

**MASTER AGREEMENT**

**Between the**

**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**WALLED LAKE ESP #1**

**July 1, 2012 – June 30, 2013**

MASTER AGREEMENT  
BETWEEN THE  
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
WALLED LAKE ESP #1

July 1, 2012 – June 30, 2013

This Agreement entered into this 13th day of August, 2012, by and between the Board of Education of the Walled Lake Consolidated School District, County of Oakland, Michigan, hereinafter called the "Board" and the Michigan Educational Support Personnel Association through its local affiliate, Walled Lake ESP #1, 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:

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## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all full-time and regularly scheduled part-time cafeteria, maintenance, mechanics, and warehouse employees, but excluding kitchen managers, maintenance foremen, head mechanics, warehouse foremen, substitutes and all other employees.
- B. Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Full-time and part-time employees are defined as follows:
1. Full-Year Employees: Employees who are scheduled to work on a twelve (12) month basis.
  2. School Year Employees: Employees whose employment follows the school calendar.
  3. Full-Time: An employee who is regularly scheduled to work sixty (60) hours per biweekly pay period for at least a school year as defined in this Article, paragraph B(2) above.
  4. Part-Time: An employee who is regularly scheduled to work less than sixty (60) hours per biweekly pay period for at least a school year as defined in this Article, paragraph B(2) above.

## ARTICLE II – DUES AND PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Deductions for employees employed after September 1 shall be appropriately prorated.
  
- B. Any employee 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 date of commencement of employment shall, as a condition of employment, pay as a fee to the Association, an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the employee may authorize payroll deduction for such fee. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in paragraph A of Article II, the Board, upon written request by the Association, shall cause the termination of the employee. Prior to such request for termination being made of the Board, the Association, in all cases of discharge for violation of Article II, shall notify the employee(s) of noncompliance by certified mail, return receipt requested. Said notification shall detail the noncompliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
  
- C. 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 to promptly remit to the Association all monies so deducted. The Association agrees to promptly 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.
  
- D. In the event of any action against the Board brought in a court of law or administrative agency because of its compliance with provisions of Article II of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel.

**ARTICLE II - DUES AND PAYROLL DEDUCTIONS** (Continued)

- E. 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 II.

### **ARTICLE III - 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 terms 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, property, facilities, 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 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 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.

**ARTICLE III - RIGHTS OF THE BOARD** (Continued)

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 of 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 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 expressed 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 IV - ASSOCIATION RIGHTS**

- A. The cost of reproducing the contract will be paid by the School Board. A copy of the contract will be given to each person as they are employed and to all those already employed with the District. Twenty-five (25) copies of the contract will be supplied to the Association as soon as they are printed.
- B. There will be a bulletin board designated within each work site on which the Association may place Association information.
- C. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable hours, which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board policy.
- D. The Board agrees to make available to the Association information necessary for representation of their membership as required by the Public Employment Relations Act. Additional information may be made available to the Association by the exercise of their rights under the "Freedom of Information Act". Request for information under the Freedom of Information Act will be made available to the Association in accordance with the established Board Policy.
- E. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association whether on or off school premises.
- F.
  - 1. The Board shall provide a total of fourteen (14) days of the contracted school year for use by the Association for business purposes. No individual may use more than three (3) days except for the Association President who, in addition to his/her release time, may use up to five (5) days if necessary. In May and November of each year delegates will be released to attend the MEA Representative Assembly. These days shall not be charged against the individual's accumulated leave time.
  - 2. The Association President shall make requests for the use of these days to the Superintendent or his/her designee in writing at least seven (7) school days in advance of the release day. The Association shall be responsible for the full cost of the substitute's wages when a substitute is used. Only one employee from each classification will be released on the same day if work and staffing needs of the District cannot be met.

**ARTICLE IV - ASSOCIATION RIGHTS** (Continued)

- G. The Board agrees to release the President of the Association from his/her job responsibilities for one-half a normally scheduled work day every other week during the school year without loss of pay, benefits, seniority or other benefits provided for in the Master Agreement or by law. The bi-weekly one-half day of release time is non-cumulative and must be used on the designated day established by the parties at the start of each school year. The notice provisions of section F(2) above shall apply to the President's use of Association release time.

Since the Walled Lake ESP #1 President performs services which are of value to both Walled Lake ESP #1 and the Board, the board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371(5)(B).

## **ARTICLE V – LABOR MANAGEMENT COMMITTEE**

- A. Both parties agree to the establishment of a Labor-Management Committee to exchange information and ideas between employees and the District.
- B. The Committee shall consist of up to four (4) employees from the Bargaining Unit and up to four (4) Management personnel, to be selected by the respective parties.
- C. There shall be no contract negotiations at any meeting of the Labor-Management Committee.
- D. The Labor-Management Committee (or any meetings or discussions held in connection therewith), shall not be part of the grievance procedure.
- E. The Committee shall govern itself (i.e., rules and procedures) by consensus of the Committee members.

## **ARTICLE VI - PROBATION**

- A. New employees will be placed on probation for sixty (60) paid work days during which time the Board shall have the sole right at any time to discharge, discipline, transfer, demote, or layoff said employees for any reason, without regard to the provisions of this Agreement, and no grievance shall arise therefrom. If, at the end of this period, the work has been satisfactory, the employee will receive a permanent assignment. Normally, a new employee will be placed on Step 1 of the salary schedule; however, a new employee may be granted credit on the salary schedule, as determined by the administration. Date of employment, holiday pay and vacation accrual will begin as of the first day of the probation period provided the employee receives a permanent assignment.
- B. Probationary employees shall receive sick days on the same basis as all other employees with the understanding that no paid sick days can be utilized during the probationary period.
- C. The Board of Education may at its discretion, extend the probationary period for twenty (20) paid work days if they deem this advisable.
- D. The Superintendent's designee shall, upon recommendation of the immediate supervisor, have the final authority for determining if a new employee's work has been satisfactory or unsatisfactory during the probationary period.
- E. The Association will be notified whenever a new employee has completed a successful probationary period and is assigned to a new position, and will be informed of the Step on the salary schedule to which the new employee has been assigned.

## ARTICLE VII - RESIGNATION AND RETIREMENT

### A. Resignation

1. Employees desiring to leave the employ of the school are required to give two (2) weeks written notice of such intent to the Director of Personnel. Failure to do so will result in such employee losing credit for service time for pay purposes and vacation time should the employee be rehired at a later date. Failure to notify will also result in loss of pay for unused sick days as described in Section C of this Article.
2. Vacation pay will be forfeited by any employee who resigns without giving the Director of Personnel at least two (2) weeks notice or who is dismissed prior to June 30th of any year. Should an employee leave by giving due notice, or should an employee be laid off because of reduction of staff, such employee will receive pay prorated according to how much vacation time he/she has accumulated.

### B. Retirement

An employee 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 Section C below, shall receive an additional Three Hundred (\$300) Dollar bonus added to the benefits described in Section C of this Article. All monies payable upon retirement will be paid via the Board of Education approved Special Pay Plan, subject to the limitations of the Plan.

- C. 1. After five (5) years of consecutive service, including FMLA, as an employee and upon resigning, or retirement, pay for one-half of the unused sick days, not to exceed sixty (60) days will be given to the employee. Upon death of an employee, regardless of length of service, the employee's estate will receive pay for one-half of his/her unused sick days, not to exceed sixty (60) days, provided he/she was an employee of the school District at the time of death.
2. After ten (10) years of consecutive service, including FMLA, as an employee and upon resignation or retirement, pay for one-half of the unused sick days, not to exceed one hundred twenty (120) days, will be given the employee. Upon death of an employee, regardless of length of service, the employee's estate will receive pay for one-half of his/her unused sick days, not to exceed one hundred twenty (120) days, provided he/she was an employee of the District at the time of death.

**ARTICLE VII - RESIGNATION AND RETIREMENT** (Continued)

3. In this instance "consecutive service" means continuous employment that is not interrupted for any reason other than personal illness. Consecutive service will only include time counted towards seniority, i.e. unpaid leaves of absence will not count toward the five (5) or ten (10) years of service unless the employee is on an approved medical leave of absence up to ninety (90) days.
4. All monies payable upon retirement will be paid via the Board of Education approved Special Pay Plan, subject to the limitations of the Plan.
- D. An employee with ten (10) years of consecutive service within the bargaining unit who retires shall be provided severance pay in the amount of one hundred fifty (\$150) dollars per year of service not to exceed three thousand (\$3,000) dollars. 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. All monies payable upon retirement will be paid via the Board of Education approved Special Pay Plan, subject to the limitations of the Plan.

**ARTICLE VIII - HOLIDAYS**

A. 1. Full year employees will be granted the following paid holidays:

- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Three days between Christmas Eve and New Year's Day, (per Section A(2) below)
- New Year's Day
- Good Friday
- Easter Monday (see below)
- Memorial Day

Easter Monday to be taken as a floating holiday each year during winter, mid winter, or spring break with approval of supervisor.

2. School buildings will be officially closed, but there will be regularly scheduled work between Christmas Eve Day and New Year's Day during the term of this Agreement. It is understood that Christmas Eve Day, Christmas Day and New Year's Day will be paid holidays. Of the remaining days, three (3) days will be paid holidays and the District will specify those holidays. Full-year employees must take vacation, personal or unpaid leave day on New Year's Eve day. If a personal day is used, one more personal day will be authorized to be used from the employee's existing sick bank that can only be used on New Year's Eve day.

B. School year employees will be granted paid holidays as follows:

- |                        |                                |
|------------------------|--------------------------------|
| Labor Day              | New Year's Eve Day             |
| Thanksgiving Day       | New Year's Day                 |
| Day after Thanksgiving | Good Friday                    |
| Christmas Eve Day      | Easter Monday (see A. 1 above) |
| Christmas Day          | Memorial Day                   |

**ARTICLE VIII - HOLIDAYS** (Continued)

- C. In order to receive compensation for a paid holiday, an employee must work his/her scheduled work day before and after the holiday unless a doctor's excuse is presented to substantiate the employee's illness and the employee is on a paid medical leave of absence, or is on funeral leave or an approved paid vacation.
- D.
  - 1. For employees regularly scheduled to work Monday through Friday, 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.
  - 2. For employees regularly scheduled to work Tuesday through Saturday, a holiday which falls on a Sunday or on a Monday will be taken the following Tuesday.
- E. Holiday pay will be calculated at the employee's current daily rate. If an employee is placed in a position before the holiday and returns to that position after the holiday, they will be paid at the new position daily rate.
- F. An employee working under more than one bargained contract will receive sick day, holiday and vacation pay equal to the limits of each contract and hours worked.



## ARTICLE IX - VACATIONS

- A. 1. All full-time, full-year employees shall earn vacation days based on the following schedule:

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

2. Full-time, school year employees will earn ten twelfths (10/12) of the above schedule.
3. Vacation is accrued each fiscal year to be taken the following fiscal year.
4. Part-Time Employees
- a) Part-time employees shall be granted six (6) vacation days pro rated for less than a full year of service. Employees changing from part-time to full-time and vice-versa after ratification of this Agreement, shall have their vacation days pro-rated based upon the number of hours worked at the time the vacation was accrued.
- B. Vacation leave with pay will be paid at the employee's regularly scheduled hours and at the employee's regular rate of pay.

**ARTICLE IX – VACATIONS** (Continued)

- C. Under no circumstances will an employee be allowed to take more than his/her accrued vacation days as of the date his/her vacation begins. Except in the case of an emergency or extenuating circumstances and with written permission of the Director of Personnel, an employee will not be allowed to combine one year's vacation with another year's vacation. Employees may receive pay for no more than five (5) unused vacation days at the end of the fiscal year. The year for purposes of vacation calculation, shall be from July 1 to June 30.
  
- D. Vacations must be approved as follows:
  - 1. Mechanics - Supervisor of Transportation
  - 2. Custodial and Custodial Coordinators: Building Principals
  - 3. Maintenance: Supervisor of Maintenance
  - 4. Cafeteria and Food Service Delivery: Supervisor of Food Services
  - 5. Warehouse: Supervisor of Purchasing
  
- E. The third week in May, vacation calendars will be sent to each employee for the employee to request scheduled vacation days. The calendar shall be returned within two (2) weeks to the appropriate supervisor as designated in D above. The supervisor will notify the employees of the approval or disapproval within three (3) weeks after the end of the two (2) week closing date. During the three (3) week period, employees shall not make any changes in requested vacation dates. After vacation dates are set, an employee may request no more than three (3) changes in their approved vacation dates.
  
- F. The employee having the greater seniority will have the first choice for vacation days off when calendars are returned to supervisor.
  
- G. School year employees 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 supervisor. Unused vacation pay will be received at the end of the school year. (It is understood that the District will provide a separate check for those school year employees who would not otherwise receive a paycheck after the last pay of the school year.)

**ARTICLE IX – VACATIONS** (Continued)

- H. Vacation benefits shall be determined by the employee's total service with the bargaining unit on a pro-rata basis.
- I. Employees may be prevented from using vacation time properly scheduled and approved during the work year, because of the business requirements or an emergency of the District. If that occurs two or more times in a work year and the employee does not use all allotted vacation time, the employee will receive such unused vacation pay at the end of the year.
- J. In order to receive compensation for a paid vacation, an employee must work his/her scheduled day before and after the vacation unless that day(s) is a holiday, or the employee is on funeral leave, or a doctor's excuse is presented to substantiate that the employee is on a paid medical leave of absence.

## ARTICLE X - INSURANCE

The Board agrees to provide the following fringe benefits to all full-time employees as defined in Article I of this Agreement. Eligible full-time employees (60 hours per bi-weekly pay period) may elect insurance coverage for hospitalization, life (with AD&D), dental (including orthodontics) and vision coverage. The available coverage under each of those categories may be different depending on the package chosen by the employee. To be eligible for this benefit, an employee must have completed his/her probationary period (60 paid working days). The benefit will be effective the first (1st) day of the month following the probationary period. The insurance carrier (provider) will be selected by the Board with notice to the Association. The benefits available for each of the specified coverages are as follows:

### **A. PACKAGE A – THOSE ELIGIBLE AND ENROLLED IN THE HEALTH INSURANCE PLAN:**

#### **1. Medical Insurance**

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

	<u>In Network</u>	<u>Out of Network</u>
• Deductible	\$1250/\$2500	\$2500/\$5000
• Preventive Services	\$0	20% of allowed amount after deductible; any excess charges
• Listed Generic Drugs; no Deductible	\$0	Member must pay for prescriptions from out-of-Network pharmacy and submit claim to HPI
• Unlisted Generic, Brand, and Non-Formulary Copay after Deductible	\$0	Member must pay for prescriptions from out-of-Network pharmacy and submit claim to HPI

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

#### **2. Dental Coverage**

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

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

**ARTICLE X - INSURANCE** (Continued)

- With Other Dental (COB)
  - Type 1 – 50%, Type 2 – 50% and Type 3 – 50% up to an annual maximum of \$1,000 every calendar year.
  - Type 4 – 50% up to a lifetime maximum of \$1,000.
- (a) Type 1 benefits are for preventive services such as cleanings (limit 2 per year).
- (b) Type 2 benefits are for basic services such as cavity fillings.
- (c) Type 3 benefits are benefits such as crowns and dentures.
- (d) Type 4 benefits are orthodontic services. No adult orthodontic coverage (19 years of age or older) is available.

3. **Vision Coverage**

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

<b><u>Services:</u></b>	<b><u>In Network:</u></b>	<b><u>Out-of-Network:</u></b>
Examination – once a calendar year	Covered 100% (after \$6.50 co-pay)	Optometrist reimbursed up to \$28.50 Ophthalmologist reimbursed up to \$38.50
Frames – once a calendar year	Up to \$65 retail	Reimbursed up to \$44
Lens – once a calendar year		Clear/color tints & coats/polarized
Single	Covered 100% after \$18 co-pay	\$29/\$33/\$47 reimbursement
Bi-focal	Covered 100% after \$18 co-pay	\$51/\$61/\$81 reimbursement
Tri-focal	Covered 100% after \$18 co-pay	\$63/\$75/\$101 reimbursement
Lenticular	Covered 100% after \$18 co-pay	\$75/\$89/\$119 reimbursement

**ARTICLE X - INSURANCE** (Continued)

<b><u>Services:</u></b>	<b><u>In Network:</u></b>	<b><u>Out-of-Network:</u></b>
Contact Lens (in lieu of lens/frame) – once a calendar year		
Elective	Up to \$90	Reimbursed up to \$90
Medically necessary (Prior authorization is required):	Covered 100%	Reimbursed up to \$175

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

4. **Life Insurance Coverage**

- (a) Fifteen Thousand (\$15,000) Dollars life insurance policy with AD&D from an insurance carrier selected by the Board, subject to the provisions of this section. Such insurance shall pay double in the case of accidental death or dismemberment.
- (b) Employees who have Board-provided term life insurance shall have a thirty-one (31) day conversion right upon termination of employment. Any employee electing the right to conversion in order to keep term life insurance in force, must contact the insurance carrier within thirty-one (31) days of the last day of employment.
- (c) The life insurance policy shall pay to the employee’s beneficiary the aforementioned sum within the underwriting rules and regulations as set forth by the insurance carrier.

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

1. **Hospitalization Insurance** – No coverage

**ARTICLE X - INSURANCE** (Continued)

2. **Dental Coverage**

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

- Without Other Dental (Non COB)
    - Type 1 – 80%, Type 2 – 80% and Type 3 – 80% up to an annual maximum of \$1,000 every calendar year.
    - Type 4 – 80% up to a lifetime maximum of \$1,300.
  - With Other Dental (COB)
    - Type 1 – 50%, Type 2 – 50% and Type 3 – 50% up to an annual maximum of \$1,000 every calendar year.
    - Type 4 – 50% up to a lifetime maximum of \$1,500.
- (a) Type 1 benefits are for preventive services such as cleanings (limit 2 per year).
  - (b) Type 2 benefits are for basic services such as cavity fillings.
  - (c) Type 3 benefits are benefits such as crowns and dentures.
  - (d) Type 4 benefits are orthodontic services. No adult orthodontic coverage (19 years of age or older) is available.

3. **Vision Coverage**

- (a) The vision plan benefits available are based upon a Plan 2 program.

<b><u>Services:</u></b>	<b><u>In Network:</u></b>	<b><u>Out-of-Network:</u></b>
Examination – once a calendar year	Covered 100% (after \$6.50 co-pay)	Optometrist reimbursed up to \$28.50 Ophthalmologist reimbursed up to \$38.50
Frames – once a calendar year	Up to \$65 retail	Reimbursed up to \$44

**ARTICLE X - INSURANCE** (Continued)

<b><u>Services:</u></b>	<b><u>In Network:</u></b>	<b><u>Out-of-Network:</u></b>
Lens – once a calendar year		Clear/color tints & coats/ polarized
Single	Covered 100% after \$18 co-pay	\$29/\$33/\$47 reimbursement
Bi-focal		\$51/\$61/\$81 reimbursement
Tri-focal	Covered 100% after \$18 co-pay	\$63/\$75/\$101 reimbursement
Lenticular	Covered 100% after \$18 co-pay	\$75/\$89/\$119 reimbursement
	Covered 100% after \$18 co-pay	
Contact Lens (in lieu of lens/frame) – once a calendar year		
Elective	Up to \$90	Reimbursed up to \$90
Medically necessary (Prior authorization is required):	Covered 100%	Reimbursed up to \$175

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

4. **Cash in Lieu** - Eligible employees who are employed as of the last day of the District’s fiscal year and who do not receive Package A or C shall receive a cash payment at the end of the fiscal year (prorated if they are employed for less than a full year or if they are only eligible for partial coverage or coverage for only part of the year) in the amount of Six Hundred (\$600.00) Dollars.

5. **Life Insurance Coverage**

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

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



**ARTICLE X - INSURANCE** (Continued)

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

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

1. **Hospitalization Insurance** – No coverage
2. **Dental Coverage** - No Coverage
3. **Vision Coverage** - No Coverage
4. **Cash in Lieu** – Employees enrolled in Package C will receive a payment of Twelve Hundred (\$1,200.00) Dollars at the end of the fiscal year (prorated if they are employed for less than a full year or if they are only eligible for partial coverage for only part of the year) in lieu of any other benefits under Package A or B. The amount of the life insurance premium will be deducted from the aforementioned amount.
5. **Life Insurance Coverage**
  - (a) The employee will receive a fifteen thousand (\$15,000.00) dollar life insurance policy with AD&D from an insurance carrier selected by the Board, subject to the provisions of this section.
  - (b) Employees who have Board-provided term life insurance shall have a thirty-one (31) day conversion right upon termination of employment. Any employee electing the right to conversion in order to keep term life insurance in force, must contact the insurance carrier within thirty-one (31) days of the last day of employment.
  - (c) The life insurance policy shall pay to the employee's beneficiary the aforementioned sum within the underwriting rules and regulations as set forth by the insurance carrier.

**ARTICLE X - INSURANCE** (Continued)

**D. PROVISIONS OF PACKAGES A, B & C:**

1. It is understood that the above packages are subject to the terms and conditions specified in the contract between the Board and the carrier and that the insurance coverage will be continued by the Board for the two (2) month COBRA waiting period following the date of lay-off or leave or Leave of Absence for illness or maternity.
2. The Board will make available the necessary forms for enrollment in hospitalization, life insurance, vision and dental programs. It is the responsibility of the employee to timely complete and return the forms in order to have the above coverage.
3. 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, the employee may continue health insurance for up to eighteen (18) months during lay-off or leave by pre-paying monthly the group rate premiums or as provided by the law.
4. Employees must indicate their election by October 31 annually, and said election shall be irrevocable until the following October 31 except as provided by law.

E. To be eligible for the benefits in Sections A, B, or C, an employee must have completed his/her probationary period. The earliest date upon which an employee will be covered by the school district will be the first day of the month following the completion of a successful probationary period. An employee on probation can take out health insurance through the schools during the probationary period or until such time as covered by the school district, provided the employee prepays the cost him/her self through individual arrangement with the business office.

F. The Board agrees to make deductions for employees who elect to participate in any District approved Tax Sheltered Annuity Program subject to Internal Revenue Service Code Section 403 (b) and/or 457 Plan.

**ARTICLE X - INSURANCE** (Continued)

- G. The Board shall not be required to provide hospital/medical insurance coverage to an employee or his/her family members who is/are under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board, and that employee is eligible to elect Package B or C coverage. 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.
- H. 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.
- I. 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.
- J. The Board has the right to compare the cost of the existing insurance packages to comparable coverage. Comparability will be based on the actual number of employees enrolled in each plan during each school year. The Board has the right to switch to a comparable plan or different carrier only one time during any calendar year, in order to effectuate cost or administrative savings. If the costs for the comparable plan or different carrier would be less than the current plan, the Association may elect to switch its membership to the comparable coverage or continue with the current plan with all additional costs being the obligation of the employees, which amounts shall be deducted through payroll deduction. The Association must so elect within thirty (30) days of receipt of written notice to the Association prior to any switch to a comparable plan or different carrier. Such notice shall include the cost and/or administrative savings to be effectuated. It is understood that it may take some months to effectuate a change in plans or carriers and that employees would remain on the existing plan coverage during the transition.

**ARTICLE X - INSURANCE** (Continued)

- K. Insurance packages A, B and C set forth in the Master Agreement, are included as part of the District's Cafeteria Plan and/or Flexible Spending Account (FSA) both of which are intended to qualify under Internal Revenue Code (IRC) §125. Employees shall be required to make advance elections (which are generally irrevocable during each coverage period) as required under applicable IRC provisions and regulations.
- L. The District Cafeteria Plan shall permit a participant to revoke a benefit election after the period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage if both the revocation and new election are on account of and consistent with a change in family status as defined under IRC §125 regulations, as the same may be amended from time to time (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of spouse) provided, the new election is made within thirty one (31) days of the qualifying event and is made as permitted under the applicable insurance policies.
- M. Eligibility and coverage shall be limited by the rules and regulations of the underwriting carrier and all disputes concerning coverage or benefits shall be strictly between the employee and the carrier and shall not be the subject of a grievance procedure dispute.
- N. Eligibility shall be based on the employee meeting the "at work" requirements of the policy or carrier.
- O. The District shall not be liable for an employee's failure to notify the District of a change of status in family which might affect coverage. Employees who do not notify the District of a change in family status within thirty (30) days of the change will be held liable for any costs incurred by the District, beyond the change of status obligation.
- P. All eligible full-time employees who elect to enroll in a Short Term Disability Insurance (STDI) Plan shall pay the premiums for the elected coverage deducted from the employee's second check of each month. The Board will pay ten (\$10.00) dollars per month toward the cost of this coverage for each eligible employee who elects STDI.
- Q. Employees receiving pro-rated benefits shall have their portion of the insurance costs payroll deducted. All deductions shall be made one (1) month in advance in the first pay check of each month.
- R. An employee's health insurance premium will be paid by the Board of Education after sick days and vacation days have expired, should the employee be so sick or injured as to be unable to return to work. The conditions governing the eligibility of an employee for this benefit and the extent of the benefit are as follows:

**ARTICLE X - INSURANCE** (Continued)

1.
    - a) An employee must have been with the school district for at least one year.
    - b) Payment of this benefit for the employee will be according to the following schedule:
      - i) For an employee who has been with the school district for one year but not exceeding two years, the Board of Education will pay the health insurance premium for one month.
      - ii) For an employee who has been with the school district for two years but not exceeding three years, the Board of Education will pay the health insurance premium for two months.
      - iii) For an employee who has been with the school district for three or more years, the Board of Education will pay the health insurance premium for four months.
  2. An employee who receives this benefit and returns to work must remain actively employed for one year before he/she shall again be eligible for this benefit.
  3. If the employee is unable to return to work, the Board reserves the right to have the employee's disability confirmed by a Board-selected physician.
  4. Upon employment termination, employees will be notified of their right to convert health insurance in accordance with federal law.
- S. An employee who is absent due to an injury which is compensable under Workers' Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Workers' Compensation, such that the amount of excludable income the employee receives from Workers' Compensation and sick leave does not exceed the amount of expendable income the worker would have received from his/her regular wage amount according to his/her placement on the wage schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Workers' Compensation, such that the amount of the Workers' Compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Workers' Compensation benefit provided by that statute.

**ARTICLE X - INSURANCE** (Continued)

- T. The parties agree that, in the event health care coverage at the cost to the Board is legally mandated in any way, the parties will immediately begin to bargain in good faith the health care benefits to be provided.
  
- U. All part-time food service personnel (who work an average of at least four (4) hours per day) will be provided life insurance (\$40,000 AD&D), dental and vision benefits comparable to Package B Benefits above, on a pro-rated basis based upon the number of hours that employee works in relation to a six (6) hour day.

## ARTICLE XI - OVERTIME

### A. General

1. Overtime pay begins after an employee has worked eight (8) hours that day and provided that by the end of the week he/she will have worked at least forty (40) hours. Time worked shall include time actually worked, paid break time, paid holidays, paid vacation days, paid jury duty, funeral leave days, sick day time and business days, but excludes lunch time, any unpaid leave of absence or Worker's Compensation leave days.
2. Rate of Pay - Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours during any work week and including Saturday.
3. Sunday Work - All work performed on Sunday, except for building checks, shall be at twice his/her regular rate of pay.
4. Holidays - If an employee works on any of the holidays listed in Article VIII, he/she shall be paid, in addition to his/her holiday pay, twice his/her regular hourly rate for all hours worked except for regular building check. If an employee works on Easter Sunday, he/she will receive his/her regular hourly rate plus twice his/her regular rate. This shall not apply to those employees who are rotating days off to staff building.
5. All overtime work must first receive the approval of administration. Employees shall be notified as to the appropriate administrator and backup administrator(s) for approval. The Board has the right to require overtime for all employees. Employees shall not be required to work on holidays, except warehouse employees responsible for the completion of duties required during the holiday period, or in the cases of emergency including, but not limited to, building vandalism or weather damage.
6. All departments shall have their own overtime lists. No employee may be on a list other than in his/her own department, nor will overtime work be offered to employees in other than his/her own department, except in the case of an emergency as determined by the administration.
7. Temporary employees will not be assigned overtime work. Substitute employees will not be assigned overtime work unless the substitute is on duty and the day must be extended to complete a priority project.

**ARTICLE XI - OVERTIME** (Continued)

8. If an employee is on a scheduled and approved vacation leave on the scheduled day before and the day after an overtime day, that employee is not eligible to work overtime except when called by the Director of Operations or his/her designee due to a District emergency.
- B. Overtime Assignment - Overtime will be given on a seniority, rotating basis in the following manner. In the event the employee in line for overtime is unable or declines, the employee shall be credited with overtime for purposes of equalization. A message left on an answering machine shall be treated the same as a no answer, but the employee will be bypassed and eligible for the next overtime. In either event, the employer shall go on to the next name on the overtime list. Should an employee be improperly bypassed, the employee shall be eligible to take the next available overtime.
1. a) Mechanics – By July 1st all mechanics, including the bus mechanic foreman, interested in overtime work will sign up. A list shall be constructed which places mechanics who volunteer in seniority order. Overtime shall be rotated from this list. In cases where following the rotation would be nonsensical, i.e., calling in a mechanic when one is already on the premises, rotation may be adjusted. There will be an effort to equalize overtime among employees.
  - b) By July 1st, all mechanics interested in being called for alarm calls will sign up. A list shall be constructed which places mechanics who volunteer in seniority order. There is no requirement to equalize alarm calls among mechanics.
2. a) Maintenance - An overtime list, consisting of all employees in the maintenance department listed in seniority order, shall be constructed by July 1 of each year. Any new employees will be added to the list as they are hired and shall be credited with the maximum number of overtime hours earned at the time plus one (1) additional hour. The list will be valid from July 1 to June 30 of each year. Maintenance employees may be required to perform overtime in their particular skill, out of equalization order. If a specialized skill is not required, then the employee with the least overtime will be given the opportunity to work. The overtime will then be offered to the employee with the least amount of overtime.
  - b) The overtime list shall be updated bi-weekly and remain posted throughout the year. There will be an effort to equalize all overtime work among all maintenance employees.



## ARTICLE XI – OVERTIME (Continued)

- c) Snow plowing shall be considered a specialized skill. If a maintenance employee is requested to and does snow plowing during regular work hours, that employee is deemed to possess the specialized skill and shall be added to the overtime rotation list. Employees shall not be required to work more than eighteen (18) hours in a twenty-four (24) hour period. In an emergency, other employees may be required to plow snow. Bus garage foremen may plow/salt during their regular work hours, in conditions where the regular snow plow team may not be required.
  3. Cafeteria - During the second week in September, all cafeteria employees who are interested in overtime work will sign up. Each building shall construct a list which places the employees who sign up in seniority order. Overtime will then be rotated among the employees on the list with the Kitchen Manager, contacting the employees in seniority, rotating order providing that the individual's classification is suitable for the overtime work to be done. When an employee reaches or exceeds forty (40) hours per week, the employee will not be eligible for further overtime until all employees reach or exceed forty (40) hours per week providing the remaining employees fit the classification needed for the overtime work offered. Cafeteria employees who work overtime and then exceed forty (40) hours during the overtime period may complete the overtime assignment.
  4. Warehouse - Each year during the first week of September, all delivery personnel, who are interested in overtime work shall sign up. There shall be two overtime lists; one for food service delivery personnel only and one for general delivery personnel. These lists shall place the employees in seniority order and the warehouse coordinator shall have a copy. (On July 1 of each year the two lists shall be combined.) The most senior person with the least amount of hours will be called first and so on down the list in an attempt to equalize the overtime hours. In emergency situations, all delivery personnel may be required to work (i.e., summer work schedule).
- C. Emergency
1. In those instances when an employee is called from home to take care of an emergency, that person will be guaranteed pay for two (2) hours should the time to repair the emergency require less than two (2) hours. He or she will be paid the overtime rate provided he/she works more than eight (8) hours that day and more than forty (40) hours that week. This guaranteed pay for two (2) hours is not granted unless it is done as overtime. Also, it is not granted in those instances when the employee's overtime is performed at the beginning or end of that person's regular time schedule. This item of the Agreement is included to cover those instances when the emergency overtime causes undue inconvenience to employees by calling them

**ARTICLE XI – OVERTIME** (Continued)

from home at a time which in some way is not just an extension of their regular time schedule either at the beginning or at the end.

2. Overtime begins when the employee arrives at the work site and ends when the employee leaves the work site for home.

D. Cafeteria

1. If an employee leaves and is scheduled or called back to their same or another work station to prepare or serve food for an activity, the employee will be paid at time and one-half. Employees will be selected from the overtime list. Kitchen Managers will not perform the work described in this section unless there is no qualified employee available from the overtime list noted in section B(4) above. If work hours are extended, food service employees shall be paid at their regular rate of pay. Hours may be extended either before or after the employee's regular scheduled hours. Employees selected for extended hours shall not be from the overtime list. All hours in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

If a certified person is required for an extended day or overtime event and the next person in line is not certified, it will not count against them in the rotation.

2. When employees at a work site are working shorthanded, that is, without a full complement of staff (this excludes counting employees on bridge work), the following will determine the hourly rates of those employees who are at the worksite:

- one (1) person short:                      \$.50 additional per hour
- two (2) or more persons short:        \$.60 additional per hour

3. Satellite production kitchen employees called in early to prepare additional lunches may continue working up to their regularly scheduled work day and then through their regular schedule. All hours at or under forty (40) hours per week will be paid at the regular rate. Any time in excess will be paid at overtime as specified in Section A of this Article.
4. If it becomes necessary for the Supervisor of Food Services to schedule or call back an employee into an original or another work station, the employee will be guaranteed a minimum of two (2) hours pay.

**ARTICLE XI – OVERTIME** (Continued)

E. Employees Substituting

1. When substitutes are required to fill in for building employees, the filling of such jobs, wherever possible, will be from within the same building on the following basis:

Should an employee substitute for another employee in a higher paying classification for three (3) consecutive days, the substitute employee (except food service personnel) will be paid (retroactively) the absent employee's rate of pay. In the case of food service employees, the substitute employee will be paid (retroactively) at the lowest step rate of the new job classification that is above the current pay rate of the substitute employee.

2. Cafeteria

Before the district calls in a substitute for an absent Satellite Production Kitchen employee, other employees, within the building and in the district, assigned fewer hours shall be given the opportunity to fill in for the absent employee on a rotating seniority basis. During the second week of September all cafeteria employees who are interested in additional work will sign up. A list will be constructed which places all volunteers in seniority order. The work will then be rotated among the employees on the list with the Kitchen Manager contacting the employees in seniority, rotating order providing that the individual's classification is suitable for the work to be done and does not interfere with the employee's regular work schedule. When an employee reaches or exceeds forty (40) hours per week, the employee will not be eligible for further work until all employees reach or exceed forty (40) hours per week providing the remaining employees fit the classification needed for the work offered.

## ARTICLE XII - LEAVES OF ABSENCE

### PAID

- A. 1. Each full year non-probationary employee not on an unpaid leave shall be credited with twelve (12) sick leave days at the beginning of each work year. Each non-probationary school year employee not on an unpaid leave shall be credited with ten (10) sick days. Probationary employees who successfully complete their probationary period after the start of the work year shall be credited with a pro-rata number of sick leave days/hours at the beginning of their non-probationary period. Employees who return from an unpaid leave, except workers compensation leave, shall have their sick leave days pro-rated and be credited with that number of days when they receive their first paycheck of the fiscal year.
- a. Each non-probationary food service employee, not on an unpaid leave, shall be credited with ten (10) sick leave days. These days will be converted to hours according to their regularly scheduled day. Employees who change regularly scheduled work hours during the school year will have their sick time adjusted according to their new, regularly scheduled work hours.
2. Total sick day accumulation will be unlimited. Sick leave may be used for personal illness or illness 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. A sick leave day will be the same as an employee's regularly scheduled work day for purposes of accrual and use. Immediate family shall mean mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandchild and grandparents.
3. Any full-time, full-year employee who has worked for at least one (1) full work year (July 1 - June 30) with the District who has zero (0) absences from work (excluding business leave days, vacation days and holidays) will be entitled to a cash bonus in the amount of Three Hundred (\$300) Dollars, if requested by June 30. Such bonus shall equal the use of six (6) sick days for the work year and only the remaining balance of the accrued sick days will be carried over into the next year. Full-time, full-year employees with one (1) absence from work (excluding business leave days, vacation days and holidays) will be entitled to a cash bonus in the amount of One Hundred Fifty (\$150) Dollars, if requested by June 30. Such bonus shall equal the use of three (3) sick days for the work year and only the remaining balance of the accrued sick days will be carried over into the next year. Less than full-time, full-year employees will be entitled to attendance bonus payments and sick time carryover on a pro-rated basis.

**ARTICLE XII - LEAVES OF ABSENCE** (Continued)

- B. 1. 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. One business day is to be used only for matters that cannot be taken care of outside of working hours, such as legal matters, mechanical breakdown of transportation or home utilities (furnace, well, pump, etc.).
2. All requests must be in writing; except when an emergency situation prevails, approval may be obtained by telephone from the immediate supervisor, with a follow-up letter stating the date and reason for being off.
3. One of the two business days may be used by the employee as he or she chooses. Written requests for the day off must be received in the office of the employee's immediate supervisor at least three (3) days before the day the employee wishes to be off. Requests will be granted only when there is a sufficient number of employees to cover the workload. If the request is just prior to the three (3) day requirement, the supervisor will submit, in writing, granting the request or state the denial within one day of the request; otherwise, it will be submitted within two days.
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. An employee may elect to not use sick leave days by written notification to the Business Office.
- D. 1. When an employee is on leave due to sickness or injury, (including a worker's compensation leave) the employee may return to the same position held prior to the leave provided that he/she returns to work before ninety (90) working days have lapsed following the last day of the employee's paid leave. For purposes of this section, in the event an employee returns to work but does not work at least ten (10) work days before going on leave again for the same condition, sickness or injury, the count for the ninety (90) day period shall re-commence where it left off as of the first date of the new leave period, as if the employee had not returned to work.
2. An employee on a non-medical leave of absence shall return to his/her position only if the unpaid leave is for sixty (60) working days or less.
3. Employees who lose the right to their prior position and are able to return to work will be placed in the first vacant identical position in their prior department and classification for which they are qualified.

## ARTICLE XII - LEAVES OF ABSENCE (Continued)

- E. Each employee shall be entitled to leave with pay without charge to his/her sick bank for death in the immediate family of the employee and/or spouse, or the death of a person residing in the same household as the employee. The funeral leave shall be for a period not to exceed three (3) days, provided the employee attends the funeral. Immediate family shall mean mother, father, brother, sister, child, spouse, mother-in-law, father-in-law, grandchild, grandparents, and step equivalents of mother, father, brother, sister, child, mother-in-law, father-in-law, grandchild, and grandparents. In the event of the death of a spouse or child, the funeral leave shall be for a period not to exceed five (5) days, provided the employee attends the funeral. Additional time beyond the three (3) or five (5) days, if granted by the employee's immediate supervisor, will be charged to sick leave. The employer has the right to request and receive appropriate substantiation of attendance at the funeral and verification of residence of an individual residing in the household.
- F. The amount of pay given when an employee is absent due to illness shall be based on the employee's regular hours and rate of pay.
- G. An employee 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. Any day an employee is not called to jury duty, he/she will report to work.
- H. No less than one (1) hour prior to the first shift and no less than three (3) hours prior to the second and third shift, an employee should contact Operations or the midnight supervisor when he or she is going to be absent from work. Should the employee fail to notify either Operations or the midnight supervisor that he/she will be absent from work, he/she will not receive a salary for the days he/she is absent from work without prior notification. It is realized that in some cases there may be extenuating circumstances that would prevent proper notification. In such cases, the immediate supervisor, together with the Director of Operations, will decide whether payment of salary should be made.
- I. For the first week of student attendance in the beginning of the school year and the last week of student attendance at the end of the school year, paid leave days shall only be granted in cases of emergency.

### UNPAID

- J.
  - 1. A leave of absence without pay may be granted to any employee at the discretion of the Board. Employees on unpaid non-medical leaves will have their seniority frozen and seniority will not accrue while the employee is on an unpaid leave. Seniority accrued prior to July 1, 1988, will not be affected.
  - 2. Employees on leave may accrue experience credit for wage increments only while on a paid leave or an unpaid medical leave up to one (1) year.

**ARTICLE XII - LEAVES OF ABSENCE** (Continued)

K. Family and Medical Leave

1. All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any rolling 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 thirty (30) days prior to commencement of such leave, except where the need for the leave is not foreseeable and thirty (30) days notice is not possible and in that event, notice shall be given as soon as is practicable.
  - c. If an employee fails to provide thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the District receives proper notice.
  - d. Where the necessity for leave is due to the serious health condition of a family member (as defined in Paragraph 1 of this Section) or the employee, and is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the work schedule or operations of the District.

## ARTICLE XII - LEAVES OF ABSENCE (Continued)

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, if the employee has any available accrued paid leave (vacation time and sick leave time) the employee must first use all paid leave time. Once all paid leave time is used, the remainder of the twelve (12) weeks of leave will be unpaid.



**ARTICLE XII - LEAVES OF ABSENCE** (Continued)

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.
  
- L. Childbearing/Child Caring Leave. Following the termination of a leave of absence under Section K above, an additional eight (8) months of leave (or twelve (12) months for non-probationary employees not eligible for leaves under Section K above), without pay, without accrual of leave days or benefits and without loss of seniority, for the purpose of continued child caring shall be granted to an employee provided a written request was submitted to the Personnel Department at least thirty (30) calendar days prior to the commencement of the leave. A second year of leave shall be granted upon request, however seniority shall not accrue during this time period.
  
- M. Illness or Disability Leave. Following the termination of a leave of absence under Section K above, an additional eight (8) months of leave (or twelve (12) months for non-probationary employees not eligible for leaves under Section K above), without pay, without accrual of leave days or benefits and without loss of seniority shall be granted to an employee who is unable to work because of continued illness or disability and who has exhausted all sick leave available. Seniority shall accrue for the duration of such illness or disability up to a one (1) year period, but without the accrual of additional leave days or benefits. A second year of leave may be granted at the discretion of the Board.
  
- N. In all leaves set forth above, except Section K leaves, accumulated leave days at the time of leave shall be maintained.
  
- O. Except as set forth in Section K above, an employee may continue his/her health insurance benefits while on an unpaid leave by making arrangements with the Business Office to prepay monthly individual group rate premiums.

### **ARTICLE XIII - MEDICAL EXAMINATION**

- A. The Board may, at its discretion, require that employees submit to physical and mental tests and examinations by a Board-appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, etc., provided however, that the Board will pay the cost of such tests and examinations. The reports of such tests and examinations will be provided to the Board by the employee.
- B. If the physician reports that the employee is unqualified to perform his/her duties, the employee shall be required to take a mandatory medical leave of absence.
- C. The Board may, at its discretion, require an employee who loses time from work because of illness or injury, or is on a voluntary or mandatory medical leave of absence, to submit to physical and medical tests or examinations by a Board-appointed doctor for purposes of determining whether an employee is qualified to return to work.
- D. In those instances when an employee is not satisfied with the decision of the school-appointed physician, an employee may select another doctor of his/her own choosing. The employee will pay all costs of this second examination and it must be taken within ten (10) days of receipt of a written report from the school-appointed physician. The school-appointed physician will consult with the doctor selected by the employee. The information provided by the consulting doctor will be evaluated by the school physician who in turn will review his/her original decision regarding the employee. The final responsibility for determining whether or not the employee can work will rest with the school-appointed physician. The procedure described in this Section will bypass the grievance procedure.
- E. It is understood and agreed that the Omnibus Transportation Employee Testing Act of 1991, being 49 USC App § 2717, applies to all employees who hold a commercial driver's license and/or operate a commercial vehicle in conjunction with their employment. All such individuals are subject to drug and alcohol testing pursuant to and in compliance with all federal and state statutes, related regulations, mandates and work rules. The parties recognize and understand that the provisions of the Act will apply to certain Union members after January 1, 1995.

## ARTICLE XIV - VACANCIES, TRANSFERS, PROMOTIONS

### A. Definitions

1. A vacancy shall be defined as a newly created position or a present position within the bargaining unit that the district tends to fill as a regular assignment (not temporary).
2. A transfer shall be defined as a lateral move within a department (i.e., a change from one building to another building in the same capacity).
3. A shift change shall be defined as a change from one shift (first, second or third) to another shift in the same department.
4. A position upgrade shall be defined as a move within the bargaining unit to a higher paying position or a position with more hours in the same department.
5. A department upgrade shall be defined as a move within the bargaining unit to a higher paying position or a position with more hours in a different department.
6. A department change shall be defined as a move to the same or lower paying position in a different department.
7. A promotion shall be defined as a move to a higher paying position outside the bargaining unit.
8. An administrative transfer shall be defined as a transfer of an employee which is instituted by administration without a request from the employee.

B. All vacancies shall be posted in a conspicuous place at each work site for a period of ten (10) calendar days and a copy will be provided to the Association. During the summer months, when school is not in session, a copy of the posting shall be sent to the Association via the U.S. mail. Vacancies shall be posted within ten (10) calendar days, (or by the end of the trial period when a trial period is involved), of the date created or vacated or the administration will provide written reasons for not posting which will indicate a date when the posting will be made. The posting shall be advertised on a telephone tape, the number of which shall be provided to all employees.

C. Interested bargaining unit members may apply in writing to the Personnel Department within the ten (10) calendar day posting period. The applicant will also note whether this is a transfer, position upgrade, department change or upgrade, or a promotion for the applicant.

**ARTICLE XIV - VACANCIES, TRANSFERS, PROMOTIONS** (Continued)

- D. When a transfer or shift change request is made by the employee for a posted vacancy, the most senior department employee applicant who has been in the same position for one year will be granted the position, provided the employee has an attendance record acceptable to the District, no recorded disciplinary actions within the past two years and possesses the qualifications to do the job. This section shall not apply to Maintenance employees.
- E. Employees granted a transfer or promotion will be given a five (5) working day trial period in which he/she may revert back to his/her former position with written notice to his/her supervisor on or before the fifth day.
- F. For transfers or shift changes in the Maintenance Department, the most senior maintenance employee applicant who has been in the same position for one (1) year will be granted the position, provided the employee has an attendance record acceptable to the District, no recorded disciplinary actions within the past two (2) years and possesses the skills, job qualifications and/or licenses required as set forth in the job posting.
- G. When a position upgrade or department upgrade is requested, the Board will give due consideration to seniority, qualifications, job performance, attendance, compatibility with staff and no disciplinary actions within the past two years. When qualifications, job performance, attendance, and compatibility with staff are judged to be equal, the employee with the greatest seniority shall be selected for the upgrade.
- H. Except for vacant positions filled pursuant to Sections D, E and F above, the Administration will make a good faith effort to fill vacant positions from the bargaining unit, however the final decision on filling vacant positions is theirs alone.
- I. Within five (5) work days after the expiration of the posting period, the District shall provide the Association with a list of all applicants. Within fifteen (15) work days after the expiration of the posting period, the District shall provide the Association the name of the successful applicant.
- J. Unsuccessful applicants may request a conference with a designated Board representative to discuss the reasons why he/she was not selected.
- K. An employee who is granted a position upgrade shall serve a trial period of thirty (30) work days. The Board may, at its option, extend the trial period an additional thirty (30) work days for a total of sixty (60) work days. The Board may disqualify the employee during the period and such employee shall be returned to his/her former position.

**ARTICLE XIV - VACANCIES, TRANSFERS, PROMOTIONS** (Continued)

- L. Employees who change positions within the bargaining unit will retain all accrued sick leave and vacation time. Employees transferring out of the bargaining unit will have the option to carry over sick and vacation days to their new assignment on a pro-rata basis, or be paid for their sick and vacation time per the collective bargaining agreement. Transferred employees shall remain on the same wage step but employees receiving other movements (i.e., position upgrade) may be placed on any step of the new schedule providing the hourly rate is the same or more than the employee received in the former position.
- M. Employees who change departments within the bargaining unit shall have all accrued seniority in their former department frozen. Employees who accept a position with the Walled Lake Schools outside of the bargaining unit shall have all accrued seniority in their former department frozen. These employees can use this frozen seniority to bump back into the bargaining unit if they are laid off.
- N. Since administrative transfers of employees may be disruptive to effective administration and optimum performance, the parties agree that administrative transfers are to be minimized.
- O. Whenever a departmental shift change is required in a given building, departmental employees in that building will have first choice for the new shift based upon seniority. If none of these departmental employees desire the shift change, an administrative transfer shall occur and the employee with the least seniority shall be assigned the position. If the employee or employees selected for a position in this manner refuses the shift change, it will be necessary to terminate their employment with the Walled Lake School System. This section shall not apply to the Maintenance Department -- See Section P, below.
- P. Whenever the District decides to add to a shift, or create a new shift in the Maintenance Department, it will be a necessary prerequisite for an employee seeking to change shifts to be presently working in the trade and have the qualifications and/or licensing required by the District. If no employee with the necessary qualifications and/or licensing volunteers for the position, the District has the right to make an administrative transfer and assign to the position the employee who has the least seniority and the necessary qualifications. If the employee or employees selected for a position in this manner refuses the shift change, it will be necessary to terminate their employment with the Walled Lake School System.

## **ARTICLE XV - SENIORITY, LAYOFF AND RECALL**

### **A. SENIORITY**

1. Seniority shall be defined as the length of continuous service within a department and shall begin on the date an employee first assumes his/her job responsibilities, and will be credited upon successful completion of the probationary period. There shall be no seniority among the probationary employees. Time worked as a substitute employee shall not be considered for seniority.
2. Employees who terminate their employment with the District lose all accrued seniority and if later rehired, will have their seniority determined by a new effective date of employment. Seniority will not accrue while an employee is laid off. However, all employees so affected shall retain all seniority accumulated as of the effective date of layoff.
3. Seniority accrued in a former bargaining unit department shall be frozen if an employee accepts a district position outside of the bargaining unit. Frozen seniority within the bargaining unit may be used to bump back into the bargaining unit if the employee is laid off.
4. Layoff sections shall be defined as cafeteria, maintenance, mechanics, and warehouse.
5. If two or more employees in a layoff section have equal seniority in that section, the tie shall be broken by:
  - a. For all bargaining unit members employed as of ratification of the Agreement, district seniority will be used first and if a tie continues to exist, a drawing will be held to break the tie.
  - b. For all bargaining unit members hired from that date forward, their personnel file and seniority list will indicate their time (hour) as well as date of hire.
  - c. In the event there is a tie which involves bargaining unit members in both situations a. and b. above, only a. will be used to break the tie and if the tie has to be broken by a drawing, only those qualifying for a. will be included.
6.
  - a. Employees transferring from one department to another shall have their seniority frozen in that department and will begin to accumulate new seniority in the new department from the date they first assume the job, after successful completion of the probationary period.
  - b. Employees returning to their previous department in which their seniority was frozen shall have their seniority restored and return to their former step.

**ARTICLE XV - SENIORITY, LAYOFF AND RECALL** (Continued)

7. All employees shall be ranked on a list in order of their seniority by department. These seniority lists will include employee's name, classification, and initial employment date. The list will be updated and distributed to the Association by January 31 of each year. (An employee's date of hire shall be subject to challenge only the first time an employee's name appears on the seniority list. Other objections to seniority list data shall be filed in writing by the Association within thirty (30) calendar days from receipt of the lists or all objections shall be considered waived.)

B. Layoff and Recall

1. Layoff shall be defined as a necessary reduction in the work force.
2. Prior to employee notification of layoff, notice will be provided in writing to the Association of the names of employees who are to be laid off.
3. When the Board has determined the need to layoff employees, the individuals involved will be given a minimum of ten (10) work or business days written notification. Seven (7) calendar days written notification will be provided in the case of an emergency situation. An announcement shall be made at the Board meeting immediately following each layoff or recall of each position and employee affected by such action.
4. Employees shall be laid off by department within a layoff section according to the following procedures:
  - a. Employees within layoff sections as specified below shall be laid off by seniority.
  - b. When a senior employee is laid off within a layoff section, he/she may bump the least senior employee in the next lowest layoff section.
  - c. An employee whose seniority has been frozen in one department may bump back into his/her previous department and lay-off section if it will prevent his/her lay-off.

**ARTICLE XV - SENIORITY, LAYOFF AND RECALL** (Continued)

d. LAYOFF SECTIONS

Mechanics

CAFETERIA

- \* A. Main Dish
- B. Assistant Main Dish
- C. Elementary Server
- D. Helper
- E. Assistant Elementary Server

MAINTENANCE

- \* A. Maintenance I
- B. Maintenance II
- C. Maintenance III
- D. Maintenance IV

WAREHOUSE

- A. General Delivery Personnel
- B. Food-Service Delivery Personnel

\* Note - A is the highest group

Within the maintenance section, the most senior person in each trade of heating/cooling, electrical, and plumbing shall be protected from bumping and will be the last people laid off in each of their respective trades.

- e. Those employees who are laid off and choose to bump must exercise this option within five (5) business days after receiving a layoff notice. Employees being bumped out of a position shall have a minimum of ten (10) business days written notification.
5. Employees who are laid off shall be recalled in the reverse order of layoff within a layoff section. The Board will determine the degree to which personnel and programs can be reinstated. Layoff lists shall be maintained by the Board with copies sent to the Association. When employees are recalled to work, they will be placed on the same step of the salary schedule held when laid off. All accrued sick days will be restored to said employee upon return to work.



**ARTICLE XV - SENIORITY, LAYOFF AND RECALL** (Continued)

6. Recall shall be made in writing to the employee with a copy to the Association. Letters shall be sent to the employee's home address as noted in the Personnel Office. It shall be the responsibility of the employee to maintain a current address in the Personnel Office to facilitate said notification. Failure to respond to recall within seven (7) calendar days from the postmark on said written offer shall be viewed as a voluntary quit.
  7. Employees have the right to refuse recall to a position which is fewer hours than the one they were laid off from. Such refusal will not affect their position on the recall list.
  8. Temporary adjustments of the work force due to such things as emergencies, breakdown of equipment (except motorized vehicles), fire, flood, power failure, labor disputes, civil disorders, and conditions beyond the control of the District may be made without application to the above provisions. If such a temporary adjustment continues for more than five (5) working days, the Association may request the District to adjust working force according to the above Sections and the District will do so within three (3) working days thereafter. This provision will not be used to discipline any employee.
- C. Employees with at least one year participation in a health care plan provided by the district will be provided with three (3) months insurance coverage following the layoff to the same extent as that provided during employment.

## ARTICLE XVI - 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. The parties agree to make a good faith effort to resolve every dispute at the lowest possible step and at every step of the grievance procedure.
- a) Grievance involving suspension and or discharge may be initiated at step 3 of the grievance procedure.
2. a) Prior to the initiation of the formal grievance procedure, the employee shall discuss the problem with the immediate supervisor. A representative of the Association can be present at this meeting at the request of the employee or employer. The building principal/supervisor may include the MEA Uniserv Director and/or the Director of Labor in the resolution. This initial step will be taken by the employee individually and shall take place not more than seven (7) business days after the event or occurrence which is the basis of the grievance becomes known to the employee.
- b) For purposes of this Article, the immediate supervisor shall be the Supervisor of Transportation for mechanics, Supervisor of Purchasing for warehouse personnel, Supervisor of Food Service for food service delivery personnel and food service department employees assigned to a school building, and Supervisor of Maintenance for maintenance. For grievances involving hiring decisions, the informal step shall be with the leader of the hiring team.
3. **Step 1** - In the event that the problem is not resolved informally, the employee may file a formal, written grievance with the Association with a copy to the employee's immediate supervisor and the Director of Labor. The written grievance must be filed in this manner not more than fifteen (15) business days after the event or occurrence which is the basis of the grievance becomes known to the employee. After the Association and the employee's immediate supervisor have received the grievance, designated representative(s) of the Association and the employee involved shall meet with the appropriate supervisor in a scheduled meeting within five (5) business days of the date the grievance is filed. The appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) business days of the Step 1 meeting and a copy shall be furnished to the Association President, the Grievance Committee Chairperson, the Director of Labor and the grievant.

**ARTICLE XVI - GRIEVANCE PROCEDURE** (Continued)

4. **Step 2** - In the event the employee is not satisfied with the Step 1 response of the Supervisor, the grievance shall be transmitted to the Step 2 administrator (listed below) within five (5) business days of the Step 1 response. A meeting will be scheduled between the grievant and the Step 2 administrator within ten (10) business days of the receipt of the grievance by said administrator. The District has the option to include the Director of Labor (or his/her designee) in Step 2 of the grievance procedure. Within ten (10) business days after the Step 2 meeting, a written disposition of the grievance shall be made by the Step 2 administrator and a copy shall be furnished to the Association President, Grievance Committee Chairperson, the Director of Labor and the grievant. The appropriate administrator for each of the classifications is listed below:

<u>Administrator</u>	<u>Step 1</u>	<u>Step 2</u>
Mechanics	Supv. of Transportation	Director of Operations
Cafeteria/Food Service Delivery	Supv. of Food Service	Director of Operations
Maintenance	Supv. of Maintenance	Director of Operations
Warehouse	Supv. of Purchasing	Asst. Superintendent for Business Services

5. **Step 3** - In the event the employee is not satisfied with the Step 2 response, the grievance shall be transmitted to the Director of Labor within five (5) business days of the Step 2 response. A meeting will be scheduled between the grievant and the Director of Labor within ten (10) business days of the receipt of the grievance by the Director. Within ten (10) business days after the Step 3 meeting, a written disposition of the grievance shall be made by the Director of Labor and a copy shall be furnished to the Association President, Grievance Committee Chairperson and the Grievant.
5. **Step 4** - If a full resolution has not been made at Step 3 (or if no formal disposition has been made within the period provided above), either the Association or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. Such request for mediation must be made not more than three (3) business days after delivery of the Step 3 formal disposition or the due date of the formal disposition if the same has not been made. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than three (3) business days following receipt of the request.

**ARTICLE XVI - GRIEVANCE PROCEDURE** (Continued)

7. **Step 5** - If the matter is not resolved at Step 4, the grievance may be submitted to arbitration by the Association with an impartial arbitrator, provided written notice of the request for submission to arbitration is delivered to the Board no later than twenty (20) business days after either the Step 4 response (if the grievance is not mediated), or the conclusion of the mediation hearing. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings, any grounds or rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation, misinterpretation or misapplication of any provision of this Agreement or any other rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment.
- (a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement;
  - (b) The fees and expenses of the arbitrator shall be shared equally by the Board and The Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. The filing fee shall be paid by the moving party.
- B. If a grievance arises in more than one building, or involves more than one employee, it shall be initiated by the Association, and be transmitted directly to the Step 1 Administrator in writing. The written grievance shall be filed with the Step 1 Administrator within fifteen (15) business days after the event or occurrence which is the basis for the grievance becomes known to an affected employee. All Association grievances shall be first discussed informally with the Step 1 Administrator.
- 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.

**ARTICLE XVI - GRIEVANCE PROCEDURE** (Continued)

- D. The time limits described shall be strictly observed. Failure on the part of an administrator to timely respond shall not constitute a granting of the grievance. The parties can agree to deviate from the grievance procedure only by mutual written consent. Where such consent extends time lines, it will only be effective if said writing specifies a new expiration date and is signed by all parties prior to the expiration of the normally applicable time line.
- E.
  - 1. 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.
  - 2. No adjustment of any grievance shall be made which is inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the employee shall be the sole responsibility of the Association.
- F. The Association will furnish the Board with the names of its Association representatives, grievance committee members, Association officers and Association staff, and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such employee purporting to be representatives.
- G. During each step where a grievance is reduced to writing, the written statement shall clearly specify:
  - 1. The name or names, and signature(s) of the aggrieved person or persons.
  - 2. The specific section of the Master Agreement alleged to have been violated.
  - 3. In what way there has been a violation, misinterpretation or misapplication of this Agreement or rule or regulation of the Board.
  - 4. When this alleged violation occurred.
  - 5. The proposed remedy or remedies for resolution of the grievance.
- H. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the building and personnel files of the participant(s).
- I. It is understood and agreed by the parties that no further disputes or grievances filed prior to the date of ratification of the Agreement exist between the parties with respect to any contractual claims, disputes or interpretations, with the exception of ESP #1, Grievance #99-00-8 dated August 24, 2000 and Grievance #99-00-10 dated December 1, 2000.

## ARTICLE XVII - WORK SCHEDULES

- A. The work schedules for all employees shall be as follows:
1. Full-time mechanics, maintenance, and warehouse: forty (40) hours per week, over a period of five (5) consecutive days from Monday through Saturday.
  2. Part-time warehouse employees - minimum of twenty (20) hours per week provided the employee works over a period of five (5) consecutive days from Monday through Saturday.
  3. Cafeteria: a minimum of three (3) hours per day for a minimum of one hundred seventy (170) days. An elementary server assistant will work a minimum of one and one-half hours (1 1/2). In addition, cafeteria employees will be paid their regular rate of pay for at least one (1) teacher in-service day per year with the understanding that a mandatory in-service program will be scheduled for that same day. If the Food Service Department schedules more than one in-service day, Food Service employees shall receive their regular rate of pay for the actual time of the in-service. The District agrees to provide at least thirty (30) days notice for all Food Service in-service days. All elementary server employees shall be given an additional one and one-half (1-1/2) hours per week, when required, at the regular rate of pay to perform recordkeeping duties as designated by the Food Service Supervisor. All production employees' work schedules will follow the elementary student calendar.
  4. In the event of a catastrophic disaster the Board reserves the right to make any reductions or other changes which may be required to resolve this problem. A meeting will be called to discuss the problem with the union prior to a decision being made.
- B. Except in case of emergency, employees shall be provided unpaid, duty-free, uninterrupted lunch (or dinner) breaks as follows. In the event a lunch (or dinner) break is interrupted or postponed for legitimate school related business, the break will be rescheduled. The rescheduled time will be at the discretion of the Supervisor.
1. Mechanics and warehouse: thirty (30) minutes daily.
  2. Maintenance: forty-five (45) minutes daily.
  3. Cafeteria: twenty (20) minutes daily with meals provided by the Board.

**ARTICLE XVII - WORK SCHEDULES** (Continued)

- C. Employees will be provided with the following paid breaks as follows:
  - 1. Full-time mechanics, maintenance and warehouse: Ten (10) minutes in the first four (4) hours and ten (10) minutes in the second four (4) hours.
  - 2. Part-time cafeteria and warehouse employees: Ten (10) minutes daily for all those employees who work four (4) hours or more per day.
  
- D.
  - 1. Up to four (4) temporary non-bargaining unit grass cutters may be hired from April 1 -- October 31 each year unless there is a layoff in Maintenance III department. These people may also be assigned additional grounds work when grass cannot be cut during this period.
  - 2. In the event other temporary employees are hired, the administration will notify the association in writing of the specific starting and ending dates of the temporary assignment.
  
- E. No employee employed under the terms of this Agreement shall acquire tenure in any capacity.
  
- F. The District shall maintain a substitute list for food service.
  
- G.
  - 1. The normal work day and work year as outlined in this Article, Section A, above, 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 as indicated in Article XVII, Section A.
  - 2. Prior to modification of the work schedule or the implementation of a shift change, fourteen (14) calendar days written notice shall be given to the employee whose work schedule is modified, except in case of emergency. In the event that hours are reduced by one hour or more per day, the employee shall receive at least thirty (30) calendar days advance written notification.
  - 3. The Board agrees that implementation of this Section will not result in an employee losing their fringe benefits for the remainder of the school year.

## ARTICLE XVIII - MISCELLANEOUS

- A. All employees are encouraged to improve their skills through in-service training or other types of educational programs.

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

1. Employee must have been in employ of school district a minimum of one year.
  2. Course selected must relate to employee's work.
  3. Before enrolling in course, employee must submit in writing the name of the course with description, location, costs, length of course, and a statement as to how the employee thinks the course will improve his/her skills.
  4. Program must be approved by the Superintendent's Designee.
  5. Before reimbursement to employee will be made, employee will present evidence that he/she has successfully completed the course. Successful completion means "C" or above when grades are given or a certificate confirming completion when grades are not given.
  6. Books or training manuals become property of school District.
  7. If employee leaves employ of school district within one (1) year after he/she receives payment, employee will reimburse school district for amount paid by having amount deducted from employee's final pay check.
- B. Mechanic and Maintenance employees are required to purchase their own hand tools. The Board will replace or repair any tools owned by the employee which are stolen, worn out, or broken on school premises, provided the employee was not negligent. All employee-owned tools must be inventoried with the inventory list provided to the supervisor. Only tools on this list will be eligible for replacement under this Section.
- C. Mechanics are not required to drive or work on buses with students riding unless they agree with the Supervisor of Transportation to do so.
- D. Custodial Coordinators have responsibilities which include the performance of duties above and beyond those stipulated on the job description for building custodians. Specifically, Custodial Coordinators, where assigned, are to act as the conduit for supervision: i.e. they are to relay supervisor's directions to other custodians and report back to the supervisor the progress of all assigned custodial work within their building. This section shall not be interpreted as requiring Custodial Coordinators to furnish the employer with employee evaluation reports.



**ARTICLE XVIII - MISCELLANEOUS** (Continued)

- E. The status of Building Foremen as working supervisors shall be retained.
1. The future ability of the Board to assign Foremen to regularly clean a section is restricted to the following circumstances:
    - a.) Emergency situations;
    - b.) When no substitutes are available; and
    - c.) Where a vacancy occurs at the last minute.
  2. In no event will a Foreman be assigned to regularly clean a section for a period of time in excess of two (2) days.
  3. If and when the right of Foremen to be placed on the Custodial/Custodial Coordinator's overtime list is removed from the Foremen's contract, they shall no longer be eligible to perform Custodial/Custodial Coordinator overtime work. The District shall notify the Association within thirty (30) business days after the contract change.
- F. All school term employees shall be notified by Central Office if their assignment (work site, hours, etc.) is changed at least ten (10) calendar days prior to the beginning of the work year.
- G. Non-scheduled Closing Days
1. With the exception of the employees in the Maintenance and Mechanics Departments, a full complement of full year employees will not be called in for non-scheduled closing days. This Section refers only to those instances when school is canceled prior to students coming to school and does not include those days when students come to school but are dismissed early because of school closing. The school administration will determine at the start of each school year those employees who may be called to come in on non-scheduled closing days. Those employees not selected to come in to work on days when school is canceled will not have to report to work but will receive their regular daily pay. Double pay will be paid to those employees who work on a day when school is canceled.

**ARTICLE XVIII – MISCELLANEOUS** (Continued)

2. All school year employees will be entitled to three (3) paid non-scheduled school closing days and will receive pay for any additional days when and if they are made up. All full year employees will be entitled to five (5) paid non-scheduled school closing days. If more than five (5) non-scheduled school closing days occur, full year employees will be required to take a vacation or personal day in order to receive compensation for this day with the understanding that one day can be taken out of the existing sick bank to be used as a personal day for this purpose.
  3. When the District cancels school after students have been picked up and the District cannot count the day as a full day for state aid purposes, ten (10) month employees may be sent home and will receive pay only for the hours worked on that day. Second shift employees are required to report to work as usual unless otherwise specifically notified.
  4. This section also applies to employees who are regularly scheduled to work Tuesday through Saturday.
- H.
1. Except as provided above, rescheduling of days shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within the collective bargaining agreement.
  2. When an employee has a scheduled leave day (scheduled sick, vacation, business day, etc.) or a non-scheduled day which turns out to be a day when school is canceled, the employee will be charged for the time off and will not benefit from school cancellation.
- I.
- Employees shall be responsible for securing and paying for licensing, certification and recertification required by state or federal statutes or regulations. However, when the District independently establishes licensing, certification or recertification as a qualification for a position and failure to obtain the license, certification or recertification would divest the employee of his or her current position, the District will reimburse the cost upon successful completion within a reasonable period of time after said license certification or recertification test.
- J.
- In the event the District adopts any plan for year round schools, the District agrees to contact the Association to discuss the impact, if any, of such plan on ESP #1 employees prior to implementation.
- K.
- In accordance with 2011 Public Act 4, an emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act.

**ARTICLE XIX - COMPENSATION AND CLASSIFICATION**

- A. 1. The wage schedule and classification for the Mechanic department shall be:

**Mechanics**

<b>2008-09</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Mechanics Helper</b>	<b>13.85</b>	<b>14.26</b>	<b>14.71</b>	<b>15.14</b>
<b>Mechanic III</b>	<b>18.75</b>	<b>19.32</b>	<b>19.88</b>	<b>20.48</b>
<b>Mechanic II</b>	<b>20.24</b>	<b>20.84</b>	<b>21.47</b>	<b>22.13</b>
<b>Mechanic I</b>	<b>21.48</b>	<b>22.13</b>	<b>22.78</b>	<b>23.47</b>
<b>Master Truck</b>	<b>23.39</b>	<b>24.10</b>	<b>24.82</b>	<b>25.56</b>
<b>Mstr Truck/Welding</b>	<b>28.09</b>	<b>28.66</b>	<b>29.11</b>	<b>29.41</b>

Plus an additional \$.25 per hour when working second shift.

**Mechanics**

<b>2009-10</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Mechanics Helper</b>	<b>14.06</b>	<b>14.47</b>	<b>14.93</b>	<b>15.37</b>
<b>Mechanic III</b>	<b>19.03</b>	<b>19.61</b>	<b>20.18</b>	<b>20.79</b>
<b>Mechanic II</b>	<b>20.54</b>	<b>21.15</b>	<b>21.79</b>	<b>22.46</b>
<b>Mechanic I</b>	<b>21.80</b>	<b>22.46</b>	<b>23.12</b>	<b>23.82</b>
<b>Master Truck</b>	<b>23.74</b>	<b>24.46</b>	<b>25.19</b>	<b>25.94</b>
<b>Mstr Truck/Welding</b>	<b>28.51</b>	<b>29.09</b>	<b>29.55</b>	<b>29.86</b>

Plus an additional \$.25 per hour when working second shift.

2. Any Mechanic employed by the District who secures and maintains full automobile/light truck mechanic certification (meaning all sections/parts), from either the ASE or the Michigan Secretary of State office (Bureau of Automotive Regulation) as approved in advance by the Supervisor of Transportation, shall receive a lump sum off-schedule payment in the amount of \$2,680.00. Such payment will be made by the District in the employee's last paycheck of each specified contract year. A Mechanic who obtains the certification during a contract year will be entitled to a pro-rata amount.
3. Mechanic employees shall be placed in classification based on the following criteria:
  - a. Mechanics Helper: General mechanical ability and skill.
  - b. Mechanic III: Must be certified in two (2) of the six (6) certifications for Master Truck Mechanic; i.e., gas engine repair, diesel engine repair, electrical systems, drive train, brakes and braking systems, suspension and steering.

**ARTICLE XIX - COMPENSATION AND CLASSIFICATION** (Continued)

- c. Mechanic II: Must be certified in three (3) of the six (6) certifications for Master Truck Mechanic.
  - d. Mechanic I: Must be certified in four (4) of the six (6) certifications for Master Truck Mechanic.
  - e. Master Truck Mechanic: Must have Master Truck Mechanic certification issued by Michigan Department of State, Bureau of Automotive Regulation with five (5) years Mechanic's experience.
4. When a bargaining unit member substitutes for the Head Mechanic, he shall be paid the Head Mechanic's wage if the Head Mechanic is Master Truck Certified. If the Head Mechanic is not Master Truck Certified, then the bargaining unit member will receive the difference between the Head Mechanic's wage and what it would be if the Head Mechanic were Master Truck Certified.
  5. Mechanic employees will be paid their regular rate of pay for all hours actually in attendance at mandatory classes.

B. 1. The wage schedule and classification for the Maintenance department shall be:

**Maintenance**

<b>2008-09</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Maintenance IV</b>	<b>16.14</b>	<b>16.65</b>	<b>17.13</b>	<b>17.65</b>
<b>Maintenance III (OD)</b>	<b>20.08</b>	<b>20.70</b>	<b>21.32</b>	<b>21.95</b>
<b>Maintenance III (HS)</b>	<b>21.53</b>	<b>22.17</b>	<b>22.84</b>	<b>23.53</b>
<b>Maintenance IIIA</b>	<b>21.19</b>	<b>21.84</b>	<b>22.49</b>	<b>23.18</b>
<b>Maintenance II</b>	<b>22.23</b>	<b>22.91</b>	<b>23.59</b>	<b>24.30</b>
<b>Maintenance I</b>	<b>29.46</b>	<b>30.04</b>	<b>30.49</b>	<b>30.80</b>

**Maintenance**

<b>2009-10</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Maintenance IV</b>	<b>16.38</b>	<b>16.90</b>	<b>17.39</b>	<b>17.92</b>
<b>Maintenance III (OD)</b>	<b>20.38</b>	<b>21.01</b>	<b>21.63</b>	<b>22.28</b>
<b>Maintenance III (HS)</b>	<b>21.85</b>	<b>22.50</b>	<b>23.18</b>	<b>23.88</b>
<b>Maintenance IIIA</b>	<b>21.51</b>	<b>22.17</b>	<b>22.83</b>	<b>23.53</b>
<b>Maintenance II</b>	<b>22.56</b>	<b>23.25</b>	<b>23.94</b>	<b>24.66</b>
<b>Maintenance I</b>	<b>29.90</b>	<b>30.49</b>	<b>30.95</b>	<b>31.26</b>

2. Maintenance employees shall be paid an additional \$.25 per hour when working second shift.

**ARTICLE XIX - COMPENSATION AND CLASSIFICATION** (Continued)

3. Maintenance employees shall be placed in classification based on the following criteria:

a. Maintenance I

Technically skilled (must have highest license/certification in trade)  
Master Licensed Electrician  
Unlimited Heating  
Unlimited Refrigeration and Air Conditioning  
Master Licensed Plumber  
Carpenter with Residential Builders License  
Welder with Welder Certification  
Locksmith  
Building Engineer (highest license in trade)  
and other licenses as mutually agreed to.

b. Maintenance II

Advanced Skilled (Journey -- Time and Experience in a Specific Trade):  
Building Engineer  
Carpentry  
Electrical Maintenance  
Equipment Repair  
Heating - Refrigeration - Air Conditioning  
Plumbing  
Roof Repair - Glazing  
Skilled Maintenance Support  
Small Engine Repair  
Welding

Employees in Maintenance II classification have skills in one or more areas. They are able to work without direct supervision, can supervise people working with them, can order supplies and replacement parts for specific jobs.

c. Maintenance III

Skilled  
High School Maintenance and Outside Maintenance  
Possess experience in at least one area of building and/or landscaping maintenance. Works with minimal supervision and are helpers for Advanced Skilled where needed.

**ARTICLE XIX - COMPENSATION AND CLASSIFICATION** (Continued)

d. Maintenance III-A

Purchasing/Warehouse Agent  
Purchasing/Transportation Agent

e. Maintenance IV

General Helpers  
Those employees not falling in one of the above-mentioned categories who are strictly providing help in all areas of the maintenance program including Building and Grounds.

- C. 1. The wage schedule and classification for the Food Service Department/Cafeteria employees shall be:

**Food Service  
2008-09**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I - HELPER	11.65	12.24	12.84	13.50	14.16	14.89
II - ASST. MAIN DISH	11.96	12.56	13.20	13.85	14.53	15.27
III - MAIN DISH	12.69	13.32	13.98	14.68	15.42	16.19
IV - ELEMENTARY SERVER	12.20	12.82	13.45	14.13	14.83	15.58
V - ASST. ELEM SERVER	11.96	12.56	13.20	13.85	14.52	15.27

Plus an additional \$.11 per hour when working second shift (Satellite Production Kitchen).

**Food Service  
2009-10**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I - HELPER	11.83	12.42	13.03	13.70	14.37	15.11
II - ASST. MAIN DISH	12.14	12.74	13.39	14.06	14.75	15.49
III - MAIN DISH	12.88	13.52	14.19	14.90	15.65	16.43
IV - ELEMENTARY SERVER	12.38	13.01	13.65	14.34	15.05	15.81
V - ASST. ELEM SERVER	12.14	12.74	13.39	14.06	14.74	15.49

Plus an additional \$.11 per hour when working second shift. (Satellite Production Kitchen).

**ARTICLE XIX - COMPENSATION AND CLASSIFICATION** (Continued)

2. For the 2000-2001 school year, all employees hired prior to November 17, 1994, will be placed at their current step on the new compensation schedule. Employees whose anniversary dates have passed before the date of Board ratification shall advance a step on the compensation schedule.
3. Employees who were hired after November 17, 1994, will be placed on Step #1 of the new compensation schedule. Employees whose anniversary dates have passed before the date of Board ratification shall advance to Step #2 on the new compensation schedule.
4. Cafeteria employees shall be placed in classification based on the following criteria:
  - I - Helper: General, entry level skills.
  - II - Assistant Main Dish: Assist in baking or preparation of main dish for 80% of their work day.
  - III - Main Dish: Directs baking or preparation of main dish for 80% of their work day.
  - IV - Elementary Server: Basic bookkeeping skills.

**ARTICLE XIX - COMPENSATION AND CLASSIFICATION** (Continued)

D. The wage schedule and classification for the Warehouse Department shall be:

<b>Warehouse</b>				
<b>2008-09</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>General Delivery</b>	<b>17.16</b>	<b>17.71</b>	<b>18.88</b>	<b>19.46</b>
<b>Food Service</b>	<b>17.16</b>	<b>17.71</b>	<b>18.88</b>	<b>19.46</b>
<b>Warehouse Coordinator</b>	<b>19.75</b>	<b>20.35</b>	<b>20.97</b>	<b>21.60</b>

<b>Warehouse</b>				
<b>2009-10</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>General Delivery</b>	<b>17.42</b>	<b>17.98</b>	<b>19.16</b>	<b>19.75</b>
<b>Food Service</b>	<b>17.42</b>	<b>17.98</b>	<b>19.16</b>	<b>19.75</b>
<b>Warehouse Coordinator</b>	<b>20.05</b>	<b>20.66</b>	<b>21.28</b>	<b>21.92</b>

- E. No employee will be required to transport students in their own car. When employees are requested to drive their own vehicles on school business, they shall be reimbursed at the current IRS rate.
- F. The "Steps" referred to in Sections A - F above will be construed to be a one (1) year period. Employees shall move from Step to Step after a one (1) year period on the Step.
- G. For purposes of the shift differential payment, the second shift shall be considered the shift that commences at or after 2:00 p.m.; for Mechanics the second shift shall be any shift that begins at or after 12:30 p.m.
- H. In the event of a change in the method of funding education in Michigan 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 XIX. 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. During bargaining, Article XIX shall remain in full force and effect at the levels in existence on the date on which the hardship event occurs.
- I. Any employee doing seasonal work/salting and begins before 4:00 a.m. will receive an additional \$.25 per hour for their entire shift.



**ARTICLE XIX - COMPENSATION AND CLASSIFICATION** (Continued)

- J. Compensation for ESP #1 employees for 2012-13 shall be eligible employees move a step increase. Employees not eligible for a step will receive a 1% off schedule payment for the 2012-13 school year. No payments will be retroactive.

## ARTICLE XX - UNIFORM REGULATIONS

### A. Cafeteria

1. A uniform allowance of one hundred fifty dollars (\$150.00) shall be granted to each employee at the beginning of their work year to be paid on the second pay of the student school year. It is understood that up to two pairs of shoes may be purchased within the \$150.00 allowance. Sales Tax ID number form will be given to employees before the end of the school year.
  - a. Employees hired during the school year prior to April 1 shall be entitled to a full uniform allowance.
  - b. Employees hired during the school year after April 1 shall be entitled to no uniform allowance, but will be required to wear appropriate clothing during work hours.
2. Those employees who receive uniforms under this Agreement and leave the employ of the Walled Lake Schools within sixty (60) working days of the date of the receipt of their uniform allowance, shall reimburse the Walled Lake Schools as follows:
  - a. Within thirty (30) working days, the full cost of the allowance;
  - b. Within sixty (60) working days, prorated at 50% off the cost of the allowance;
  - c. Reimbursement shall be made before employee terminates employment.

### B. Maintenance, Purchasing, Warehouse

1. All employees will receive district authorized clothing and wear authorized clothing on all scheduled student days (all shifts). All uniforms must be worn as an outer garment while the employee is working inside a building.
2. Administration will determine the dress code (including an option for name tags) for all employees not choosing to receive uniforms. Appropriate clothing will be worn at all times. The administration dress code, as well as the determination as to what constitutes appropriate clothing shall not be subject to the grievance procedure.
3. Maintenance-Purchasing employees shall receive five (5) shirts, in any combination, one (1) sweatshirt and three (3) pants starting in the 2001/2002 school year. In the 2002/2003 school year three (3) shirts, in any combination, and three (3) pants. Employees who can show need based upon ordinary wear and tear, will receive up to five (5) shirts and five (5) pants. The District will provide coveralls for maintenance employees when requested.

**ARTICLE XX - UNIFORM REGULATIONS** (Continued)

4. New employees, after completion of probationary period, shall receive five (5) complete uniforms.
5. A committee of two (2) WLESP #1 Board members and two (2) Administrators will select the type of uniforms and the selection process. Appropriate clothing will be worn at all times.

C. Mechanics

Each employee will receive a daily change of uniforms. The company supplying the uniforms will be requested to provide new uniforms during the month of September. Each employee will receive outer garments with replacement of such garments being approved by the Supervisor of Transportation.

## **ARTICLE XXI - CONTINUITY OF OPERATIONS/CONFORMITY TO LAW**

- 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 and each member of the Association accordingly agrees that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act, any work slowdowns or similar concerted activity.
  
- B. If any Article or Section of this Agreement shall at any time become invalid under existing or future laws or 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), the remainder of this Agreement shall not be affected in any way and the remaining provisions of this Agreement shall continue in effect.

## **ARTICLE XXII - EMPLOYEE EVALUATIONS**

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

## ARTICLE XXIII - EMPLOYEE RIGHTS


- A. No member of the Association who has completed his/her probationary period shall be disciplined without just cause.
- B. 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. The personnel file will be the only official file kept on employees.
- C. Employees have the right to a private meeting, separate from students, parents, Community members, and fellow personnel, when being counseled or disciplined.
- D. Employees are entitled to the presence of an Association representative during any meeting which will or may lead to disciplinary action by the Board. 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. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.
- E.
  - 1. Any complaint lodged against an employee, related to job performance, determined by supervisor 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 investigation is deemed necessary by the Administration, the time limits in this section shall not apply.
- F. The Board shall honor written requests to remove evaluative information from an employee's file in accordance with the Bullard-Plawecki Act. Negative evaluative information will be removed from the file after two (2) years providing there has been no reoccurrence of the type of employee behavior which was reported and placed in the employee's file.

**ARTICLE XXIV - DURATION OF AGREEMENT**


- A. This Agreement, effective July 1, 2012, shall continue in effect until 11:59 p.m. June 30, 2013.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- C. While the terms and conditions of this Agreement shall remain in full force and effect for the duration of the Agreement, nevertheless, it is recognized that matters may arise during the life of this Agreement which are of vital mutual concern to the parties. If such matters do arise, the parties may, by mutual written agreement, arrange for a special conference to discuss the matter. Arrangements for such a meeting shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such a meeting shall be confined to those in the agenda. No such meeting shall take place during working hours, unless agreed to by the District.

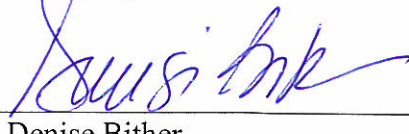
WALLED LAKE ESP #1

WALLED LAKE BOARD OF EDUCATION

By:   
Patricia Beagle  
President, Walled Lake ESP #1

By:   
Kathy Lyall  
President, Board of Education

By:   
Aaron Sheposh  
Uniserv Director, Walled Lake ESP #1

By:   
Denise Bither  
Secretary, Board of Education

**LETTER OF UNDERSTANDING**  
**between the**  
**WALLED LAKE BOARD OF EDUCATION**  
**and the**  
**WALLED LAKE ESP #1**

The parties acknowledge there have been contract negotiations between representatives of the Walled Lake Consolidated School District and the Walled Lake ESP #1, with respect to healthcare issues leading toward the execution of a collective bargaining agreement ("CBA") effective July 1, 2009. The healthcare plan as outlined in the CBA includes the self-funding of some of medical co-payments by the District. For the convenience of association members/employees, an employee can elect to receive an "In- Network Medical Co-Payment Card (the "Card") for specific in-network medical co-payments. In conjunction with this option, there are supplemental understandings of the parties with respect to the use of the Card, which are as follows:

1. Any employee who requests and is issued the Card must review and voluntarily sign the In-Network Medical Co-Payment Card Agreement (the "Agreement").
2. The terms of the Agreement shall control the employee's use of the Card.
3. Any enforcement of the terms of the Agreement by the District shall be a separate independent matter between the employee and the District which shall not involve the Association. The employee is not entitled to utilize the grievance procedure (or binding arbitration) remedies set forth in the CBA as a result of the District's implementation or enforcement of the terms of the Agreement.



## APPENDIX A - APPRAISAL OF EMPLOYEE PERFORMANCE

This appraisal form is intended for use with:  
**WALLED LAKE SCHOOL EDUCATIONAL SUPPORT PERSONNEL (ESP #1)**

Name of Employee _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Last</span> <span>First</span> </div>	Date of Evaluation:
Position in which Employee is being evaluated: _____ Department: _____ Date Employee came under your supervision: _____	Building:
Employee Status <input type="checkbox"/> Probationary <input type="checkbox"/> Non-Probationary	<b><u>RATING SCALE</u></b>  G - Good S - Satisfactory N - Needs Improvement U - Unsatisfactory NB - No Basis
1. Please read the entire form to first understand the scope of this performance evaluation. 2. Remember that this is an annual appraisal (bi-annual for bus drivers) 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 (bi-annually for bus drivers) 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, was not observed 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 tools and/or 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.	Performs work in an orderly manner	G S N U NB
e.	Follows job and safety rules and regulations, when applicable	G S N U NB
f.	Ability to work with immediate supervisor	G S N U NB
g.	Accepts responsibility of job willingly	G S N U NB
h.	Demonstrates interest in work	G S N U NB
i.	Ability to work well without supervision	G S N U NB
j.	Availability for work	G S N U NB
k.	Uses good judgement	G S N U NB
l.	Dresses appropriately for the job	G S N U NB
m.	Is neat and clean	G S N U NB
n.	Demonstrates initiative	G S N U NB
o.	Attendance	_____ # of days absent

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

III. COOPERATION WITH OTHERS

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

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

Signature of Supervisor	Title:
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I have reviewed this evaluation with my supervisor and have received a copy.

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

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

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

cc: Employee  
 Supervisor