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AGREEMENT
BETWEEN THE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
AND
SUPERVISORY EMPLOYEES' ASSOCIATION, LIVONIA SCHOOLS

July 1, 1989 through June 30, 1993

Livonia Public Schools

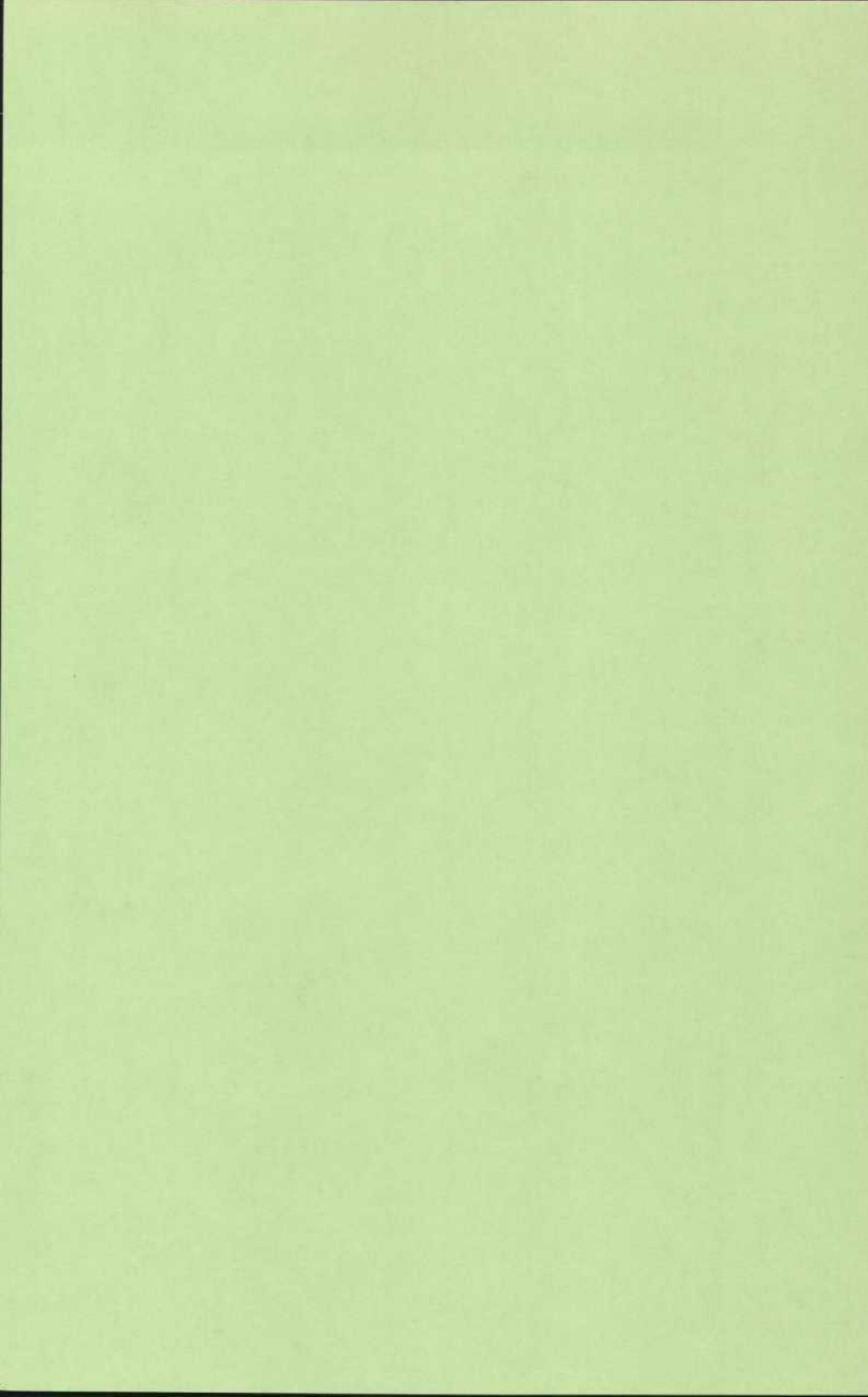
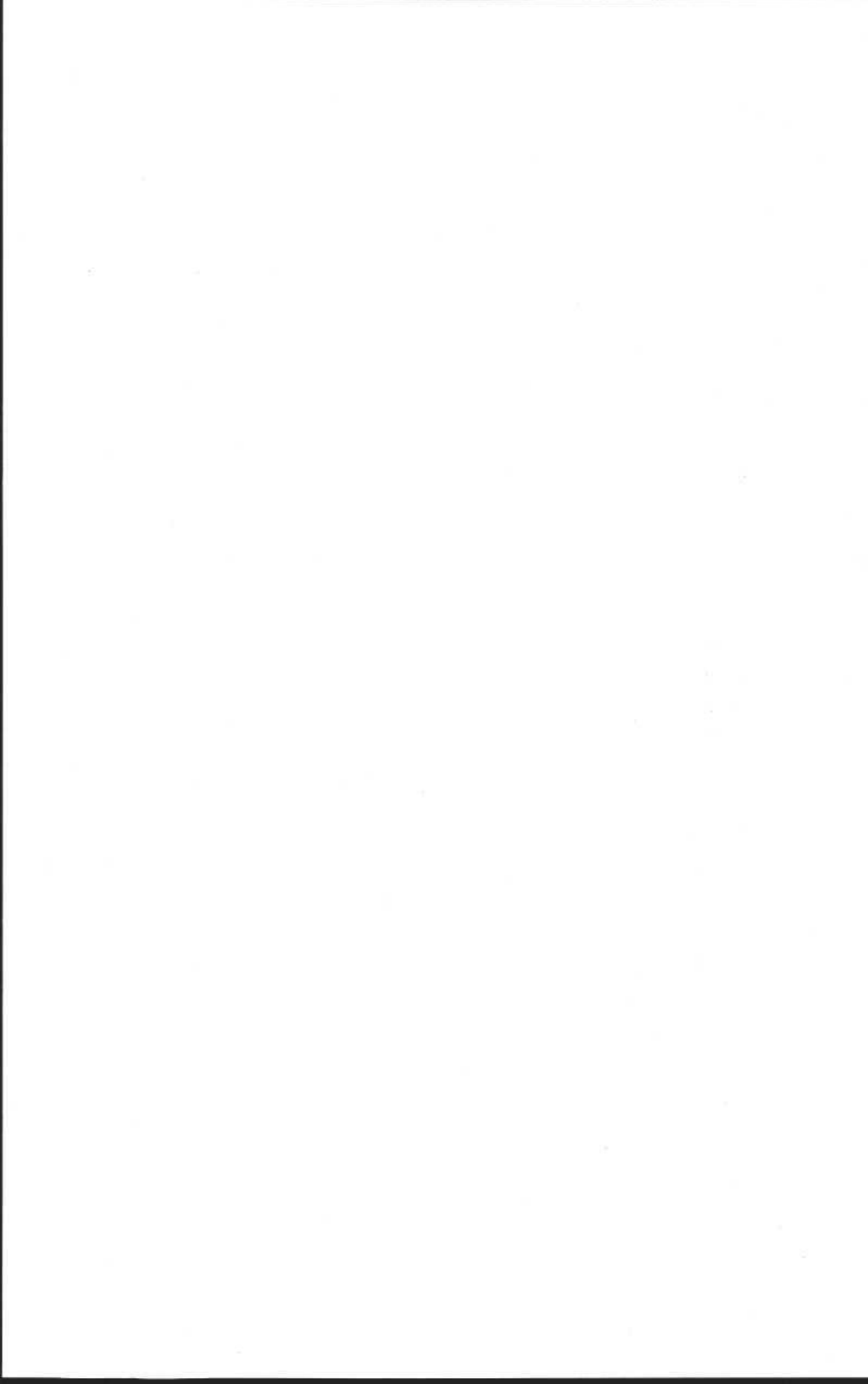


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**AGREEMENT
BETWEEN THE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
AND THE
SUPERVISORY EMPLOYEES' ASSOCIATION, LIVONIA SCHOOLS**

AGREEMENT

This Agreement is entered into as of this 19th day of February, 1990, between the Livonia Public Schools School District, hereinafter referred to as the "DISTRICT" and the Supervisory Employees' Association, Livonia Schools, (SEALS), affiliated with the Michigan Education Association (MEA), hereinafter referred to as the "UNION."

ARTICLE I - RECOGNITION

The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for dispatchers, building supervisors and assistant supervisors, lunch program managers, garage supervisor, an energy manager officer, and environmental control technicians.

ARTICLE II - UNION SECURITY

Section A. Agency Shop

Each employee who, on the effective date of the Agreement, is a member of the Union 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 a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union 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 Union.

Section B. Association Dues Checkoff

The District agrees to deduct the Union 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 Union 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 Union, 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 C. Save Harmless Clause

The Union 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 - DEFINITION

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 Supervisory Employees' Association, Livonia Schools and shall include its designee upon whom the Union 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 "Union Representative(s)" is used, it shall mean the person(s) designated by the Union 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

ARTICLE IV (Cont'd)

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.

- 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, rights, 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 - UNION 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 Union 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 Union 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 Union 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 Union either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Union and its members for the dissemination of appropriate information.

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

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

ARTICLE V (Cont'd)

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. Contractual Work

In no event shall any seniority employee who customarily performs the work in question be laid off as a direct or indirect result of work being performed by any outside contractor on the District's premises.

Section G. Personnel File

Each employee shall have the right, upon request, to review his/her own personnel file maintained on that employee by Livonia Public Schools. A representative of the Union may, at the employee's request, accompany the employee in this review. The employee may submit a written response regarding any material. The member's response shall be attached to the file copy of the material in question.

When an employee is requested to sign material to be placed in his/her file, such signature indicates only an awareness, not agreement, with the content. Employees who refuse to sign material shall have the refusal so noted and witnessed on the material.

Section H. The union has a bank of eighty (80) hours per year 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 - PHYSICAL AND X-RAY EXAMINATIONS

The District shall pay the cost for any physical examination required by the Board for initial employment. The employee shall pay the cost of the x-ray or tuberculin test required by the state every three (3) years.

The Board shall sponsor a clinic at least once every two (2) years to provide tuberculin tests. The Board shall negotiate a reduce rate with a clinic for employees who are required to get an x-ray tuberculin test.

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 three (3) calendar days after recall. All recall notices shall be sent by certified mail to the address of record in the Personnel Department,
5. Retires,
6. Fails to return from an authorized leave of absence without permission or a reasonable excuse at the designated time for the leave termination,
7. Is absent for three (3) consecutive days without notice or a reasonable excuse acceptable to the District.

ARTICLE VII (Cont'd)

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 Union 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 Union.

ARTICLE IX - DISCIPLINE AND DISCHARGE

Section A. Rules and regulations governing conduct and performance of SEALS members shall be reasonable and enforcement of progressive discipline shall be fair and exercised for just cause.

Individuals involved in disciplinary proceedings have the right to have a Union Representative present at the meeting held with supervision. When a request for representation is made, no action will be taken until such representation is present. Demotion or discharge of any SEALS member is subject to the grievance procedure beginning at Step Two. This shall not prevent the District from any action necessary in unusual circumstances.

Section B.

1. 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.
2. Employees being demoted shall be notified by personal interview with the appropriate supervisor.

ARTICLE X - HOLIDAY LEAVE

Section A. Holiday Schedule for 12-Month Employees

Twelve (12) month, full-time employees are entitled to the following recognized paid holidays or days legally recognized as such, providing that the employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday, except if the employee is on sick leave drawing sick days, emergency leave or vacation (not including personal business day or days) and presents documentation satisfactory to the Personnel Department that the employee was legitimately on the above mentioned leave for the above days not worked, then said employee shall receive pay for the holiday:

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

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

ARTICLE XI - VACATIONS

Section A. Vacation Schedule

All full-time twelve (12) month employees shall be granted a vacation with pay, computed as of June 30 of each year, as follows:

Completion of:

1 through 12 months of service	- 1 day per month worked
1 through 4 years of service	- 12 days
5 years service	- 13 days
6 years service	- 14 days
7 years service	- 15 days
10 years service	- 20 days

During the four (4) years of this agreement, three (3) additional vacation days will be given to allow one (1) week at Christmas time and New Year's. The exact days will conform to the needs of the school calendar.

Section B. Vacation Timing and Payment

Paid vacations shall be taken the school year following the year in which they are earned. The school year begins July 1st and ends June 30th.

1. Vacations are to be taken during the time school is not in session.
2. Any deviation from this policy shall have to be approved by the building principal and the Assistant Director of Operations. It is understood that the District does not provide substitutes for vacationing employees.

Legal holidays falling within the vacation period shall not be counted as vacation days. No employee will be granted pay in lieu of vacation except when, in the opinion of the Business Administrator, it is in

ARTICLE XI (Cont'd)

the best interest of the District. An employee will receive his/her vacation pay before he/she leaves on vacation if he/she gives the Payroll Department two (2) week's notice in writing.

Section C. All requests for scheduled vacation shall be submitted to the Supervisor by April 1. Each member shall be informed within ten (10) working days of the submission of the request as to whether or not the request is to be granted.

ARTICLE XIII - LEAVE OF ABSENCE

Section A. Sick Leave Days

1. Sick days shall be allowed at the rate of one (1) day per month, cumulative to ten (10) per year for ten-month employees, or twelve (12) days per year for twelve-month employees.
2. Each new employee will be entitled to his/her first month's sick day beginning the day of employment.
3. After four (4) or more consecutive days of illness, or if in the sole judgement of the District, a pattern of continuous absence because of illness occurs, a medical certificate may be required before the employee may return to work and before the employee can qualify for sick leave.
4. Accumulation in an employee's personal sick leave bank shall be unlimited.
5. Sick days may apply to illness in the immediate family, not to exceed five (5) days per year.
6. Employees shall be given an accounting of their accumulated sick days annually.
7. Personal Business
 - a. 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.
 - b. Employees are permitted two (2) days per year for personal business. If unused,

ARTICLE XII (Cont'd)

the personal business days shall be added to the individual's sick bank.

- c. Personal business days are to be used for non-recreational purposes which cannot be handled during non-work hours.
- d. Employees are permitted to use their personal business days or vacation days for official church holidays, provided notice is given in advance.
- e. Only in emergencies may personal business days be taken under the provisions 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.

8. Funeral Leave

Each full-time regular employee shall be entitled to leave with pay in the following cases without charge to his/her sick, emergency, or personal business leave:

- a. Death in the immediate family of the employee and/or spouse for a period not exceeding three (3) days. Immediate family shall mean mother, father, brother, sister, wife or husband, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparents, or any person in loco parentis. Additional time beyond three (3) days for death in the immediate family, if granted, can be charged to sick leave.

ARTICLE XII (Cont'd)

9. Any employee receiving an injury on the job requiring him/her to go home will receive pay for the full day's work at the regular rate.
10. 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 B. Personal Business Leaves

1. Personal business leaves, without pay, may be granted for special purposes upon written request. No leave shall exceed one (1) calendar year nor will they be granted for reasons involving other employment.

Section C. Maternity Leave

1. The District shall grant to any SEALS member a leave of absence for the purpose of childbirth. Maternity leave requests must be filed not later than the end of the third month of pregnancy and must be accompanied by a doctor's certificate of pregnancy stating the approximate date of delivery. The maternity leave shall commence on a date determined by the employee, the doctor, and the employee's immediate supervisor. The employee's ability to continue to perform all aspects of the job and the employee's health will be the factors considered. Verification from the doctor, supported by the District's doctor, if requested, that the employee is able to continue to work may be requested by the District periodically throughout the pregnancy.

ARTICLE XII (Cont'd)

2. Upon request by an employee, an unpaid maternity leave of absence shall be granted from the date the doctor certifies that the employee is physically capable of performing the duties of the job (normally 4-6 weeks after birth) for up to one (1) year and shall be extended if requested for an additional year. The employee may return sooner if a vacancy occurs for which the employee is qualified.
3. The employee may return to work no sooner than four (4) to six (6) weeks following delivery, except upon certification by a doctor that the employee is physically capable of performing the duties of the job.
4. Return from a maternity leave is governed by Section 1 of this Article except that if the employee, prior to beginning leave, notifies the District of intent to return to work as soon as physically able after the birth of the child. In these instances, the employee shall be returned to her former position if able to return within six (6) weeks after the birth.
5. In the event of miscarriage, abortion, or complications arising out of a pregnancy, sick leave benefits as normally provided for illness or disabilities will be available.
6. Employees under this section shall receive accumulated sick day pay as provided in Article X during disability (normally 4-6 weeks after birth) resulting from pregnancy.
7. If an employee requesting a maternity leave has not satisfactorily completed the ninety (90) day probationary period under this Agreement, then, upon return to work status, the employee must work the days needed to complete the ninety (90) day probationary period.

ARTICLE XII (Cont'd)

Section D. Military Leave

1. A regular employee of the District who may enlist or be conscripted into the defense forces of the United States for service or training, shall make application for military leave and shall, upon his/her return, be reinstated in this school system with full credit including the annual wage schedule increment. Such applicant must show proof that he/she can competently qualify for said position. The District shall make every effort to rehire any partially disabled veteran who left his/her employment for service in the Armed Forces. Said application for reinstatement shall be made not later than ninety (90) days from the date of his/her release or honorable discharge.
2. Twelve (12) month employees who are members of the Organized Reserve and all components of the Armed Forces or State Militia who wish to fulfill Reserve requirements may take up to fifteen (15) days and shall be paid by the District a sum to make up the difference between the total pay and allowances the employee is paid by the Service and his/her regular salary. Such allowance will be made once during each twelve (12) month period.

Section E. Extended Leave for Ill Health

1. An employee may be granted leave of absence (medical) up to one (1) calendar year because of personal illness, accident, or equally grievous emergencies.
2. Written application for extended leave will be made to the Business Administrator.
3. The Union employee returning from an extended leave shall be restored to his/her original classification under the seniority provisions. If

ARTICLE XII (Cont'd)

the employee is physically unable to perform the duties of that position, the District will make every effort to place the employee in a position he/she is capable of performing.

4. Employees who have exhausted their accumulated sick days and who have applied for and received an extended unpaid sick leave may be carried under the insurance plan at the group rate for one (1) year, providing the employee pays the premium for this coverage. The employee will be billed by the insurance office.
5. If the employee has not recovered sufficiently during the sick leave granted, but medical testimony is to the effect that further sick leave would aid recovery, additional leave may be granted for up to one (1) additional year.
6. Challenge of Examination Report: In the event the report of the employee's attending or examining physician is challenged by the District, or if the Union challenges the report of a District doctor's examination, then the following procedure shall be followed:
 - a. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.
 - b. If the reports of the two examining physicians are in disagreement, or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.
 - c. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall

ARTICLE XII (Cont'd)

bypass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost of the District and the Union, by an appropriate specialist in the area of controversy for final determination in the matter which shall be binding on the parties.

Section F. Seniority During Leave/Layoff

Seniority shall accumulate during any approved leave and/or any time on layoff.

ARTICLE XIII - INSURANCE

Section A. Insurance Protection

Pursuant to the authority set forth in the Michigan School Laws, the District agrees to contribute for each employee who requests such protection the payment of premiums in the amount hereinafter prescribed. The employee can make the request by completing the proper authorization form.

Employees new to the District, or those who have not been covered by the present carrier, may take advantage of the following plan of health care and life insurance.

INSURANCE PLAN

1. The District shall contribute one hundred percent (100%) toward the payment of monthly premiums for a major medical and hospitalization plan to cover all employees. Specifications for the plan will be the same as those currently in effect for the Livonia Education Association. Should the District's health, dental or vision packages change during the life of this Agreement, these changes will be negotiated with the SEALS unit.
2. The District shall contribute full premiums to provide life insurance of \$40,000 AD&D. Dependent life insurance shall be provided for the spouse in the amount of \$5,000 and \$2,500 for each dependent child.
3. The District shall contribute full premiums to provide loss of time benefits of \$150 per week, beginning the eighth day.
4. Employees shall authorize payroll deduction for the balance of the premium for any authorized optional insurance not paid by the District.

ARTICLE XIII (Cont'd)

Section B. Alternate Insurance Plans

SEALS members will be kept informed if the District considers changing any insurance programs by informing the president of SEALS and allowing this person (or his/her designee) to attend formal discussions concerning possible change.

Section C. Tax Annuities

All tax annuity plans approved by the District shall be made available to employees. If new plans are added, SEALS members shall be allowed to participate.

Section D. Dental Insurance Plan

Beginning September 1, 1977, the District will pay the premiums and provide to each employee a family dental plan. This plan will provide the following defined benefits for the life of the Agreement and consist of a benefit level of 80 percent Class I, and 80 percent Class II. Orthodontic services are specifically described below.

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, however, the employees submit the necessary application documents. Coverage will terminate at the expiration of the contract. 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

ARTICLE XIII - (Cont'd)

(primarily extractions), endodontic and periodontic services.

2. Class II--Prosthodontic Services--bridges, partial and complete dentures.
3. Class III--Orthodontic Services. Beginning September 1, 1980, the District will provide additional coverage under the dental care package. This additional coverage will include Class III benefits for eligible dependent children to age 19. The benefit is at the 80 percent co-pay level with a dollar benefit lifetime limit of \$800 per eligible dependent.

Section E. Family Vision Care Plan

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

1. Up to \$50.00 for an eye examination.
2. Regular lenses up to \$35.00 per lens.
3. Bi-focal lenses up to \$40.00 per lens.
4. Tri-focal lenses up to \$45.00 per lens.
5. Frames up to \$40.00.
6. Contact lenses up to \$65.00 per lens.

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 (September 1 through August 31) for each eligible member of the family. This program will be the standard program subject to the normal restrictions of the carrier.

ARTICLE XIII - (Cont'd)

Section F. Workers' Compensation

An employee shall receive salary protection while receiving Workers' Compensation benefits as follows:

1. Beginning sixty-one (61) calendar days after the accident, an employee shall begin drawing one (1) day from his/her personal sick day bank for each week or portion thereof that the employee draws Workers' Compensation. This salary protection is drawn along with the Workers' Compensation benefits.
2. Benefits shall last for a period of one (1) year or until the person returns to work, whichever is shorter. An employee may draw a maximum of fifty-two (52) days from his/her accumulated personal sick day bank.
3. In the event an employee does not have enough accumulated days in his/her personal sick day bank, the employee may draw one (1) day per week for up to twenty-six (26) weeks from a SEALS Sick Day Bank. Benefits begin sixty-one (61) calendar days after the accident. Benefits shall be drawn for each week or portion thereof a person collects Workers' Compensation.
 - a. In the event an employee qualifies, a SEALS Sick Day Bank will be formed.
 - b. A panel of two (2) administrators and two (2) SEALS representatives will manage the Sick Day Bank.
 - c. The Sick Day Bank will be funded by subtracting one (1) sick day from each SEALS member's personal sick day accumulation.

ARTICLE XIII - (Cont'd)

- d. An employee must use his/her accumulated sick days before the panel will authorize days to reach the twenty-six (26) week limit.

ARTICLE XIV - FILLING VACANCIES

A vacancy is a position which the District desires to fill and for which interviews must be held. Known vacancies shall be posted no later than ten (10) days after becoming vacant. Filling vacancies within the bargaining unit is the responsibility of the administration.

All vacancies within the bargaining unit shall be posted for at least five (5) working days when the K-12 program is in session.

1. If no member of the Union applies for the vacancy, the administration shall make final determination.
2. If a Union member(s) applies for the vacancy and the job is offered to a Union member, the determination of the administration is final.
3. However, if the member(s) of the union who applies is not offered the position, the Union may request the reasons from the Business Services office.
 - a. The reasons why no members of the Union received the position will be given within ten (10) days to a Union official who has not been directly involved in the posting.
 - b. If the Union does not accept the reasons given, the Union may appeal directly to the Superintendent who will review the situation and issue a decision within ten (10) days. However, if a situation arises where he cannot reply within that time, an extension could be granted.
 - c. It is agreed that the vacancy would not be filled permanently until the final decision of the Superintendent has been received by the Union.

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 Union. 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 Union may within ten (10) working days following the meeting file a grievance at Step Two of the grievance procedure.

ARTICLE XVI - WORKING CONDITIONS

In the event there is an obvious question concerning the safety of an individual in the bargaining unit, a member of the unit shall immediately contact the appropriate line supervisor. The line supervisor will attempt to resolve the matter.

For example, if there is a problem of custodial nature, the bargaining unit member should contact the Supervisor of Plant Operations who will attempt to resolve the matter.

ARTICLE XVII - INCLEMENT WEATHER CLAUSE

Section A. Nothing in this Article shall require the District to keep school open in the event of severe inclement weather or other Acts of God. In those instances where the administration closes all of the schools because of severe inclement weather, employees who report for duty shall be paid their regular rate of pay for each hour worked up to eight (8) hours plus the regular day's pay. There shall be no deduction in pay for those employees not able to report to work.

Section B. The above language applies only to the first two (2) days when all schools are closed. If all schools are closed any additional days, twelve (12) month employees who are not able to report for work may use a personal business day or a vacation day to insure a full paycheck. Less than twelve (12) month employees who are not required to work will not get paid. When makeup days are scheduled, less than twelve (12) month employees will receive their regular rate of pay.

ARTICLE XVIII - 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 Union.

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.

Article XVIII (Cont'd)

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 Union. 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 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 Operations Office for the appeal review within the period provided. Within five (5) work days of the receipt of the grievance appeal, the Director of Operations and/or his/her designee shall meet with the aggrieved employee and/or the Union representatives for a review of the grievance. The Director of Operations, 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 Union representative and the Union 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 refers to work days.

Article XVIII (Cont'd)

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 wage 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 Agreement, either party may submit the grievance to arbitration by notifying the other party within ten (10) days after the answer to Step Three. The submission 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.

Following the written notice of intent to arbitrate, the employee and/or the Association and a representative of the District shall attempt to select an arbitrator. 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

ARTICLE XVII (Cont'd)

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 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

ARTICLE XVII (Cont'd)

expenses of arbitration including filing fees and witness expenses shall be borne by the party incurring them.

NOTE: Grievance Form in Appendix B.

ARTICLE XIX - PROBATION

New employees hired in the unit or employees transferring from other units to the SEALS unit shall be considered as probationary employees for the first ninety (90) days of their employment. If an employee successfully finishes the probationary period, his/her SEALS seniority reverts to the date of entry into the unit.

ARTICLE XX - REDUCTION IN FORCE AND RECALL

Section A. Reduction

In the event it becomes necessary to reduce the number of employees in the bargaining unit, the following procedures shall apply:

1. A seniority list will be prepared showing the total bargaining unit seniority of everyone in pay classifications 1, 2, 3, and 4.
 - a. The number of positions to be eliminated shall be identified by pay classification.
 - b. The least senior Union members equal to the number of positions to be eliminated shall be reduced from the unit. (Last in, first out.)
 - c. The classification where the vacancies occur will then be identified. In any classification where there are more Union members than there are positions available, the individual who has the least seniority in that classification shall be identified and declared surplus. The surplus people will then be placed in the lower classification.
 1. If the vacancy is at a lower pay rate than the former classification of the employee, then that employee shall be redlined. (See note following for definition of "redlined.")

NOTE: Redlining means that the individual who remains in the SEALS unit will be held at his/her old rate of pay as shown in Appendix A until the rate of pay for the position the employee is in equals or surpasses the employee's old

ARTICLE XX (Cont'd)

rate of pay. The employee will not lose money during the transition period.

2. If the vacancy is at a higher rate of pay, then that vacancy will be posted and filled from within the bargaining unit.
2. If reductions are necessary in the following job classifications, a seniority list will be prepared showing the total bargaining unit seniority for everyone in these classifications: dispatchers, supervisor of the bus garage, energy managers, and environmental control technicians.
 - a. Employees will be laid off according to seniority in their job classification.
 - b. Employees in these job classifications cannot be bumped nor can they bump anyone in another job classification.
 - c. A member who has previously successfully held a position in another SEALS classification has the right to return to a vacancy in that classification so long as there is no one on the obligation list controlled by the recall language of this contract.

Section B. Recall

Individuals who are displaced from the unit or who have had assignment and/or pay classification changes under the provisions of the Reduction in Force Article shall have recall rights for three (3) years. If a vacancy occurs in their pay classification, they will be recalled to that pay classification before a new

ARTICLE XX (Cont'd)

hire. If an individual declines to return to the vacancy, all recall and red line rights are forfeited and the rate of pay shall become the standard rate for that position.

Recall notification shall be by telegram, registered or certified mail, addressed to the employee at his/her last address filed with the District. It shall be the responsibility of each employee to have his/her current address on file with the District.

The employee must return to work or notify the District within three (3) days of receipt of the recall letter. If the employee cannot report for work, he/she must have an excuse acceptable to the District; such as, a need to give a present employer proper notice, or a doctor's excuse.

ARTICLE XXI - SPECIAL CONFERENCES

Section A. Special conferences for important matters will be arranged between the Union representatives and appropriate District representatives upon the request of either party.

Section B. Arrangements for special conferences shall be made reasonably in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Section C. Conferences shall be held at a mutually agreeable time. Members of the Union shall not lose time or pay for time spent in special conferences.

Section D. The Union representatives may meet at the place designated by the District on the District's property for not more than one (1) hour immediately preceding a meeting with the representatives of the District.

Section E. Any matter in dispute after the special conference which is in violation of this Agreement may be submitted to the grievance procedure. Special conference meetings shall not be used to institute or reinstate a grievance which would have been untimely when the special conference request is received.

ARTICLE XXII - PROFESSIONAL GROWTH ON THE JOB

An Inservice Planning Committee consisting of three (3) SEALS members appointed by the Union shall meet each year by October 15 to consider topics for inservice programs. The Supervisor of Plant Operations shall be an ex-officio member of this committee. The committee shall submit its recommendations to the Supervisor of Plant Operations who shall investigate the possibility of presenting the requested programs during the forthcoming year.

ARTICLE XXIII - WORK SCHEDULE

Section A. Standard Work Week

The standard payroll work week shall be Monday through Friday.

Section B. Work Day

The work day begins when the employee reports for his/her regular shift. The day shift shall begin not earlier than 6:00 a.m. or later than 9:00 a.m. and be a continuous eight (8) hours. The above shall also apply to all shifts (excluding the unpaid lunch period).*

- * The environmental control team will have their schedule determined by the special circumstances of the job.

Section C. Overtime

Overtime for bargaining unit members shall be paid at the rate of time-and-one-half for all hours over eight (8) hours normal work day, time-and-one-half for all approved hours worked on Saturday, double time for Sunday, and double time for holidays plus holiday pay. Bargaining unit members will schedule overtime to insure that the overtime is equally distributed between themselves and members of their staff. Overtime refused is charged as overtime hours worked.

Overtime for environmental control technicians shall be paid for all hours worked over 40 hours for which an employee works in any weekly payroll period.

Section D. When an employee is called to work after he/she has left the premises, he/she will be paid no less than three (3) hours of pay for "show up" time at the appropriate rate.

ARTICLE XXIV - RETIREMENT

Section A. A retiring employee 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 a minimum of ten (10) consecutive years; provided further, approved leaves of absence granted under Article X shall not be considered as breaks in "consecutive years of service," but leaves granted under Sections 2, 3, and 4 of Article XII shall not be counted toward "years of service."
2. Must meet the 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. After having worked the equivalent of ten (10) full years for the District, should the person be employed at the time of his/her death, his/her estate shall be eligible for such retirement pay.
5. In the event of extenuating circumstances, the District may, by special Board of Education action, waive any or all of the preceding qualifications.

Section B. Sick Day Savings

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

ARTICLE XXIV (Cont'd)

0 - 10 years	No reimbursement
10 or more years	Ten dollars (\$10.00) per eight hours of sick time
Retiring Employees	Twenty-five dollars (\$25.00) per eight hours of sick time
Retiring Employees	Beginning with the 1990-91 school year - Thirty dollars (\$30.00) per eight hours of sick time

ARTICLE XXV - EVALUATIONS

Section A. Evaluation of SEALS Members

SEALS members shall be evaluated at the conclusion of their probationary period and at least once per year for the first two years. Thereafter, they will be evaluated at least once every other year, once they have completed two (2) full years.

Section B. Evaluations - Staff

Building supervisors are to evaluate all individuals under their direction at least once per year. These written evaluations are to be signed by the employee evaluated to acknowledge that the individual has seen the evaluation and sent to the District's Supervisor of Plant Operations during the month of October each year. Additional evaluations may be required.

In addition, building supervisors are to complete a written evaluation on all probationary employees ten (10) working days prior to the end of the probationary period, and all employees transferred into their buildings within the first thirty (30) days they are in the new work stations.

All evaluations must be dated and signed by the person doing the evaluating and the employee being evaluated. A copy of all evaluations will be kept in the central file of that employee. (Evaluation Form--Appendix B.)

ARTICLE XXVI - PAYROLL

Section A. Wages for the contract period shall be shown in Appendix A.

Section B. Pay Periods

1. The wages or salary of any employee shall start at the time he/she reports for duty.
2. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the District.

Section C. Longevity

Longevity shall be paid in the following amounts for 2080 hours per year.

Beginning on July 1, 1989, each member of the unit who has completed fifteen (15) years or more as a Livonia Public Schools employee shall receive \$.35 per hour in addition to the regular hourly rate as a longevity payment.

Beginning on July 1, 1989, each member of the unit who has completed twenty-five (25) years or more as a Livonia Public Schools employee shall receive \$.50 per hour in addition to the regular hourly rate as a longevity payment.

Beginning on July 1, 1989 each member of the unit who has completed thirty (30) years or more as a Livonia Public Schools employee shall receive \$.60 per hour in addition to the regular hourly rate as a longevity payment.

Section D. Mileage

The District will reimburse authorized mileage at the current District rate. Mileage reimbursement shall be submitted to the building principals at the end of the month on each of the following: August, October, December, February, April and June.

ARTICLE XXVII - MISCELLANEOUS

Section A. Conformity to Law

In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction, such provisions shall be void; however, all other provisions of this Agreement shall continue in effect.

Section B. Uniform Allowance

The District shall continue its practice of providing each employee (regular) with a uniform allowance of \$225. This allowance is to be used by the employee to purchase pants, shirts, shoes or jackets, according to the needs of the particular department. The allowance shall be paid by July 15 of each year. Appropriate uniforms must be worn at all times.

Section C. Retroactivity

Wages only as shown in Appendix A shall be retroactive to July 1, 1989 except for asbestos/abatement employees which shall commence on date of ratification.

ARTICLE XXVIII - NO STRIKE CLAUSE

The Union agrees for the life of this Agreement there shall be no strike of any kind. The District agrees that there shall be no lockout.

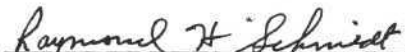
ARTICLE XXIX - DURATION OF AGREEMENT

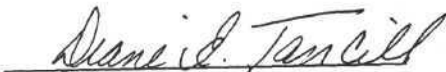
This Agreement shall remain in full force and effect until 11:59 p.m. June 30, 1993, and from year to year thereafter unless either party shall give to the other party written notice of intention to terminate or modify this Agreement no less than ninety (90) days prior to its anniversary date; provided that after such notice has been given, the parties may, by agreement, extend the contract for any period beyond the expiration date.


IN WITNESS WHEREOF, parties hereto have set their hands this 19th day of February, 1990.


SUPERVISORY EMPLOYEES'
ASSOCIATION,
LIVONIA SCHOOLS

LIVONIA BOARD OF EDUCATION


President


President


Secretary


Secretary

APPENDIX A - Wage Schedule

		<u>07/01/89</u>	<u>01/01/90</u>	<u>07/01/90</u>	<u>07/01/91</u>	<u>07/01/92</u>
Building Supervisors						
Class I	STEP I	12.85	13.68	14.56	15.49	
	STEP II	13.35	14.18	15.06	15.99	OPEN
	STEP III	13.85	14.68	15.56	16.49	
Class II	STEP I	12.37	13.17	14.02	14.92	
	STEP II	12.87	13.67	14.52	15.42	OPEN
	STEP III	13.37	14.17	15.02	15.92	
Class III	STEP I	11.97	12.75	13.58	14.45	
	STEP II	12.47	13.25	14.08	14.95	OPEN
	STEP III	12.97	13.75	14.58	15.45	
Class IV	STEP I	11.70	12.46	13.27	14.13	
	STEP II	12.20	12.96	13.77	14.63	OPEN
	STEP III	12.70	13.46	14.27	15.13	
Energy Manager						
	STEP I	13.19	14.04	14.94	15.90	
	STEP II	13.69	14.54	15.44	16.40	OPEN
	STEP III	14.19	15.04	15.94	16.90	
Garage Supervisor						
	STEP I	14.10	15.01	15.97	16.99	
	STEP II	14.60	15.51	16.47	17.49	OPEN
	STEP III	15.10	16.01	16.97	17.99	
Dispatcher						
	STEP I	11.36	12.10	12.89	13.72	
	STEP II	11.86	12.60	13.39	14.22	OPEN
	STEP III	12.36	13.10	13.89	14.72	
Food Service Manager						
	STEP I	7.21	7.64	8.10	8.59	
	STEP II	7.54	7.99	8.47	8.98	OPEN
	STEP III	8.14	8.63	9.15	9.70	
Environmental						
Control Technicians*		18.85	18.85	18.85	18.85	OPEN

* This amount includes monies for shift premiums.

APPENDIX A - Wage Schedule (Cont'd)

Building Supervisor

- Class I** - Buildings having 200,000 square feet or more.
- Class II** - Buildings having 90,000 square feet to 199,999 square feet.
- Class III** - Buildings having 50,000 square feet to 89,999 square feet.
- Class IV** - Buildings having 49,999 square feet and less. **Assistant Supervisor** - Buildings to 199,999 square feet.

In Classes III and IV, individuals responsible for more than one (1) building will have the combined square footage for salary computation.

These ranges include hourly base and schooling credit.

Clarification:

High School Custodial Supervisors (Class I) shall receive an additional thirty-five cents (\$.35) per hour.

Add fifty cents (\$.50) per hour to Certified Class I and Certified Night Leaders for pool check.

Add twenty-five cents (\$.25) per hour for all Class I through IV Building Supervisors and the Garage Supervisor to do building safety checks.

Shift premium fifteen cents (\$.15) per hour.

Temporary replacements will receive the hourly rate of pay at Step I.

- ALL RATES SUBJECT TO VERIFICATION -

APPENDIX A - Wage Schedule (Cont'd)

To arrive at the schedule above, the following occurred:

Increased 1988-89 dispatcher base by \$.49 and applied percentages.

Increased 1988-89 garage supervisor base by \$.07 and applied percentages.

APPENDIX B
LIVONIA PUBLIC SCHOOLS
Operational Services Department
Plant Operations

CUSTODIAL EVALUATION

NAME _____ BUILDING _____

DATE _____ EVALUATOR _____

Rating: 1-Unacceptable 2-Below Standard 3-Standard 4-Above Standard 5-Excellent

ATTENDANCE AND UNIFORM (Grade Using 1-5)

- _____ Personal Appearance (Is uniform worn)
- _____ Arrives for work on time (Please put explanation on back under comments)
- _____ Frequency of Absenteeism (Please put explanation on back under comments)

WORK PERFORMANCE (Grade Using 1-3 only)

- _____ Classroom cleaning
- _____ Cleaning lavatories
- _____ Maintains section by changing lights, making repairs, closing windows, locking doors.
- _____ Keeps equipment clean and in repair.
- _____ Waxing, dusting, washing windows, lockers and desks.
- _____ Keeps updated records of waxing and stripping classrooms and halls.

ATTITUDE (Grade Using 1-4 only)

- _____ Follows instructions precisely, without debate or argument.
- _____ Volunteers to help when needed.
- _____ Is self-directed and works without wasting time.
- _____ Cooperates with fellow employees and is congenial with outside groups and all building personnel.
- _____ Enjoys their work and takes pride in doing a good job.
- _____ Is able to accept criticism and makes every effort to improve.

Please answer yes or no to the following questions

- _____ Should this person be considered for advancement?
- _____ I would like a conference to discuss this employee's employment status.

Please use the reverse side for comments.

EVALUATOR'S COMMENTS

EMPLOYEE'S COMMENTS

My signature does not mean I agree
with this evaluation.

(Evaluator)

(Employee)

(Date)

(Date)

11/81 Plt. Op.

APPENDIX C

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: _____

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STEP II	16.99	17.51
STEP III	17.49	18.01

Garage Supervisor

STEP I	17.62	18.18
STEP II	18.12	18.68
STEP III	18.62	19.18

Dispatcher

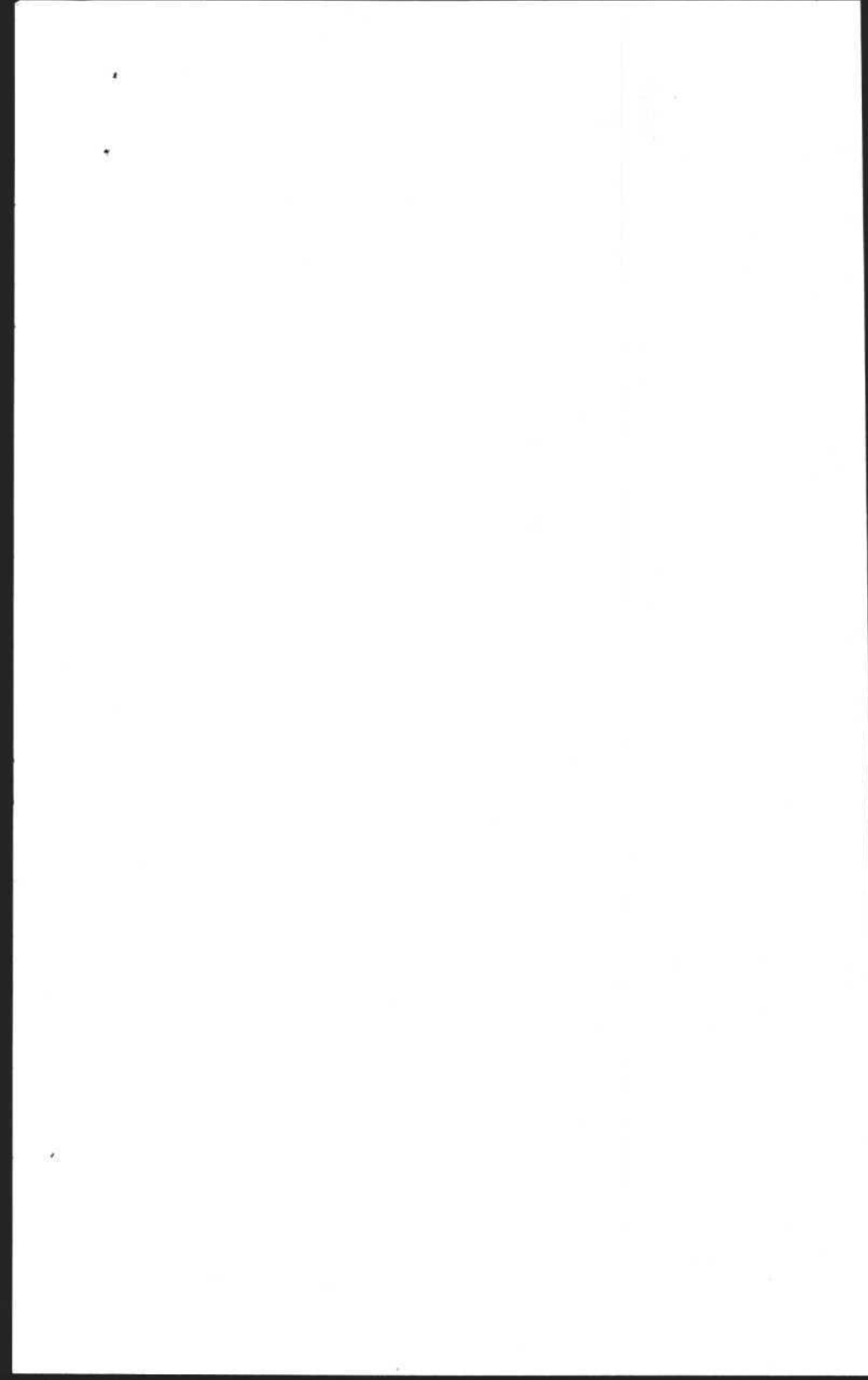
STEP I	14.24	14.70
STEP II	14.74	15.20
STEP III	15.24	15.70

AGREEMENT
BETWEEN THE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
AND
SUPERVISORY EMPLOYEES' ASSOCIATION, LIVONIA SCHOOLS
July 1, 1989 through June 30, 1993

CONTRACT INSERT - 1992-93 WAGES

		<u>07/01/92</u>	<u>01/01/93</u>
Building Supervisors			
Class I	STEP I	16.07	16.58
	STEP II	16.57	17.08
	STEP III	17.07	17.58
Class II	STEP I	15.48	15.97
	STEP II	15.98	16.47
	STEP III	16.48	16.97
Class III	STEP I	14.99	15.47
	STEP II	15.49	15.97
	STEP III	15.99	16.47
Class IV	STEP I	14.66	15.13
	STEP II	15.16	15.63
	STEP III	15.66	16.13

Energy Manager



	<u>07/01/92</u>	<u>01/01/93</u>
Food Service Manager		
STEP I	9.04	9.34
STEP II	9.54	9.84
STEP III	10.04	10.34
Environmental Control Technicians*	19.51	20.10
Environmental Control Tech. Leader Hourly Rate of Env. Ctrl. Tech. + \$1.00		

* This amount includes monies for shift premiums.

ALL RATES SUBJECT TO VERIFICATION

