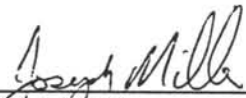
WALLED LAKE SCHOOL
SECRETARIES, MEA-NEA

By: 
Gregory Stawick
President, WLSSA, MEA-NEA

By: 
Sue Manierston
Uniserv Director, WLSSA, MEA-NEA

WALLED LAKE BOARD OF
EDUCATION

By: 
Cynthia Campion
President, Board of Education

By: 
Joseph Miller
Secretary, Board of Education

Dated: December 18, 1995
D024435

Dated: December 18, 1995

