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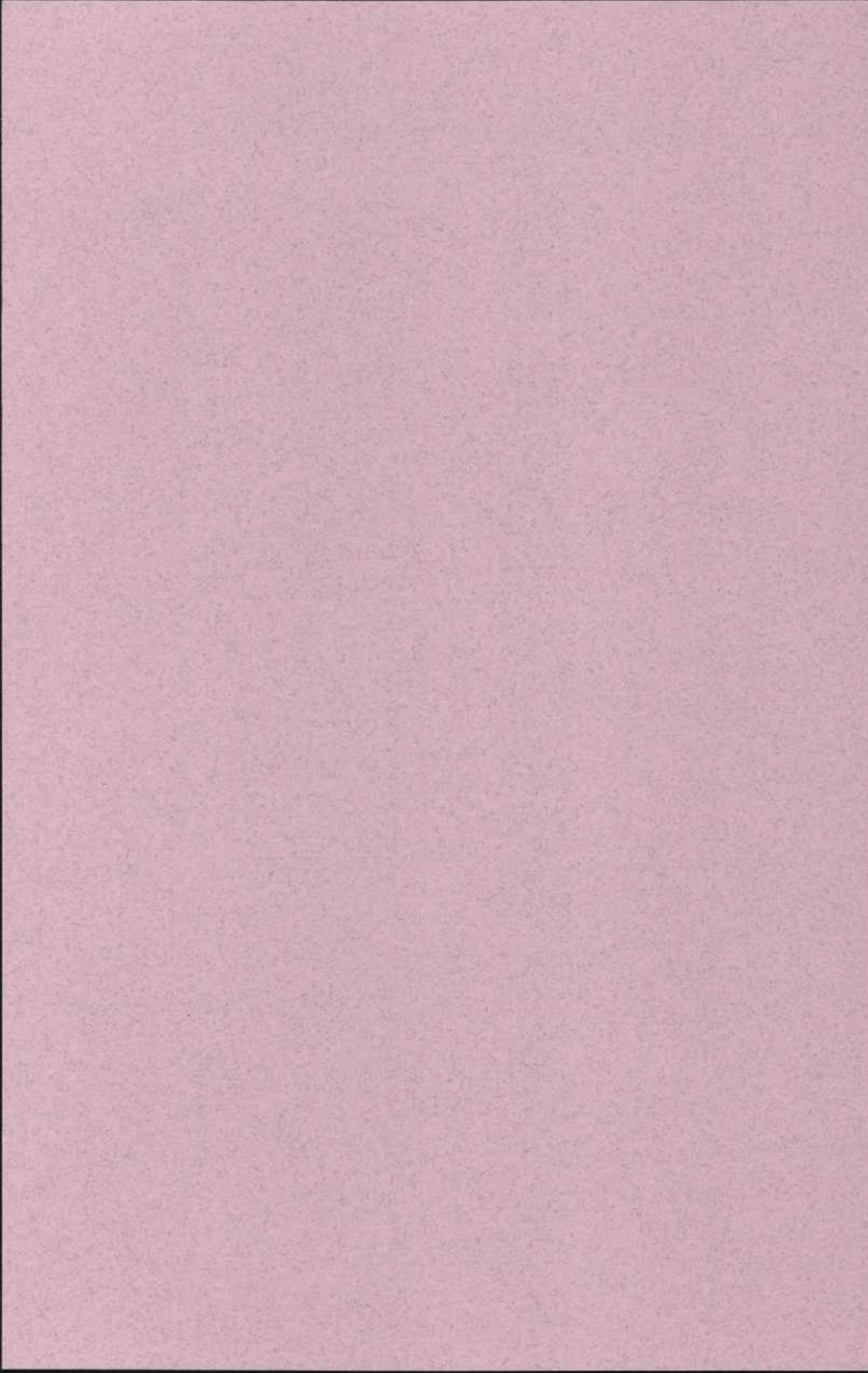
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**MASTER AGREEMENT**  
**FOR**  
**THE LIVONIA BOARD OF EDUCATION**  
**AND**  
**THE LIVONIA SECRETARIAL ASSOCIATION**  
**MICHIGAN EDUCATION ASSOCIATION -**  
**MEA**



**July 1, 1996 to June 30, 1999**

*Livonia Public Schools*



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**FOR**  
**THE LIVONIA BOARD OF EDUCATION**  
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**MASTER AGREEMENT  
FOR  
THE LIVONIA BOARD OF EDUCATION  
AND  
THE LIVONIA SECRETARIAL ASSOCIATION  
MICHIGAN EDUCATION ASSOCIATION - MEA**

This Agreement entered into this 5th day of December, 1994 by and between the Board of Education of the Livonia Public Schools School District, Wayne County, Michigan, hereinafter called the DISTRICT and the Livonia Secretarial Association, Michigan Education Association (MEA).

**WITNESSETH**

WHEREAS, the District has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965; to bargain with the Association as the representative of its secretarial personnel with respect to hours, wages and terms and conditions of employment.

In consideration of the following mutual covenants it is hereby agreed as follows:

**ARTICLE I - RECOGNITION**

**Section A.** The District 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 regular part-time secretaries, bookkeepers, material production technicians, cashiers\*, key punch operators, varitype/composer operators, and clerk typists. Excluded are the first and second secretaries to the Superintendent, Deputy Superintendent, Assistant Superintendents in charge of Instruction, Business, and Personnel, confidential employees, supervisors and all other employees.

**Section B.** The District agrees not to negotiate with any organization purporting to represent members of this unit or any individual other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.

**ARTICLE I (Cont'd)**

**Section C.** It is mutually agreed and understood that this Agreement shall be subject to ratification by the Board and the Association members and once ratified, it shall be signed by the officers of the Association and the President of the Board of Education, or his/her designee.

\*See Letter of Understanding



## ARTICLE II - ASSOCIATION SECURITY

### Section 1. Agency Shop

Each employee who, on the effective date of the Agreement, is a member of the Association may authorize dues deductions for the length of this contract. Each employee hired on or after the execution of this Agreement shall be bound by the same dues requirements. Any employee who is not an Association member and who does not make application for membership shall, as a condition of employment, pay to the Association each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the District within thirty (30) days after receipt of written notice to the District by the Association.

### Section 2. Association Dues Checkoff

The District agrees to deduct the Association membership initiation fee, or service charge to non-members, and once each month, dues from the pay of those employees who individually request in writing that such deductions be made. Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the District's Business Office. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the tenth of the succeeding month after such deductions are made.

### Section 3. Save Harmless Clause

The Association shall indemnify and save the District harmless against any claims, demands, suits and other forms of liability that may arise by reason of the District's complying with the provisions of this Article.

### ARTICLE III - DEFINITIONS

**Section A.** Whenever the term "District" is used, it shall mean the Board of Education of the Livonia Public Schools School District and shall include its designee upon whom the Board has conferred authority to act in its place and stead.

**Section B.** Whenever the term "MEA" is used, it shall mean the Livonia Secretarial Association (MEA) and shall include its designee upon whom the Association has conferred authority to act in its place and stead.

**Section C.** Whenever the term "employee" is used, it is to include any member or members of the bargaining unit.

**Section D.** Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.

**Section E.** Whenever the term "Assistant Superintendent" is used, it shall mean the Assistant Superintendent in charge of personnel covered by this Agreement.

**Section F.** Whenever the term "Immediate Supervisor" is used, it shall mean the administrator of any work location or functional division or group.

**Section G.** Whenever the term "Association Representative(s)" is used, it shall mean the person(s) designated by the Association to represent an individual or group of employees.

#### ARTICLE IV - MANAGEMENT RIGHTS CLAUSE

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the Livonia School District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
- C. 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, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, the institution of new and/or improved methods of changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

#### Article IV (Cont'd)

- G. Determine the place of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the District shall not abridge any rights from employees as specifically provided for in this Agreement.
- J. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria and not in conflict with this Agreement.
- K. Nothing in this Agreement shall limit in any way the right of supervisors to perform production and maintenance work in a training, supervisory, instructional, or emergency capacity as they have in the past.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the District, the adoption of policies, rules and 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.

## ARTICLE V - ASSOCIATION RIGHTS

**Section A.** Pursuant to Act 379 of the Public Acts of 1965, the District hereby agrees that every employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection and that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**Section B.** Members of the Association shall have the right to use school building facilities and equipment at all reasonable hours in accordance with Building Use policies. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members for the dissemination of appropriate information.

**Section C.** The District agrees to furnish to the Association, in response to reasonable requests from time to time, information concerning the allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees; together with information which may be necessary for the Association to process any grievance.

**Section D.** The Association shall receive a bi-monthly report of all employees covered under this Agreement stating: name, place of assignment, date of employment and classification.

**Section E.** When necessary to process grievances as outlined in Article XVIII, bargaining unit members involved shall not lose time or pay when such meetings are scheduled during working hours.

**Section F.** The Association has a bank of eighty (80) hours with pay for representatives to attend conferences and workshops. Permission for absences under this provision must be secured at least one week in advance.

## **ARTICLE VI - PHYSICALS AND X-RAY EXAMINATIONS**

The District shall pay the cost for any physical examination required by the Board for initial employment.

The District shall pay the total cost of any physical examinations specifically requested by management for the continued employment of the employee.

## ARTICLE VII - SENIORITY

**Section A.** Seniority shall be defined as the length of service within the District as a member of the bargaining unit. A new member's seniority date shall be established when he/she successfully completes the probationary period and shall reflect the first day of employment as a regular employee in the unit.

**Section B.** In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

**Section C.** An employee shall be terminated and lose his/her seniority rights if he/she:

1. quits,
2. is discharged,
3. is laid off for a period equal to his/her seniority or three years whichever is greater,
4. fails to accept recall to a suitable position or fails to report to work at the designated time and place fifteen (15) calendar days after recall. All recall notices shall be sent by certified mail to the address of record on file in the Personnel office,
5. retires,
6. fails to return from an authorized leave of absence, without permission or a reasonable excuse, at designated time for the leave termination,
7. is absent for fifteen (15) consecutive days without a reasonable excuse acceptable to the District.

**Section D.** It shall be the responsibility of each employee to notify the employer of any change of address or telephone number.

The employee's address and telephone number as it appears on the employer's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

**Section E.** Seniority dates in effect at the time this Master Agreement goes into effect shall be permanent. All seniority employees shall accrue seniority on a continuous basis.

## ARTICLE VIII - GENERAL QUALIFICATIONS

**Section A.** The District agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, religion, national origin, age, sex, marital status, political activities, or membership or participation in the activities of the Association or any other Union.

**Section B.** The District will not aid, promote, or finance any group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization for the purpose of undermining the Association.



## ARTICLE IX - DISCIPLINE, DEMOTION, AND DISCHARGE

### I. Discipline

**Section A.** Rules and regulations governing conduct and performance of employees shall be reasonable. No employee shall be disciplined without just cause.

**Section B.** Employees involved in disciplinary proceedings have the right to have a Association Representative present.

**Section C.** An employee shall have the right to appeal through the grievance procedure.

**Section D.** Demotion or discharge of any employee is subject to the grievance procedure beginning at Step Two.

### II. Demotion

**Section A.** A demotion shall be defined as reducing an employee's classification, hours, or pay. It shall not be deemed a demotion if the change is requested by the employee or required because of bumping.

**Section B.** A demotion may occur due to the inability to capably perform the duties required by a position. In such a case, written detailed evidence of inability shall be required as proof.

**Section C.** Employees being demoted shall be notified by personal interview with the appropriate supervisor.

### III. Discharge

**Section A.** The responsibility for the suspension or dismissal of any employee for any just cause shall lie with the Assistant Superintendent or his designated representative. He shall, however, notify the Association in advance of his action, except in unusual circumstances.

**Section B.** An employee who is discharged or suspended shall have the right to consult with an Association representative before the employee is required to leave the premises.

**ARTICLE IX (Cont'd)**

**Section C.** The employee shall have the right to appeal through the grievance procedure.

**ARTICLE X - HOLIDAY LEAVE**

**Section A.** Employees are entitled to the following paid holidays at their regular daily rate.

Independence Day*	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

- \* Shall include summer school employees who are regular employees during the school year.
- \* Less than twelve month employees who continue in their classification beyond their regular work year may qualify for holiday pay for Independence Day or Labor Day subject to the provisions in this Article.

**Section B.** Employees are required to work on the day immediately before and after the aforementioned holidays or be on approved paid leave days(s) to benefit from this Section.

**Section C.** When a paid holiday falls on a Saturday or Sunday, it shall be observed as a paid holiday in conformance with the school calendar.

## ARTICLE XI - VACATIONS

### Section A. Past Credit

Employees shall be credited with all previous years of service in determining vacation time providing they have worked at least 170 days during that school year.

### Section B. No Accumulation

Vacation days shall not be cumulative from one year to the next and are to be taken annually except in extenuating circumstances when approved by the District.

### Section C. Qualifying Credit

Vacation credit shall be given for every month in which an employee received pay for the majority of the scheduled working days in that month.

### Section D. Vacation Requests

All requests for scheduled vacation time shall be submitted to the Supervisor by April 1.

### Section E. Holidays

Legal holidays falling within the vacation period shall not be counted as vacation days.

### Section F. Computation

1. All employees shall be granted a vacation with pay computed as of June 30 each year as follows:

<u>Completion of Service to the District</u>		<u>Less than 12 Month Employees</u>
1-12 months service	1 day per each month worked	(9.96)
1- 4 years service	12 days	
5 years service	13 days	(10.79)
6 years service	14 days	(11.62)
7 years service	15 days	(12.45)
10 years service and over	20 days	(16.60)

2. Vacation for less than twelve (12) month employees shall be computed at .83 of the amount of twelve (12) month employees above. These days will be paid

## ARTICLE XI (Cont'd)

days and not taken as time off work. Days will be paid to insure a full paycheck during winter, mid-winter, and spring recess, subject to the number of days earned. Any remaining days will be paid in the final paycheck of the school year.

**Section G.** Paid vacation shall be interpreted as time worked.

**Section H.** All vacation time of one (1) day or more shall be scheduled by the immediate supervisor who will consider the request of the employee. If two requests are made for the same period and only one can be honored, the high seniority employee will get preference.

**Section I.** An employee may receive his/her vacation pay before the beginning of his/her vacation providing he/she gives the Payroll Department two (2) weeks advance notice in writing whenever possible.

**Section J.** Three (3) additional days with pay will be given each year to allow all bargaining unit members one (1) full week during the Christmas holidays. If a department is required to work during this period, arrangements will be made to grant three (3) days at a later date.

**Section K.** Vacation credit shall be earned based on an employee's average hours worked, up to 40 hours per week, for the year.

## ARTICLE XIII - LEAVES OF ABSENCE

### Section A. Sick Leave

1. Sick leave shall be earned at the rate of one (1) day for each four (4) weeks worked, with not less than ten (10) days per year and not more than twelve (12) days per year.
2. New employees shall be entitled to six (6) days sick leave on the first day of employment. After a three (3) month period, a new employee may be granted the balance of his/her sick leave for that year.
3. If the new employee does not finish his/her year of employment, the used/unearned sick leave shall be deducted from the final paycheck.
4. An employee's unused sick leave days, at the end of each year, shall be allowed to accumulate for use in future years.
5. Sick leave may apply to illness in the immediate family, not to exceed five (5) days per year. Immediate family shall be defined as: mother, father, husband, wife, son/daughter or other persons in a similar relationship to the family household.
6. If an employee is ill or disabled for a length of time greater than his/her accumulated sick leave (except Maternity Disability), he/she must apply for an extended leave of absence (see Section B) within thirty (30) days from his/her last paid sick day. (SEE ALSO SECTION D, FAMILY AND MEDICAL LEAVE ACT).

Application for such leave shall state a definite return date from the leave. An application which does not state a definite return date shall be returned to the employee with a request for a return date. He/she shall be granted a leave of absence as referred to in Section B-1 of this Article.

7. Employees shall be given an accounting of accumulated sick leave each September.
8. Unused sick leave days shall be maintained in each employee's bank but shall not accrue during any leave of absence.

## **ARTICLE XII (Cont'd)**

### **Section B. Medical Leave of Absence**

1. An employee may be granted up to one (1) year leave of absence, without pay, due to personal or immediate family illness. Immediate family shall be defined as: father, mother, husband, wife, son/daughter or other persons in a similar relationship to the family household.
2. Written application for a medical leave shall be made by the employee to the Assistant Superintendent for Personnel.
3. An employee returning from a leave of absence due to personal illness, with a physician's statement, shall be placed according to the Obligation List in a classification as close as possible to the one held when leave began. If the physician recommends a lighter work load, every effort shall be made by the Assistant Superintendent to place the employee in a classification in which he/she is capable of performing. The District reserves the right to have an employee examined by his/her own physician before his/her return to work. This shall be at the expense of the Board of Education. In some cases, the services of a mutually agreed upon third physician may have to be secured.
4. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
5. Maximum leave shall not exceed two (2) years.
6. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.

### **Section C. Personal Leave**

1. An employee who has been employed for one (1) year or more may be granted up to one (1) year leave of absence, without pay, due to personal reasons including child care and/or adoptions.
2. Written application for such leave shall be made by the employee to the Assistant Superintendent for

## ARTICLE XII (Cont'd)

Personnel two (2) calendar weeks prior to the leave-taking, except in cases of emergency nature.

3. In computing service to determine the employee's position on the seniority list, personal leave granted prior to October 6, 1980, shall not be counted as active service.
4. Leave of absence for personal reasons may be extended by a request in writing to a maximum of two (2) calendar years.
5. Leave of absence as described shall be without pay or fringe benefits.
6. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted.
7. An employee requesting return from a personal leave shall be placed on the Obligation List consistent with his/her seniority date, level, hours and months.

A person on a personal leave may request to return before the leave has ended and shall be placed consistent with the paragraph above.

### Section D. Family and Medical Leave Act (FMLA)

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the BOARD will grant a leave of absence for one or more of the following:

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or,
4. The employee is unable to perform the essential job functions because of a serious health condition.



## ARTICLE XII (Cont'd)

FMLA leaves are only available to employees who have been employed by the District for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical, optical and dental benefits and the right to job restoration ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period. (See Section B, Medical Leave of Absence).

An employee requesting an FMLA leave must provide the Assistant Superintendent for Personnel at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, then notice is to be provided as soon as practicable.

When a leave denoted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement. Employees granted such leave must utilize accumulated vacation days and accumulated personal business days (in that order), after which time the leave is unpaid.

When a leave denoted as (3) above is granted, the employee must utilize accumulated sick leave time, accumulated vacation days, and accumulated personal business days (in that order), after which time the leave is unpaid.

When a leave denoted as (4) above is granted, the employee must utilize accumulated sick leave days and accumulated personal business days (in that order), after which time the leave is unpaid.

Leaves denoted as (3) or (4) above must be supported by medical certification from a health care provider stating (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts, and (4) a statement that the employee is unable to perform the essential functions of his/her position, or that the

## ARTICLE XII (Cont'd)

employee is needed to care for the person. The District reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the District concerning any information within the medical certification.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The District may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the District.

The District will continue to provide an employee's medical, optical and dental insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

An employee on an FMLA leave shall not engage in any outside or supplemental employment.

The District may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from an FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

If the employee has not satisfactorily completed the probationary period at the commencement of an FMLA leave, then upon cessation of the leave, the employee must work the days needed to complete the probationary period.

## **ARTICLE XII (Cont'd)**

### **Section E. Jury and Court Leave**

Jury and Court Leave: Each full-time employee shall be excused from his/her regularly assigned duties for jury duty, or the attendance at any court pursuant to a subpoena in a work connected or criminal case, provided he/she is a non-party witness or a party defendant with the District. He/she shall be paid the difference between his/her regular rate and such amount as he/she may receive as juror or witness fees.

### **Section F. Personal Business**

1. Employees requesting personal business days must give written notification, which includes general reasons, which shall be kept confidential, to the immediate supervisor. Except in cases of emergency, forty-eight (48) hours notice must be given.
2. All ten (10) month employees shall be permitted two (2) days per year for personal business, and all twelve (12) month employees shall be permitted two (2) days per year for personal business. All may be granted an additional two (2) days with the approval of the Assistant Superintendent for Personnel and without deduction from sick leave. If unused, the initial two (2) personal business days will be added to the individual's sick bank.
3. Personal business days are to be used for non-recreational purposes which cannot be handled during non-work hours.
4. Employees are permitted to use their personal business days for official church holidays, provided notice is given in advance.
5. Only in emergencies may personal business days be taken under the provision of this Article on the last day of school or days immediately preceding or following a holiday. Any use of personal business days under this emergency provision must have prior approval by the Assistant Superintendent for Personnel or designee.

### **Section G. Bereavement**

All employees shall receive up to five (5) days leave, if necessary, with pay without deduction from sick/personal days, because of death in the family.

## **ARTICLE XII (Cont'd)**

Family shall be defined as: mother, father, sister, brother, husband, wife, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or any person in loco parentis.

### **Section H. Special Leave**

The District, at its option, may grant a special leave to bargaining unit members who assume non-District employment for an indefinite period of time. When the District views this arrangement as a benefit to the District and grants the leave, the employee shall comply with all provisions of this Article. The member shall maintain and accumulate seniority and enjoy "return from personal leave" and "recall rights". All requests for this leave shall be in writing and the conditions shall be outlined prior to the granting of such leave.

**Section I.** Any leaves granted after October 6, 1980 shall accrue seniority.

**Section J.** The District will grant military leave in accordance with current law. An employee requesting such leave shall be informed of his or her rights.

## ARTICLE XIII - INSURANCE

### Section A. Coverage

The District shall pay the premiums to provide hospitalization, major medical, income protection and life insurance for eligible employees and their dependents as defined under approved District policy. This coverage is subject to the terms and conditions of the agreement between the District and the carrier.

Effective approximately January 1, 1995 a first aid emergency rider providing usual, reasonable, and customary (URC) coverage for emergency room and physician costs will be implemented.

Effective approximately January 1, 1995 a three dollar (\$3.00) co-pay on prescription drugs will be implemented.

### Section B Plan Choices

Employees may take advantage of one (1) of the following plans:

#### Plan I

- (a) Hospitalization and major medical for the employee and his/her family fully paid by the District.
- (b) Income protection of up to \$150 per week, depending upon annual salary, beginning on the eighth (8th) day of illness.
- (c) Life insurance (\$20,000 AD-D).
- (d) Dependent life insurance (\$5,000 spouse/\$2,500 child).

#### Plan II

- (a) Income protection of up to \$150 per week, depending upon annual salary, beginning on the eighth (8th) day of illness.
- (b) Life insurance (\$35,000).

## **ARTICLE XIII (Cont'd)**

- (c) Dependent life insurance (\$5,000 spouse/\$2,500 child).

### **Section C. Dental Plan**

The District will provide the coverage under the dental care package which includes Class I, II and Class III benefits for eligible dependent children to age 19. Class III benefits are at the 80% co-pay with a dollar benefit lifetime limit of \$800 per eligible dependent.

Benefits are defined as follows:

1. Class I - Basic dental services - to include basic dental services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, necessary gold crowns, jackets and fillings, oral surgery (primarily extractions), endodontic and periodontic services.
2. Class II - Prosthodontic Services - bridges, partial and complete dentures.
3. Class III - Includes procedures for the prevention and correction of malposed teeth (orthodontics).

Contributions shall begin, in the case of new enrollees, at the beginning of the insurance month immediately following the time they begin their duties provided the employee submits the necessary application documents.

### **Section D. Vision Care Plan**

Upon ratification, the District will provide a vision care program which will provide the following benefits:

1. Up to \$50 for an eye examination.
2. Regular lenses up to \$35 per lens.
3. Bi-focal lenses up to \$40 per lens.
4. Tri-focal lenses up to \$45 per lens.
5. Frames up to \$40.
6. Contact lenses up to \$65 per lens.

**ARTICLE XIII (Cont'd)**

Examination, frames and one set of corrective lenses (regular glasses, prescription sunglasses or contact lenses) will be provided once in a 12-month policy year for each eligible member of the family. This program will be the standard program subject to the normal restrictions of the carrier.

**Section E.** Employees shall have the right to increase their insurance coverage by personal contribution through payroll deduction.

**Section F.** Written application must be filed by the new employee within thirty (30) days of employment. Changes in existing coverage may be made during re-enrollment periods as determined by terms and conditions of the carrier.

**Section G. Tax Annuities**

All tax annuity plans approved by the District shall be made available to employees.

## ARTICLE XIV - FILLING VACANCIES

### Section A. Vacancy Defined

A vacancy is a position which the District desires to fill. Bargaining unit members who apply for vacancies will be considered prior to filling those vacancies.

### Section B. Posting Vacancies

All vacancies and new positions shall be posted for at least five (5) working days prior to having the position filled. All members of the bargaining unit on extended leave or layoff who so request of the Personnel Office, shall be informed of each job posting. Job postings shall state duties, qualifications, hours, length of work year, level and classification for each position. Position and wages must be commensurate with classification as shown on the salary and classification schedule.

### Section C. Interview and Selection Procedures

1. Screened applicants for promotional vacancies and newly-created positions shall be interviewed by the supervisor responsible for the vacant position.
2. The selection decision shall take into consideration the pertinent skills and qualifications of the applicants, pursuant to the recommendations of the Skills and Qualifications Committee (Article XXI, Section E).
3. The applicant selected shall be subject to a trial period up to ninety (90) days of work to prove ability to do the job provided. Nothing shall prevent the District from removing the employee prior to the 90th day in the event the employee is unable to satisfactorily perform the job.

Section D. Transfer to a job of higher classification will be to the same experience step level in the new classification. Transfer to a job of lower classification will be to the same experience step level in the new classification.

Section E. The Assistant Superintendent shall have the final authority to assign all classified personnel after the posting and other policies as listed above have been followed.



## ARTICLE XIV (Cont'd)

### Section F. Transfers

Employees who wish to be considered for a voluntary transfer may submit transfer requests at any time. A new list shall be started on March 15 of each year. The old list shall be discarded. An employee may withdraw a transfer request prior to any announcement that he/she has been transferred.

In the event an opportunity occurs for transfers because of a resignation, retirement, promotion, multiple transfer requests, etc., the Assistant Superintendent for Personnel will consider the voluntary transfer request(s) and the need for any involuntary transfers prior to filling a vacancy from the Layoff List or posting a vacancy.

A vacancy need not be available to transfer employees who have transfer requests on file.

An employee who has a timely voluntary transfer request on file is obligated to accept a transfer to a requested position.

Multiple job transfers may be made with or without a vacancy being a part of any transfer.

If a transfer is implemented and a vacancy is utilized during the move(s), the resulting vacancy that occurs because of the transfer(s) shall be posted.

The decision of the Assistant Superintendent for Personnel to fill or not fill the vacancy with either a voluntary or involuntary transfer shall be final.

Any resulting vacancy shall be posted or filled from the Layoff List, whichever is appropriate.

## ARTICLE XV - CREATION OF NEW POSITIONS

When a new job is to be placed in existence which cannot be properly placed in the existing classification and rate structure the District shall schedule a meeting with the Association. The parties shall attempt to establish the classification and pay rate for the proposed job.

If the parties are unable to resolve the pay rate, then, the District shall establish a rate and fill the position. The Association may, within ten (10) working days following the meeting, file a grievance at Step 2 of the Grievance Procedure.

## ARTICLE XVI - INCLEMENT WEATHER

Nothing in this Article shall require the District to keep schools open in the event of severe inclement weather or other Acts of God. The parties recognize that those inclement weather conditions which are judged severe enough to prohibit the safe operation of buses for the transportation of youngsters shall also be considered severe enough to jeopardize the life, limb and safety of the District's secretaries.

In those instances when it is judged appropriate not to operate the District's buses because of severe inclement weather, the schools shall be closed and secretaries shall not be required to report for duty, unless specifically requested. There shall be no deduction in pay for those employees not required to work. Employees required to work shall receive their regular rate of pay for hours worked plus their regular day's pay. The superintendent, or his designee, shall make every effort to announce such school closings one (1) hour before the earliest secretarial reporting time by notifying the local radio stations and the main switchboard.

## ARTICLE XVII - GRIEVANCE PROCEDURE

**Section A.** It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Association.

**Section B.** For the purposes of this Agreement, a "grievance" is defined as an alleged violation of a specific Article and Section of this Agreement. Written grievances shall be on the form provided by the District and shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved. When a grievance involves more than one employee or group of employees the grievance may be signed by only one of the aggrieved employees. (If the grievance encompasses other employees, they shall be so indicated.) The purpose of this is to inform the District of the extent of liability involved in the grievance. All written grievances must be filed in writing with the immediate supervisor within thirty (30) days of the occurrence.

### Step One (Oral)

Within five (5) days after the employee knows of the occurrence of an alleged violation the employee shall request a conference between the aggrieved (with or without his/her District representative) and the immediate Supervisor. The Supervisor shall render a decision within two (2) work days of the conference.

### Step Two (Written)

If the grievance is not settled at Step One the employee shall, within five (5) work days of the discussion at Step One, reduce the grievance to writing. A copy of the grievance shall also be filed with the Association. The Supervisor shall respond in writing within two (2) work days.

If the grievance is not settled at Step Two the employee shall, within five (5) days of the date

## **ARTICLE XVII (Cont'd)**

the written disposition is received, appeal the grievance to the next step.

### **Step Three**

A copy of the written grievance and the disposition of the Supervisor shall be presented to the Personnel Office for the appeal review within the period provided. Within five (5) work days of the receipt of the grievance appeal, the Assistant Superintendent for Personnel and/or his/her designee shall meet with the aggrieved employee and/or the Association representatives for a review of the grievance. The Assistant Superintendent for Personnel, or his/her designee, shall within five (5) work days of the meeting render a written decision of the District. A copy will be given to the aggrieved, the Association representative and the Association MEA representative.

**Section C.** Any grievance not appealed in the aforementioned time stipulations shall be deemed settled on the basis of the last response. This and all other time limits may be extended by mutual consent of the parties. The word "days" in this Article will refer to work days.

**Section D.** No back payments or wages shall be awarded for any period prior to thirty (30) days prior to the date of filing of a written grievance. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment or other compensation that he/she may have received from any source during the period of the back wages.

**Section E.** No matter which arose prior to the date of ratification of this Agreement shall be the basis of any grievance or subject to arbitration under this Agreement.

### **Section F. Arbitration**

If the grievance is not resolved in Step Three of the Grievance Procedure and if it involves an alleged violation of a specific Article and Section of the

## ARTICLE XVII (Cont'd)

Agreement, either the Association or the District may submit the grievance to arbitration by notifying the other party within ten (10) days after the answer to Step Three. The submission to arbitration shall contain a statement of the issues to be arbitrated, reference to the specific Article and Section allegedly violated, the contention of the party filing for arbitration and shall be signed by the Local Association President, or his/her designee, and the employee involved.

Within the ten (10) days following receipt of the written notice of intent to arbitrate, the Association and a representative of the District shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after receipt of notice of intent to arbitrate, the party desiring arbitration shall within the next ten (10) days only, file a demand for arbitration with the American Arbitration Association with a copy to the other party. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

Failure to comply with any of these provisions shall render the grievance non-arbitrable.

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited by this Agreement after due investigation, to make a decision in cases of alleged violation of a specific Article(s) and Section(s) of this Agreement. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. He/she shall have no power to establish salary structures or change any salary or wage. He/she shall not substitute his/her judgment for that of the District's as to the qualifications and ability of an employee if such judgement was not arbitrary or capricious.

In rendering decisions the arbitrator shall give due regard to the responsibility of management, as conditioned by this Agreement. If the District disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable before hearing the merits of the grievance. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it

**ARTICLE XVII (Cont'd)**

shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee(s) involved, and the District.

The fees and expenses of the arbitrator shall be shared equally by the parties. All other costs and expenses of arbitration including filing fees and witness expenses shall be borne by the party incurring them.

NOTE: Grievance Form in Appendix B.

## ARTICLE XVIII - PROBATION

**Section A.** A probationary period of six (6) months shall be served by all new employees.

**Section B.** By the end of the fifth (5th) month of the probationary period, a written Evaluation, signed by the immediate supervisor and the employee, shall be filed with the Assistant Superintendent specifying satisfactory or unsatisfactory performance, provided it is understood that the District shall have the right to discharge, discipline, transfer or demote any probationary employee and no grievance shall arise therefrom.

**Section C.** Former employees (if rehired) shall be treated as new employees.

NOTE: Evaluation Form in Appendix C.



## ARTICLE XIX - LAYOFF AND RECALL

### Section A. Layoff

Layoffs and recalls will be based upon seniority within the total school district. An employee laid off from his/her classification may exercise his/her District seniority to displace the least senior employee in the same or any lower level or job description, the duties of which he/she is capable of performing and if no position is open to him/her on this basis, he/she may displace the least senior employee in any lower level and job description on a total District-wide basis. Employees displaced under this procedure may, likewise, displace other employees on the same basis.

1. Employees who exercise their seniority under this Section will be paid at the rate of the classification and job description to which they are assigned. The employee will drop back to a rate comparable to his/her seniority and the classification to which he/she is assigned.
2. Employees who exercise their seniority under this Section will be returned to their previous position before any other laid off employee with less seniority in the classification and job description from which the senior employee was laid off are recalled.
3. Employees who exercise their seniority under this Section shall be on a trial basis for the new position for a period of up to ninety (90) work days. In the event the employee is determined not qualified for the new position by the Supervisor, the employee shall be eligible for further consideration as per the first paragraph of this Section.

### Section B. Bumping Procedure

Employees who are laid off may exercise their right to bump into another position in the following manner:

1. A laid off employee will bump at his/her own level in his/her own job description and if no jobs are available at his/her own level and job description; i.e., the holders of all jobs at this level and job description have more seniority than the laid off employee, then he/she may bump at a lower level within his/her current job description.

## ARTICLE XIX (Cont'd)

- a. A twelve (12) month employee will bump a twelve (12) month job and a ten (10) month employee will bump a ten (10) month job unless there are no jobs available, in which case he/she may bump downward.
  - b. An eight (8) hour employee will bump an eight (8) hour job, a six (6) hour employee will bump a six (6) hour job and a four (4) hour employee will bump a four (4) hour job unless there are no jobs available, in which case he/she may bump a job with fewer hours.
  - c. All bumping will be done in lateral moves before bumping downwards.
2. Those employees who do not exercise their right to bump accept the adjusted assignment. Their rights on the Obligation List shall reflect the adjusted position.
  3. Material production technicians cannot be bumped nor can they bump into other bargaining unit positions. Layoff and recall will be accomplished in this department on the basis of seniority.

### Section C. Recall

1. Members whose employment is terminated as a result of a reduction in staff shall be given a two (2) week notice and will be placed in seniority sequence at the top of the employment and substitute lists.

Should such members be rehired before they will have lost their seniority, they will return to work on the same step of the salary schedule unless they completed the year, in which instance, they would automatically be eligible for the next increment. All sick and accumulated benefits would be restored to said employees upon their return.

**Example:** An employee with one (1) year of seniority will have recall rights for one (1) year and an employee with ten (10) years of seniority will have recall rights for ten (10) years.

2. When an employee has moved to a lower level as a result of layoff and bumping downward (because the

## ARTICLE XIX (Cont'd)

employee was not able to bump laterally in his/her current level), said employee retains the right to return to his/her previous classification, if a position opens or a vacancy occurs in that classification.

3. If the District recalls a laid off employee to a job level he/she held before the layoff and the employee refuses to fill said position, then he/she will forfeit all rights.
4. An employee on layoff shall be recalled to any job he/she is qualified to perform at his/her former level and classification or a lower level or classification prior to filling a declared vacancy by a new hire.

### Section D. Miscellaneous Provisions

1. Any employee whose hours or length of work year are reduced by the administration shall have the option to accept the reduction and remain on his/her job or then proceed to the bumping procedure as outlined in Section B of this Article (Reference: Letter of Understanding, Article XX).
2. Those employees currently working four (4) hours per day, twenty (20) hours per week, will not have their hours reduced.
3. All earned vacation days will be paid for at the time a laid off employee is paid for the final days worked prior to layoff.
4. Employees laid off in June shall have their health and life insurance only continued until August 31. Employees laid off during the school year shall have health and life insurance continued for up to sixty (60) days from the effective date of the layoff.
5. No positions will be posted until the layoff and bumping procedures are concluded by the Association and the administration of the Livonia Public Schools.
6. In the event of a strike by another representative group causing a layoff of secretarial personnel, an

**ARTICLE XIX (Cont'd)**

employee to be laid off will receive a written notice within a twenty-four (24) hour period.

7. During the length of this Agreement, when a position which has been eliminated is reinstated the employee who formerly filled that position shall have the right to return to that position if possible, according to the Obligation List, if he/she so desires.

## ARTICLE XX - TERMINATION OF EMPLOYMENT

**Section A.** The best interest of the employee and the District will be served where both share the obligation to provide reasonable notice in writing when termination of employment is under consideration. Less than two (2) weeks notice may be considered unreasonable except as circumstances warrant such action.

**Section B.** Employees terminating their services with the District are entitled to vacation pay for all accrued vacation, payable at the next payroll period following the date of termination, except when the initial probationary period has not been completed.

**Section C.** An exit interview, if possible, will be held with all terminated employees.

## ARTICLE XXI - PROFESSIONAL GROWTH ON THE JOB

### Section A. Planning

The District shall work cooperatively with the Association in planning a program to meet inservice training needs. A program(s) shall be planned each year.

### Section B. Eligibility

Eligibility to attend conferences and conventions shall be based upon rotation, professional interest or leadership in positions of affiliation.

### Section C. Leave Bank

The Association has a bank of ten (10) days per year with pay for representatives to attend conferences and workshops. If additional hours are needed and a substitute is required, the Association will reimburse the District for the cost of the substitute. Permission to attend such workshops must be secured at least one (1) week in advance.

### Section D. Classes/Workshops

Tuition or other fees paid for classes, workshops, etc., relating to job performance and/or responsibilities will be reimbursed up to one hundred fifty dollars (\$150) annually subject to the following:

1. Obtain written approval from the Assistant Superintendent for Personnel PRIOR TO the start of the class or workshop;
2. Present receipts along with evidence of successful completion.

### Section E. Skills and Qualifications Committee

The District and the Association shall form a Skills and Qualifications Committee composed of two District-appointed representatives and two Association-appointed representatives. The Committee's purpose is to recommend to the Assistant Superintendent for Personnel, on or before June 30, 1995, the skills and qualifications an applicant should possess for a bargaining unit position(s). The Committee's recommendations may also include applicable job-related and non-discriminatory tests to determine the

**ARTICLE XXI (Cont'd)**

applicant's skills and qualifications. The Committee's duties and recommendations shall not be construed as a limitation on the Assistant Superintendent for Personnel's authority to assign personnel as provided for in Article XIV.

## ARTICLE XXII - WORK SCHEDULE

**Section A.** The normal work schedule for most regular full-time employees shall be an eight (8) hour day and a forty (40) hour week, Monday through Friday provided nothing herein shall be construed as a guarantee of hours worked per day/days worked per week.

**Section B.** Employee work schedules may vary due to the special needs and circumstances peculiar to buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building and/or department.

**Section C.** In case of illness, employees who have worked at least three (3) hours shall be counted as present one-half (1/2) day; the completion of six (6) hours shall be considered a full day of work.

**Section D.** Employees shall be paid time-and-one-half for all hours worked beyond eight (8) hours in any one day and over forty (40) hours in any one week.

**Section E.** All overtime shall be worked at the place of employment with the exception of emergency situations.

**Section F.** All overtime shall be divided as equally as possible between full-time employees of each building and/or department according to their skills.

**Section G.** Employees shall be paid time-and-one-half for all hours worked on Saturdays and shall be paid double time for all hours worked on Sundays or holidays. Whenever possible, advance notice of overtime shall be given so that necessary arrangements can be made.

**Section H.** Starting one (1) week after school ends and ending one (1) week before school starts, all lunch hours may be cut to one-half (1/2) hour and additional compensatory time agreements may be arranged within the office with the Supervisor's approval.

**Section I.** During peak work periods, the work schedule of an individual employee may be altered when it is mutually agreed upon by the employee, the Supervisor, the Association and Assistant Superintendent for Personnel.

**Section J.** Employees working four (4) hours per day shall be entitled to one (1) fifteen (15) minute relief



**ARTICLE XXII (Cont'd)**

period per day. Employees working six (6) hours per day shall be entitled to one (1) fifteen (15) minute relief period and one (1) thirty (30) minute unpaid lunch period per day. Employees working eight (8) hours per day shall be entitled to one (1) fifteen (15) minute relief period in the first half of the day, one (1) half hour or one (1) full hour unpaid lunch period (as determined by the District) and one (1) fifteen (15) minute relief period in the second half of the day.

## ARTICLE XXIII - RETIREMENT

**Section A.** Retiring employees shall receive \$200 retirement pay for each year of service. To be eligible for retirement pay an employee must meet the following:

1. Have worked on a full-time basis for the District for a minimum of ten (10) consecutive years provided, further approved leaves of absence shall not be considered as breaks in "consecutive years of service" but leaves granted shall not be counted toward "years of service."
2. Must meet minimum age requirements to qualify to immediately commence receiving retirement benefits under the Michigan School Employees Retirement Fund.
3. Must submit proof to the effect that he/she will actually qualify for retirement benefits for the period commencing on the first day of the month following the month of his/her termination.
4. Part-time employees shall be eligible for a prorated share of the retirement pay provided their part-time services, when prorated, make them eligible under the full-time clause of Paragraph 1 above and provided further that they fulfill the other requirements set forth in Paragraphs 2 and 3.
5. After having worked the equivalent of ten (10) full years for the school district should the person be employed at the time of his/her death, his/her estate shall be eligible for such retirement pay.

**Section B.** The age at which retirement shall be considered automatic, unless some specific action is taken by either the employee or the Board, shall be seventy (70). The Board reserves the right to require retirement prior to age seventy (70) when an employee's physical or mental health makes it impossible to meet obligations of the employee's regular assignment.

### **Section C. Sick Day Savings**

A seniority employee who terminates his/her employment with the Livonia Public Schools shall receive the dollar amount indicated for each eight (8) hours of unused sick time in his/her sick bank at the time of termination.

0-10 years

No reimbursement

**ARTICLE XXIII (Cont'd)**

10 or more years      Ten dollars (\$10) per eight  
                                 hours of sick time.

Retiring employees      Thirty dollars (\$30) per eight  
                                 hours of sick time

## ARTICLE XXIV - EVALUATIONS

**Section A.** Employees shall be evaluated at least every two years. Such evaluations shall be made on a standard form to be used by the District (providing the District has the right to revise the form from time to time). The evaluation will include attitude, ability to get along with others and ability to do the job presently assigned. The employee shall initial the evaluation and be given a copy of the evaluation. Evaluations shall not be subject to the grievance procedure.

**Section B.** Employees will be notified of complaints against them if the complaints are to be placed in the personnel file. The employee shall acknowledge he/she has read the complaint by initialing the matter with the understanding that the initialing merely signifies that the employee has read the complaint and does not necessarily indicate agreement with its contents. The employee shall have the opportunity of having a written answer to the complaint filed with the complaint, provided such answer shall be filed within thirty (30) days.

NOTE: Evaluation Form in Appendix C.

## ARTICLE XXV - PAYROLL

**Section A.** The wages of an employee shall start at the time he/she reports for duty. Wages shall be paid bi-weekly on such calendar dates as are established by the District. The bi-weekly pay periods begin on a Saturday and end on the Friday preceding payday.

**Section B.** When payday falls on a non-work day, every effort shall be made to see that the employees receive their pay on the last working day preceding the regular payday.

**Section C.** No deductions from an employee's pay shall be made without advance notice to the employee.

**Section D.** Changes and/or cancellation notices of employee-authorized deductions shall be submitted in writing at least ten (10) days in advance of the change being effective.

**Section E.** Employees may use payroll deductions for all approved deductions, including PAC deductions.

**Section F.** Annuity deductions shall be made from any earned vacation pay.

**Section G.** An employee requested to do temporary duty in another classification or level is expected to help until such work is completed. When such temporary duty is in a higher classification or level, the employee shall be paid at the higher rate, if such temporary work continues for more than three (3) or more days. The higher rate shall be retroactive to the first day. Temporary Wage Authorization forms are available from the Payroll Department. When such work is in the lower classification, the employee shall be paid his/her regular rate. This policy is not applicable during vacations except for circumstances which require added responsibilities.

## ARTICLE XXVI - MISCELLANEOUS PROVISIONS

**Section A.** At the time of employment the Assistant Superintendent for Personnel shall evaluate all previous experience for placement on the salary schedule. A maximum of three (3) years experience may be allowed.

**Section B.** Copies of the Agreement shall be printed by the employer and copies given to all members of the bargaining unit.

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

**Section D.** Each employee shall have the right, upon request, to review his/her own personnel file maintained on that employee by the Livonia Public Schools. A representative of the Association may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.

**Section E.** Employees shall receive reimbursement at the District rate (IRS rate) for use of personal cars on school business authorized by the District.

**Section F.** For the life of this Agreement, neither the District nor the Association shall be obligated to bargain collectively with respect to any subject/matter referred to or covered by the Agreement with respect to any subject/matters not specifically referred to or covered in this Agreement.

**Section G.** Bargaining unit employees in the print shop shall receive a twenty-five dollar (\$25) clothing allowance each year. This allowance shall be paid during the month of September of each year to seniority employees.

**Section H.** In the event the District decides to take work which is regularly performed solely by members of the bargaining unit and assign the work to other employees of the District outside the bargaining unit, the District agrees to notify the Association in advance of any final action. Upon request filed by the

## ARTICLE XXVI (Cont'd)

Association, in writing within five (5) days from the date of such notification, the District agrees to meet with the Association to discuss the ramifications on the bargaining unit and, in good faith, attempt to reach a satisfactory solution. Said meeting shall take place within one (1) week following the request, unless otherwise mutually agreed.

**Section I.** The District and the Association shall form a Personnel Relations Committee composed of not more than two (2) District-appointed representatives and two (2) Association-appointed representatives. The Committee shall meet approximately quarterly each school year (i.e., August, November, February, May) to discuss matters of importance. An agenda of the topics to be discussed shall be prepared, and exchanged by the parties, at least two (2) weeks in advance of the meeting. The meeting dates, times, and location shall be mutually agreed upon. The Personnel Relations Committee shall not be used to process grievances.

## ARTICLE XXVII - NO STRIKE CLAUSE

**Section A.** During the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, sanction, condone or support; nor will any member of the bargaining unit take part in any strike; i.e. the concerted failure to report for duty or willful absence of an employee from his/her position or stoppage of work or abstinence, in whole or in part, from the full faithful and proper performance of the employee's duties of employment for any purpose whatsoever, including sympathy strikes.

**Section B.** During an employee's working hours the Association shall not cause any picketing of the School District's properties or of the Board of Education premises during the life of this Agreement.

**Section C.** The Association agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow downs of work, picketing or work interferences of any kind by notifying the employees that it disavows these acts. In the event of a violation of this Article, the District shall have the right to discipline any or all employees who violate this Article and such action shall not be subject to the grievance procedure. If an employee is terminated for a violation of this Article, the discharge is subject to the grievance procedure.



ARTICLE XXVIII - DURATION OF AGREEMENT

This Agreement shall become effective on January 20, 1997 (date of ratification) and shall continue in full force and effect up to and including June 30, 1999. This Agreement shall continue in effect for successive yearly periods after June 30, 1999 unless notice is given in writing by either the District or the Association to the other party, at least ninety (90) days prior to June 30, 1999 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. If such notice is given this Agreement shall be open to modification, amendment or termination as such notice may indicate.

LIVONIA SECRETARIAL ASSOCIATION      LIVONIA BOARD OF EDUCATION

Miriam L. Lush  
President

Stephanie F. Clew  
President

Cecily Ballard  
Secretary

Dianna L. Mary  
Secretary

## APPENDIX A - WAGES

**Section A.** The wage schedule for the life of this Agreement shall be set forth on the following page. The wage increase, effective July 1, 1996, shall be retroactive for all hours worked for all employees on the payroll as of that date.

**Section B.** The District shall continue to provide 1% premium pay to be paid to all twelve (12) month full-time secretarial employees based on their rate of pay for the school years 1996-97, 1997-98, and 1998-99.

### **Section C. Longevity**

Beginning July 1, 1996, each member of the unit who has completed fifteen (15) years of service as a Livonia Public Schools employee shall receive forty-five cents (\$.45) in addition to the regular hourly rate as a longevity payment.

Beginning July 1, 1996, each member of the unit who has completed nineteen (19) years of service as a Livonia Public Schools employee shall receive fifty-five cents (\$.55) in addition to the regular hourly rate as a longevity payment.

Beginning July 1, 1996, each member of the unit who has completed twenty-nine (29) years of service as a Livonia Public Schools employee shall receive sixty cents (\$.60) in addition to the regular hourly rate as a longevity payment.

**LIVONIA PUBLIC SCHOOLS  
SECRETARIAL SALARY SCHEDULE  
July 1, 1996 - June 30, 1999**

The following wage schedule is in effect for all bargaining unit members employed prior to and including January 20, 1997.

<u>LEVEL</u>	<u>Year</u>	<u>Begin</u>	<u>6 mo</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>	<u>4 yrs</u>	<u>5 yrs</u>	<u>6vrs</u>	<u>7 yrs</u>	<u>10 yrs</u>
I	1996-97	11.43	12.31	12.83	13.36	13.89	14.38	14.85	15.33	15.67	15.87
	1997-98	11.66	12.56	13.09	13.63	14.17	14.67	15.15	15.64	15.98	16.19
	1998-99	11.78	12.69	13.22	13.77	14.31	14.82	15.30	15.80	16.14	16.35
II	1996-97	11.30	11.60	11.98	12.71	13.22	13.74	14.17	14.62	15.01	15.21
	1997-98	11.53	11.83	12.22	12.96	13.48	14.01	14.45	14.91	15.31	15.51
	1998-99	11.65	11.95	12.34	13.09	13.61	14.15	14.59	15.06	15.46	15.67
III	1996-97	11.04	11.49	11.95	12.38	12.83	13.22	13.64	14.11	14.50	14.70
	1997-98	11.26	11.72	12.19	12.63	13.09	13.48	13.91	14.39	14.79	14.99
	1998-99	11.37	11.84	12.31	12.76	13.22	13.61	14.05	14.53	14.94	15.14

The following wage schedule is in effect for all bargaining unit members hired after January 20, 1997.

<u>LEVEL</u>	<u>Year</u>	<u>Begin</u>	<u>6 mo</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>	<u>4 yrs</u>	<u>5 yrs</u>	<u>6 yrs</u>	<u>7 yrs</u>	<u>10 yrs</u>
I	1996-99	11.00	11.50	12.00	13.00	13.75	14.50	15.00	15.50	16.00	16.20
II	1996-99	10.50	11.00	11.50	12.50	13.25	14.00	14.50	15.00	15.50	15.70
III	1996-99	10.00	10.50	11.00	12.00	12.75	13.50	14.00	14.50	15.00	15.20

**NOTE: HOURLY RATES SUBJECT TO VERIFICATION.**

## JOB LEVELS AND CLASSIFICATIONS

<b>LEVEL I</b>		<b>Weeks</b>	<b>Hours</b>
Director	Finance	52	8
Director	Operations	52	8
Director	Special Services	52	8
Director	Elementary Education	52	8
Director	Secondary Education	52	8
Director	Career Ed./Curriculum Ctr.	52	8
Director	Community Education	52	8
Director	Insurance	52	8
Asst. Supt.	Sub Office	52	8
Asst. Supt.	Personnel	52	8
Principals	Senior High School (incl. Bentley	52	8
Principal	Career Center	52	8
Comptroller	Senior Bookkeeper	52	8
<b>LEVEL II</b>			
Director	Employee Relations/Benefits	52	8
Asst. Director	Special Services	52	8
Director	Elementary/Secondary Education	52	8
Asst. Supt.	Sub Office	52	8
Specialist	Research & Evaluation	52	8
Principals	Middle Schools	52	8
Business Admn.	Support Services	52	8
Business Admn.	Building Services	52	8
Supervisor	Maintenance	52	8
Comptroller	Sr. Accounts Payable Bookkeeper	52	8
Comptroller	Payroll	52	8
Asst. Supt.	Switchboard/Receptionist	52	8
Business Admn.	Support Services	52	8
Special Serv.	Specialists	52	8
Principal	Trainable Center	44	8
Principal	Skill Center	52	8
Coordinator	Career Ed./Voc. Education	52	8
Coordinator	Language Arts/Social Studies/ Parent Outreach	52	8
Coordinator	Math/Science/Art/Music	52	8
Asst. Principal	Senior High Business Office	52	8
Asst. Principal	Senior High Scheduling	52	8
Asst. Principal	Senior High Attendance	42	8
Asst. Principal	Senior High Counseling	52	8
Principals	Elementary Schools	44	8
Coordinator	Instructional Materials Services	52	8
Coordinator	IMC Acquisitions Secretary	52	8
Specialist	Community Education Secretary	52	8
Specialist	Community Education Bookkeeper	52	8
Specialist	Adult & Continuing Education	52	8
Specialist	CES Bookkeeper/Early Childhood	52	4
Specialist	CES Bookkeeper/Adult Education	52	4
Specialist	CES Secretary/Early Childhood	44	8
Specialist	Adult H.S. Compl. Records Clerk	52	8
Supervisor	Food Service-Secretary	52	8
Supervisor	Purchasing	52	8
Supervisor	Printing/Vari-typist/Composer	52	8

## JOB LEVELS AND CLASSIFICATIONS (Cont'd)

LEVEL II (Cont'd)		Weeks	Hours
Supervisor	Data Processing	52	8
Supervisor	Transportation	52	8
Supervisor	Warehouse	52	8
Supervisor	Plant Operations	52	8
Supervisor	IMC - AV Secretary	52	8
Supervisor	Printing-Multilith Machine Op.	52	8
Comptroller	Asst. Payroll Bookkeeper	52	8
Comptroller	Asst. Accts. Pay. Bookkeeper	52	8
Principal	Senior High Bookkeepers	52	8
Principal	Middle School Bookkeepers	52	8
Principal	Skill Center Bookkeeper	44	8
Director	Project Secretary	42	8
Supervisor	Printing Machine Operator	52	8
Personnel	Receptionist	52	8
Supervisor	Data-Secretary	52	8
Supervisor	Payroll	52	8
Supervisor	Food Service-Bookkeeper	52	8
<b>LEVEL III</b>		<b>Weeks</b>	<b>Hours</b>
Supervisor	Transportation	52	4
Supervisor	Maintenance	52	8
Specialist	Comm. Ed.-Leisure Time/ Registration	52	8
Supervisor	Purchasing	52	8
Coordinator	IMC - AV	52	8
Supervisor	DMS/Data Entry	52	8
Coordinator	IMC Processing Secretary	52	8
Principal	Skill Center Secretary	44	4
Asst. Principal	Senior High School Scheduling	42	8
Asst. Principal	Senior High School Attendance	42	8
Guidance	Middle Schools	42	6 & 8
Senior High	Library Secretary	40	4
Supervisor	Food Services/Cashier	40	8
Specialist	CES Secretary/Adult HSC Evening	40	4
Principals	Elementary Clerk/Typists	40	6
Supervisor	CAPA Secretary	42	4
<b>LEVEL IV</b>		<b>Weeks</b>	<b>Hours</b>
District	General Clerk	40	4 or more

**APPENDIX B**

**LIVONIA PUBLIC SCHOOLS GRIEVANCE FORM**

Unit \_\_\_\_\_ Grievance Code: Year \_\_\_\_\_ Number \_\_\_\_\_

**GRIEVANCE INFORMATION SECTION**

Employee Name: \_\_\_\_\_ Signature: \_\_\_\_\_

List of Other Employees Involved: \_\_\_\_\_

Date Occurred: \_\_\_\_\_ Date of Step One Conference: \_\_\_\_\_

Date Written Grievance Given to Supervisor: \_\_\_\_\_

Facts (Contention) of Grievance: \_\_\_\_\_  
\_\_\_\_\_

(Use reverse side if necessary)

Contract articles(s) or practice(s)  
violated: \_\_\_\_\_

Remedy Requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STEP TWO (2) Supervisor Response Section**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: I accept the response: I refer this grievance to Step Three:

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP THREE (3) Assistant Superintendent or Designee**

Date Received: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: I accept the response: I refer this grievance to Binding  
Arbitration:

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Union Representative)

Date: \_\_\_\_\_ Employee: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX C**  
**SECRETARIAL PERSONNEL EVALUATION FORM**

Every evaluation process should result in a clear understanding of both strengths and weaknesses, and should lead to the greatest efficiency possible. This evaluation form should be completed by the principal or supervisor. The form should then be reviewed with the secretary. An item checked as "needs improvement" requires comments by the evaluator.

Name \_\_\_\_\_ School/Department \_\_\_\_\_  
 Period covered by this appraisal: From \_\_\_\_\_ To \_\_\_\_\_  
 Type of assignments during appraisal period: \_\_\_\_\_

PART I. ABILITY TO DO JOB	Out- standing	Above Average	Satis- factory	Needs Improve.	Does Not Apply
<b>A. <u>Organizing and Handling Office Routine</u></b> Consider how systematically and efficiently the employee plans and organizes work, schedules work with proper sense of priorities, etc.	___	___	___	___	___
<b>B. <u>Taking Dictation and Transcribing</u></b> Consider how accurately and rapidly employee takes dictation; how well finished copy is laid out; how proficiently copy is edited with respect to grammatical construction, spelling, and punctuation.	___	___	___	___	___
<b>C. <u>Using Computer</u></b> Consider how proficiently employee produces material. Also, consider employee's working knowledge of computer.	___	___	___	___	___
<b>D. <u>Using Typewriter</u></b> Consider how proficiently employee produces typewritten material, taking into account quality of work produced, neatness and accuracy, and suitability of layout for intended purpose.	___	___	___	___	___
<b>E. <u>Handling Correspondence</u></b> Consider quality of employee's performance with respect to such things as screening incoming correspondence, preparing letters, seeing that correspondence is handled promptly, maintaining files, and classifying and filing correspondence.	___	___	___	___	___
<b>F. <u>Maintaining Files and Records</u></b> Consider such things as how files are set up; whether material is correctly classified; whether files are neat and orderly; whether files are kept current; whether service provided from files is prompt and efficient.	___	___	___	___	___
<b>G. <u>Preparing and Processing Records and Reports</u></b> Consider how well employee handles preparation and processing of records, statements, reports, etc.; how well employee handles special statements, reports, etc.	___	___	___	___	___
<b>H. <u>Using Business Machines</u></b> Consider how proficiently employee uses and maintains business machines which may be required on the job.	___	___	___	___	___

**SECRETARIAL PERSONNEL EVALUATION FORM**

Page 2

Out- standing	Above Average	Satis- factory	Needs Improve.	Does Not Apply
------------------	------------------	-------------------	-------------------	-------------------

**I. Bookkeeping Skills**

Consider the degree of responsibility the employee assumes in maintaining financial records; taking into account the accuracy and efficiency displayed in handling bookkeeping records.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**J. Meeting Assignment Requirements**

Consider such things as quantity and quality of work; how well employee meets deadlines; how assignments are finalized; whether proper disposition is made of completed work.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**K. Processing Functional Knowledge of First Aid**

Consider ability to render minor first aid.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Improvements since last appraisal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Out- standing	Above Average	Satis- factory	Needs Improve.	Does Not Apply
------------------	------------------	-------------------	-------------------	-------------------

**PART II. ATTITUDE**

**A. Interest in Job**

Consider industriousness, enthusiasm, willingness to work demonstrated in carrying out job assignments, interest in self-improvement shown.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**B. Initiative**

Consider initiative shown in carrying out work assignments, willingness to accept work.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**C. Pride in Work**

Consider whether employee displays the proper concern for quality and accuracy of completed work.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**D. Accepts Constructive Criticism**

Consider willingness to accept constructive criticism.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**E. Participation in Outside Activities**

Consider employee's attitude toward local, state and national conventions or workshops for secretarial and clerical personnel.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**F. Health**

Maintains good health, vitality, and energy.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**G. Attendance and Punctuality**

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**H. Personal Appearance**

Consider neatness, dress, and poise.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------



SECRETARIAL PERSONNEL EVALUATION FORM

Page 3

**PART III. PERSONAL INTERACTIONS**

Out-standing	Above Average	Satisfactory	Needs Improve.	Does Not Apply
--------------	---------------	--------------	----------------	----------------

**A. Ability to Work With Others**

Consider how employee's cooperation, self-control, ability to get along with others influences overall job effectiveness.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**B. Ability to Express Self**

Consider proficiency in handling both oral and written communication.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**C. Ability to Carry Out Responsibility**

Consider ability to get things done; how well employee plans, organizes and carries out work assignments; ability to handle emergencies.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**D. Handling Telephone Contacts**

Consider how satisfactorily employee handles telephone contacts.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**E. Handling Relations With Others**

Consider how effectively employee handles relations with others; take into account how well employee handles office contacts, answers requests, furnishes information, keeps supervisor informed regarding status of work and contacts; relates to the general public, etc.

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

**PART IV. SPECIAL JOB RESPONSIBILITIES**

**COMMENTS BY SUPERVISOR**

Length of Service with Supervisor \_\_\_\_\_

Length of Service with School District \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Building Principal

\_\_\_\_\_  
Date

Distribution

One Copy - Employee

One Copy - Supervisor

One Copy - Personnel File

## LETTER OF UNDERSTANDING - ARTICLE XV

This shall serve to confirm our understanding relative to the Comprehensive Employment/Training Act of 1973 (CETA) or similar federal programs. Persons employed through the use of CETA funds shall be employed in accordance with the terms of the Comprehensive Employment/Training Act of 1973 and as subsequently amended during this Agreement shall be treated in all respects as regular employees and shall be covered by and comply with all terms and conditions of the existing Collective Bargaining Agreement between the parties. In the event of a reduction in the work force, resulting from the lack of work or loss of funds, the District shall have the right to retain CETA employees out of line of seniority until the laid off employees can qualify under CETA guidelines to replace the CETA employees. When recalled, said employees shall retain full seniority rights and benefits.

## LETTER OF UNDERSTANDING - ARTICLE XX

In the event the District changes the work year for middle school secretaries from twelve (12) month positions to less than twelve (12) month positions, the present employees affected by the change will either at the District's option:

1. be offered another comparable twelve (12) month position (at the same classification rate and length of work schedule). In the event the employee declines an offer of a twelve (12) month position, the employee will be reduced automatically to the schedule of the new position, or
2. may take any unused vacation time and then be reassigned to other work to provide twelve (12) months of employment for the duration of the Agreement (it being understood that subsequent vacation must be taken during the summer).

At the employee's option, the employee may also accept the new position and waive the right to Paragraphs 1 and 2.

**LETTER OF UNDERSTANDING**

The Livonia Board of Education and the Livonia Secretarial Association MEA-NEA hereby agree that effective September 1, 1995 the 'cashier' positions will be removed from the bargaining unit.

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