

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

July 1, 2011 through June 30, 2013

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**A G R E E M E N T
BETWEEN THE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
AND THE
SUPERVISORY EMPLOYEES' ASSOCIATION
LIVONIA SCHOOLS**

AGREEMENT

This Agreement is entered into as of this 1st day of July 2011, 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, router/dispatchers, building supervisors and assistant supervisors, maintenance leaders, lunch program managers, garage supervisor, custodial 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 determined by the Association, or in the alternative, a court of competent jurisdiction. In no event shall the representation (service) fee be greater than the dues of the Association.

In the event that dues and assessments, or a service fee (as referenced above) shall not be paid, the Board, upon receiving a signed statement from the Association indicating that a bargaining unit member has failed to comply with the conditions of this Article, shall immediately begin payroll deduction of said fee,* subject to the foregoing; all payroll deductions for political contributions (e.g., MEA-/NEA Fund for Children and Public Education) must be submitted on a signed authorization form in accordance with law.

*MCLA 408.477; MSA 17.277(7)

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 (or see Section A. of this Article). Individual authorization forms shall be furnished by the Union and, when executed, filed by it with the District's Business Services 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. District

"District" 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. Association

"Association" shall mean the Supervisory Employees' Association, Livonia Schools, Michigan Education Association-National Education Association (MEA-NEA) and shall include its designee upon whom the Association has conferred authority to act in its place and stead.

Section C. Employee

"Employee" shall mean any member or members of the bargaining unit.

Section D. Superintendent

"Superintendent" 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. Director

"Director" means the Central Office Administrator in charge of personnel covered by this Agreement.

Section F. Immediate Supervisor

"Immediate Supervisor" shall mean the administrator of any work location or functional division or group.

Section G. Union Representative

"Union Representative" 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:

Section A. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the Livonia School District.

Section 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.

Section 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.

Section 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.

Section E. Adopt reasonable rules and regulations.

Section 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.

Section G. Determine the place of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

Section H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Section 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.

Section 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.

Section 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.

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 in the office of Human Resources, by a building administrator, or by a department supervisor. 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.

No written material of a negative nature directed toward an employee shall be placed in the employee's personnel file(s) or any other file held by a supervisor as described above without notice to the employee, and a request for the employee to initial and date such material. Only such documents (in any of the files as referenced above) as have been made known to the employee and which have been initialed and dated by the employee may be used as the basis for discipline or discharge. Upon request, material and/or letters in a personnel file for four (4) or more years without a reoccurrence of a related incident may be removed.

A Union representative may be present 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 (with a Union representative present) on the material. Employees who disagree with material that is in a personnel file may write a rebuttal that will be attached to the document and kept in the file where the material is contained.

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 in advance. Upon request, up to twenty (20) hours of additional time may be added.

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 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 member who leaves the bargaining unit because he/she is reassigned or accepts a new position out of the bargaining unit will have his/her SEALS seniority and classification frozen. Bargaining unit seniority can be activated if a bargaining unit position in the same classification or lower is vacant and the previous member applies for and is placed in the vacant bargaining unit position.

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 ten (10) calendar days after recall. All recall notices shall be sent by certified mail to the address of record in the Human Resources Department;
5. Retires;
6. Fails to return from an authorized leave of absence within ten (10) calendar days or a reasonable excuse at the designated time for the leave termination;
7. Is absent for five (5) consecutive days without notice or 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 start dates in effect at the time this Master Agreement goes into effect shall be permanent. Employees shall accrue seniority on a continuous basis as defined in Article VII – Section A. above.

Section F. During the term of this agreement which expires June 30, 2013, if any District consolidation plan is implemented, all current SEALS members will retain their seniority status and all rights and benefits as described in the current SEALS Master Agreement.

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 Human Resources 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
Wednesday before Thanksgiving*	New Year's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Monday after Easter*
Christmas Eve Day	Independence Day
Christmas Day	Memorial Day**

*When designated as a day off for teachers on the LEA Calendar. If these days are not designated, SEALS and the District will meet to determine which two additional days will be designated as holiday time.

**Suspended for the duration of the agreement. Employee has the option to use earned vacation time.

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

During 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.

As of July 1, 2011 vacation time will be debited on an hourly basis.

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. In the event an employee carries over unused vacation days from the previous school year, he/she shall have the option of scheduling those vacation days during the current school year, subject to Section C, below, or banking unused days for later use or to be paid out at retirement or other severance of employment.

Effective July 1, 2011, the following cap on vacation accumulation for retirement/severance purposes shall apply: The District shall determine vacation time accumulation as of the end of the 2010-2011 school year. Those with over 50 days earned will have that accumulation capped for purposes of retirement/severance payouts. SEALS members with less than 50 days banked can accumulate vacation days for purposes of the retirement/severance payment to 50.

SEALS members will continue vacation credit in accordance with Article XI, Section A.

1. During the school year, all vacations shall have the approval of the building principal and the Administrator of Operations, or designee. When schools are not in session, approval for vacation will not require approval from both. It is understood that the District does not guarantee to provide substitutes for vacationing employees. No employee will be granted pay in lieu of vacation except when, in the opinion of the Director of Business Services, it is in the best interest of the District.
2. Legal holidays falling within the vacation period shall not

be counted as vacation days, except as provided in Article X, Section A. An employee will receive his/her vacation pay before he/she leaves on vacation if he/she gives the Payroll Department two (2) weeks' notice in writing.

Section C. All requests for scheduled vacation shall be submitted to the Administrator of Operations, or designee ten (10) days in advance. Each member shall be informed within five (5) days as to whether or not the request is to be granted. Each member shall have the option of using eight (8) hours of vacation time with a 24 hour approval up to three times a year.

ARTICLE XII—LEAVE OF ABSENCE

Section A. Sick Leave

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 judgment 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 the sick day allocation per year as defined in Section A. No. 1 above.
6. Sick time will be debited on an hourly basis.

7. Employees shall be given an accounting of their accumulated sick days annually.
8. Personal Business
 - a. Employees requesting personal business days must give notification, which includes general reasons, which will 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, the personal business days shall be added to the individual's sick bank.
 - c. SEALS members will be allowed to take two (2) personal business days at any time for any reason.
 - d. SEALS members will work with their direct supervisor to assure appropriate coverage in their school/department.
9. 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:

Death in the family of the employee and/or spouse for a period not exceeding five (5) days. Family shall mean mother, father, brother, sister, wife or husband, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparents, any person in loco parentis and blended family members. Additional time beyond five (5) days for death in the family, if granted, can be charged to sick leave.
10. 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.

11. 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 Leaves

Personal leaves, without pay, may be granted upon written request. No leave shall exceed two (2) calendar years. Personal leave requests will be made yearly and shall not extend past the two year limit.

Section C. 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.

As of February 2008, an employee who is the spouse, son, daughter, parent or the next of kin of a covered service member can take up to 26 weeks of FMLA leave during a single 12 month period to care for the injured service member. The same eligibility requirements apply for employees requesting a leave under this category.

Regulations as established by the Department of Labor will be followed when granting leaves under this provision.

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 E. Extended Leave for Ill Health].

An employee requesting a FMLA leave must provide the Director of Human Resources 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. After these days have been used and if more sick time is needed, the employee may choose to use accumulated vacation time. When additional time is needed during the 90 calendar day (13) week) LTD elimination period, the employee may use available vacation days. If the employee has purchased and is filing for short term disability, vacation days may be used during the 14 day elimination period. Vacation days cannot be used once the short term disability coverage starts.

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 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.

When a FMLA leave donated as (1) or (2) above is granted to spouses who are both employed by the District, the total amount of time on leave (in total for both employees) cannot exceed twelve (12) weeks of FMLA time.

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 a 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 a 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 a 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 a FMLA leave, then upon cessation of the leave, the employee must work the days needed to complete the probationary period.

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 Director of Human Resources. 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.
3. The Union employee returning from an extended leave shall be restored to his/her original classification under the seniority provisions. If 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 shall be carried under the insurance plan for up to one (1) year.
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 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 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.

A SEALS member choosing to opt out of medical health care as outlined in Article XIII below will receive \$208.33 for each full month in the period from July 1 to June 30 in which

the employee is not covered by the District health insurance plan. This amount, less applicable deductions, will be paid on a date as agreed upon by the District and SEALS leadership. The employee will not be eligible for this payment in any month in which he/she is covered on the health insurance provided through the school district as a spouse or dependent of another employee in the school district. If after choosing to opt out of District medical health care the status of the member changes, he/she may re-enroll in the District health care program and not receive the cash in lieu payment.

INSURANCE PLAN

1. The District shall contribute one hundred percent (100%) toward the payment of monthly premiums for the HAP HMO 250/500 deductible plan to cover all employees.

A prescription drug card will be issued for \$10.00 generic and \$20.00 brand name coverage.

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. Employees shall authorize payroll deduction for the balance of the premium for any authorized optional insurance not paid by the District. This includes the ability for employees to purchase during an open enrollment period a short term disability benefit plan as described in Appendix E.
3. The District will provide Long Term Disability insurance as defined in Appendix F. Included in the Long Term Disability plan is the ability for the employee to utilize available sick days in addition to the long term disability benefit for up to one (1) year. This will give the employee the ability to collect 100% of salary during this period of time. After the one year period or when sick days are depleted, disability benefits will be as described in Appendix F. If sick days are not used in addition to

the long term disability, the long term disability benefit will be as described in Appendix F.

The SEALS members who are covered by the District health insurance as defined in Article XIII – Insurance will continue their level of contribution on a pre tax basis by the amount below through the 2012-2013 school year. This amount will be deducted from 26 pays.

Single coverage	\$21.54
Two-person coverage	\$29.23
Family coverage	\$36.92

If there are health insurance increases for the 2012-2013 school year as determined by comparing those premiums with those for the 2011-2012 school year, the District agrees to pay the first five percent (5%) of that increase, those SEALS members taking health medical insurance through the District will pay through the District's health care contribution up to the next five percent (5%), and the District will be responsible for any remaining increase.

Regarding the implementation of this section, the parties agree to meet to verify insurance increases and the liability to each party.

If any increased costs fall to those SEALS members taking health medical insurance, the parties further agree to meet to determine what each member owes.

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

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 (primarily extractions), endodontic and periodontic services.
2. Class II—Prosthodontic Services—bridges, partial and complete dentures.
3. Class III—Orthodontic Services. 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

The District will provide a vision care program which is covered in Appendix G.

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 voluntary contributions. Members who choose to participate will subtract at least one (1) sick day from his/her personal sick day accumulation.
 - 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

Section A. Vacancy Defined

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 unless mutually agreed upon by the parties. Current bargaining unit members who apply for vacancies will be placed prior to filling those vacancies with returning members from outside the bargaining unit. Filling vacancies within the bargaining unit is the responsibility of the administration.

Section B. Filling Vacancies

All vacancies within the bargaining unit shall be posted for at least five (5) working days. Positions will not be posted in July and August. Positions that become vacant during July and August will be posted in September.

Postings will include title of the job, classification/level, qualifications required for the job and the shift for the job.

1. Current SEALS members who make application for posted vacancies will be given priority consideration. The factors being considered for application to positions will include but not be limited to seniority with the District, qualifications, skills, previous work experience, willingness to learn new skills and reliability.
2. If there are no applicants who hold seniority in the bargaining unit that meet the stated qualifications but have related experiences, the District may provide opportunities for mentoring support, job overlap and training opportunities upon request. If two or more Union members apply for the vacancy and the job is offered to a Union member, the determination of the administration is final and will be shared with the applicants and the Association, upon request.

3. If current member(s) of the bargaining unit apply and are not offered the position, the Union may request the reasons from the Administrator of Operations or his/her designee.
 - a. The reasons why no members of the bargaining unit 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 Director of Human Resources or designee who will review the situation. The position will not be filled until the review has been completed. This process will take no longer than ten (10) days calendar days. Upon request, an extension of this time line may be granted.
 - c. It is agreed that the vacancy would not be filled permanently until the final decision of the Director of Human Resources has been received by the Union.

Section C. Selection

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.

Section D. Applicant Pools

In order to create a pool of applicants to fill a vacancy when there are no bargaining unit members available to fill such positions, the following procedure for the selection of individuals to fill such vacancies may take place.

1. When applicants from outside the bargaining unit are considered for a vacant bargaining unit position, their application documents shall be reviewed by a screening committee that includes the SEALS' Advisory Committee members, and an administrator representing the building/work site where the vacancy

is to be filled, and the SEALS Building Supervisor from the class where the vacancy is to be filled.

2. The Screening Committee shall review all of the application documents submitted by the applicants, and shall identify those who meet the applicable "skills and qualifications" criteria to be eligible for interview by the appropriate building administrator.
3. In the event that the vacancy is not filled with one of the individuals identified for interview eligibility by the Screening Committee, all applications shall be discarded, the position shall be re-posted, and the application and screening process shall be repeated.

Section E. Voluntary Transfers

A transfer is a move from one position to another, within a classification, which is equal in pay benefits, and hours.

Employees who wish to be considered for a voluntary transfer may submit transfer requests at any time to the Administrator of Operations or designee. 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 Administrator of Operations or designee 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. 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 Administrator of Operations or designee may fill or not fill a vacancy with either a voluntary or involuntary transfer. The decision of the District may be appealed as described above in Section 3b. and c. Any resulting vacancy shall be posted or filled from the Layoff List, whichever is appropriate.

Transferred Employees shall be subject to a trial period of up to sixty (60) days of work to prove ability to do the job provided. In the event the employee is unable to satisfactorily perform the job, Section F. shall apply.

Section F. Involuntary Transfers

1. An employee may be involuntarily transferred due to his/her inability to satisfactorily perform the duties required by a position. In such a case, written evidence of inability shall be required as proof.
2. Employees being transferred shall be notified in a personal interview with the appropriate administrator. The Association shall be informed.

Section G. Pay Level

Transfer to a new job in the unit shall be to the same pay level as the person presently holds.

Section H. Specialized Positions

When it is known in advance that a position requiring specialized training will become vacant (i.e., via retirement, etc.), the District shall send out a preliminary posting to give interested bargaining unit members an opportunity to seek the necessary training.

Section I. Promotions

The movement of an Assistant Supervisor to the position of Building Supervisor is a promotion, and must be posted. In the event such a move results in a reduction of classification and/or in hourly rate of pay, the employee's base rate of pay shall be redlined.

Section J. Returning to SEALS From Outside the Bargaining Unit

1. Current SEALS members who receive a promotion to a position outside the bargaining will have the ability to return to a position any time during a 90 day probationary period. Vacated positions will be held and filled temporarily during the probationary period.
2. Current SEALS members who receive a promotion to an in-district Supervisor position (position outside the bargaining unit) will have the ability to return to the SEALS bargaining unit if the position has been eliminated or he employee and the position are not a match after the 90 day probationary period.
 - a. Upon return to the seals position (No. 2 above), the employee will return with his/her SEALS seniority and the employee will return to the same salary schedule, salary step and longevity level (if applicable) last held before leaving the bargaining unit.
 - b. SEALS members leaving the bargaining unit and returning again will carry their accumulated leave time days (sick and vacation) to their new position. If the person returns to SEALS, his/her accumulated leave time (sick and vacation will carry over to SEALS.
 - c. If employees of less seniority are in the classification that the member left and needs to return to, Article XX—Reduction in Force and Recall language would be in effect.
 - d. SEALS members returning to the bargaining unit as described above and/or laid off SEALS member, if interested, can apply to vacant position(s) that are in higher classifications that the member left.

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 Administrator of Operations who will attempt to resolve the matter.

ARTICLE XVII—INCLEMENT WEATHER CLAUSE

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.

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, or by an officer of the Union. In order to inform the District of the extent of liability involved in a grievance, reference to other individuals or groups of individuals involved in the grievance will be included in the statement of the grievance. All grievances must be filed with the immediate supervisor within thirty (30) days of the occurrence. Grievances that do not involve the actions of the immediate supervisor will be filled at Step Three (3) within 30 days after the employee knows of the occurrence of an alleged violation.

- **STEP ONE (Oral)**

Within thirty (30) 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 Union representative) and the immediate supervisor (building or district). The supervisor shall render a decision within five (5) workdays of the conference.

- STEP TWO (Written)

If the grievance is not settled at Step One, the employee shall, within five (5) workdays after receiving the verbal response from his/her immediate supervisor (building or district) at Step One, the grievant will work with the MEA representative to reduce the grievance to writing. A copy of the written grievance shall be filed with the Administrator of Operations or designee and the Union. A meeting between the grievant and the Administrator of Operations or designee will be scheduled within five (5) days of the Step One meeting to receive the written grievance. The Administrator of Operations or designee shall respond in writing within five (5) workdays after receiving the written grievance.

If the grievance is not settled at Step Two, the employee shall, within five (5) days of the date the written disposition is received from the Administrator of Operations or designee by the grievant, appeal the grievance to Step Three.

- STEP THREE

A copy of the written grievance and the disposition of the Administrator of Operations or designee shall be presented to the Director of Human Resources or designee for the appeal review within the five (5) workday period as provided above. Within five (5) workdays of the receipt of the grievance appeal, the Director of Human Resources 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 Human Resources or his/her designee, shall within five (5) workdays after the hearing render a written decision on behalf of the District. A copy will be given to the aggrieved, the Union representative and the 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

at any step of the grievance process may be extended by mutual consent of the parties. The word 'days' in this Article refers to workdays.

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. Arbitration

If the grievance is not resolved in Step Three of the Grievance Procedure 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 the receipt of the written notice of intent to arbitrate, the party desiring arbitration shall 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 judgment 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 expenses of arbitration including filing fees and witness expenses shall be borne by the party incurring them.

NOTE: Grievance Form in Appendix C.

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 RECELL

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 all current supervisors in pay classifications 1, 2, 3, and 4 and including the seniority of the supervisor holding the Custodial Supervisor position.
 - a. The number of positions to be eliminated shall be identified by pay classification and position.
 - b. The least senior bargaining unit members equal to the number of positions to be eliminated shall be reduced from the unit. (Last in, first out.)
 - c. The position(s) where the vacancies resulting from the reductions made as provided above occur will then be identified. In any position (as listed above) where there are more bargaining unit members than there are positions available, the individual who has the least seniority from the positions listed above shall be identified and declared surplus. The surplus people will then be placed in the lower classification. A supervisor who is declared surplus may bump the least senior supervisor in a lower classification, provided the surplus supervisor has greater seniority than the supervisor being bumped in the lower classification. The least senior supervisor may bump the least senior assistant supervisor if the supervisor has greater seniority. An assistant supervisor who is declared surplus may only bump the least senior assistant supervisor. Every effort will be made to maintain shift preference during the bumping process. See Article XX No. 2. to understand the impact that an employee in a special position may have on the reduction process.

- (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.")

Redlining means that the individual who remains in the SEALS unit or is transferred to another bargaining unit (because of reduction in force) 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 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, router/dispatchers, supervisor of the bus garage, energy managers, maintenance supervisors, 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. If a position, as listed above, is eliminated because of layoff, the laid off member can bump into another classification if he/she held a position in the classification previously and he/she has more SEALS seniority than other employees in the position. If the employee did not previously hold a position in another classification, he/she can apply for vacancies in other classifications and will be given priority consideration.
 - c. A member who has previously successfully held a position in another SEALS classification and shift has the right to return to a vacancy in that

classification or shift so long as there is no one on the obligation list controlled by the recall language of this contract based upon his/her bargaining unit seniority, and as provided in Section B. Recall (below).

If the vacancy is at a lower rate than the former classification of the employee, then that employee shall be redlined.

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 or the length of their seniority, whichever is longer. If a vacancy occurs in their pay classification, they will be recalled to that pay classification in order of bargaining unit seniority (last out, first recalled) before a new hire. If an individual declines to return to the vacancy, all recall and redline rights are forfeited and his/her rate of pay shall become the standard rate for that position.

Recall notification shall be by 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 ten (10) days of receipt of the recall letter. If the employee cannot report for work, within that time, he/she must have a reasonable excuse; such as, a need to give a present employer proper notice, or a doctor's excuse in order to have this period of time extended.

Section C. Rights of Laid Off Members – After the implementation of Section A. Reduction, if no positions are available for bumping, the member will receive a lay off notice two weeks prior to the effective date of layoff. The laid off member will be eligible to maintain his/her current health insurance as defined in Article XIII – Insurance for 60 calendar days.

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 In-service Planning Committee consisting of three (3) SEALS members appointed by the Union shall meet each year by October 15 to consider topics for in-service programs. The Administrator of Operations shall be an ex-officio member of this committee. The committee shall submit its recommendations to the Administrator of

Operations who shall investigate the possibility of presenting the requested programs during the forthcoming year.

Section A. Planning

The District shall work cooperatively with the Association in planning a program to meet in-service training and professional growth needs. A program(s) shall be planned each year, and shall provide a minimum of eight (8) hours of on-the-job training to each employee.

Section B. Skills and Qualifications Committee

The District and the Association shall form a Skills and Qualifications Committee composed of two District-appointed representatives and two (2) Association-appointed representatives. The Committee's purpose is to recommend to the Director of Human Resources, 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 applicant's skills and qualifications. The Committee's duties and recommendations shall not be construed as a limitation on the Director of Human Resources' authority to assign personnel as provided for in Article XIV.

Section C. Tuition

Tuition or other fees paid for classes, workshops, etc., relating to job performance and/or responsibilities will be reimbursed up to three hundred dollars (\$300.00) subject to the following:

1. Obtain written approval from the Director of Human Resources prior to the start of the class or workshop;
2. Present receipts along with evidence of successful completion.

NOTE: Reimbursement Request Form in Appendix D.

ARTICLE XXIII—WORK SCHEDULE

Section A. Standard Work Week

The standard payroll work week shall be Monday through Friday.

Section B. Workday

The workday 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 District acknowledges that the employee is entitled to a break period in the morning and again in the afternoon. This break shall be approximately fifteen (15) minutes and shall be coordinated at a time that causes no disruption to instructional programs or other scheduled building activities.

* *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 workday, time-and-one-half for all approved hours worked on Saturday, double time for Sunday, and double time for holidays plus holiday pay. Overtime scheduled on the three additional vacation days that are given to employees in Article XI-Vacation, will be paid at time-and-one-half for all approved hours worked. When overtime is needed because of scheduled events, or special building circumstances, or as deemed necessary, bargaining unit members will determine how the overtime requirements are scheduled. When necessary, overtime will be equally distributed between themselves and members of their staff. In normal overtime situations, overtime refused is charged as overtime hours worked. Bargaining unit members will be

entitled to overtime and will not be part of the overtime list.

Bargaining unit members who request to work on special projects during scheduled holidays or the three additional vacation days given over the Winter holiday in December and are approved by the Administrator of Operations will add the vacation day(s) to his/her vacation bank. Employees who work under these conditions will be paid their normal rate of pay.

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 two (2) hours of pay for "show up" time at the appropriate rate. The employee will be paid for the actual hours worked to resolve the issue that caused the "call in" to occur if it is greater than two (2) hours.

Section E. Noon Duty

Employees who choose to work noon duty with the students will be compensated at the blended rate as determined by the District and in accordance with the Fair Labor Standards Act. The blended rate may vary between employees depending on the number of total hours the employee works in a week, the regular hourly rate of the employee and the rate of pay for noon hour duty. The parties will meet yearly to discuss the base rate for the lunch room duty pay.

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 XII shall not be considered as breaks in "consecutive years of service," but leaves granted under Sections B, D, and E 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 eight (8) hours of unused sick time in his/her sick bank at the time of termination.

0 - 10 years	No reimbursement
10 or more years	Ten dollars (\$10.00) per eight hours of sick time
Retiring Employees	Thirty dollars (\$30.00) per eight hours of sick time

Section C. Special Pay Plan

Retirement pay (as described above in Section A.), sick day

and vacation pay shall be granted upon retirement. As allowed by the IRS, the retirement pay and payoff for unused sick days and vacation days for all retirees who are age 55 and over at the time of retirement will be paid into a tax sheltered annuity under Section 403 (b) of the Internal Revenue Code. The School District will contribute this money within 30 days of the employee's retirement. Retiring employees who are under age 55 will have their retirement pay, unused sick day and vacation day payout paid in a check with applicable deductions. If laws change or the 403 (b) carrier's policy changes and the changes will have a significant impact on the provisions of this paragraph, either party may, at its option, reopen this paragraph for negotiations.

ARTICLE XXV—EVALUATIONS & SUPERVISION OF STAFF

PART I—EVALUATION AND SUPERVISION OF STAFF

Section A. 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 Administrator of Operations and Supervisor(s) of Maintenance and Transportation 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.)

Section B. Supervision/Discipline of Staff

In their role as supervisors, SEALS members have the supervisory responsibilities of staff. SEALS members will have the ability to discipline staffs who are not part of the SEALS bargaining unit. Written discipline procedures to be followed will be developed by management and will be shared with SEALS members and the staff that SEALS members supervise. SEALS members will consult with district management before initiating the discipline process.

SEALS members will not evaluate, supervise or discipline members from the SEALS bargaining unit.

PART II—EVALUATION OF SEALS MEMBERS

Section C. 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.

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.
3. Direct deposit options will be offered to SEALS members. The direct deposit options will include all banking institutions and credit unions that are available within the District's financial systems.

Section C. Longevity

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

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

Beginning on July 1, 1996, each member of the unit who has completed nineteen (19) years of service as Livonia Public Schools employee shall receive \$.50 per hour in addition to the regular hourly rate as a longevity payment.

Beginning on 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 \$.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. The District uniform allowance of \$450 is suspended for the duration of the agreement. This allowance is to be used by the employee to purchase pants, shirts, shoes, jackets, etc., 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.

In the event the District decides to initiate a vendor system for the purchase of uniform apparel, SEALS' participation in such a system shall be contingent upon suitable vendor(s) being selected. Vendors shall be identified by a selection committee of two (2) members selected by SEALS and two (2) members selected by the Superintendent of Schools or his/her designee(s) and approved by the SEALS' Executive Board. If no approved vendor is able to supply footwear satisfactory to a SEALS' member(s), such individual(s) shall be allowed to purchase footwear with the District establishing credit arrangements with selected local retail footwear outlets.

The selection committee shall annually review vendors, performance, and may recommend additional or different vendors.

ARTICLE XXVIII—NO STRIKE CLAUSE

SEALS shall be allowed to select a distinctive uniform style/design distinguishable from those of other employees.


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.

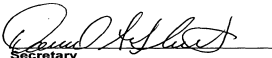
ARTICLE XXIX—DURATION OF AGREEMENT

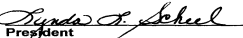
This Agreement shall become effective on July 1, 2011 and shall continue in full force and effect up to and including June 30, 2013.

This Agreement shall continue in effect for successive yearly periods after June 30, 2013 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, 2013 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.

IN WITNESS WHEREOF, parties hereto have set their hands this 22nd day of June 2011.

SUPERVISORY EMPLOYEES' ASSOCIATION
LIVONIA SCHOOLS

President


Secretary

LIVONIA BOARD OF EDUCATION

President


Secretary

**APPENDIX A
SEALS WAGE SCHEDULE
2011—2013**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CLASS I					
	18.90	19.35	19.80	20.45	21.46
CLASS II					
	18.45	18.90	19.35	19.70	20.72
CLASS III					
	18.00	18.45	18.90	19.13	20.13
CLASS IV					
	17.55	18.00	18.45	18.72	19.71
GARAGE SUPERVISOR					
	26.44	27.15	27.87		
MAINTENANCE SUPERVISOR					
	23.69	24.18	24.66		
CUSTODIAL SUPERVISOR					
	25.29	25.74	26.20		
DISPATCHER					
	18.17	18.72	19.71		
DISPATCHER ROUTER					
	25.15	26.05	26.95		
ENVIRONMENTAL CONTROL TECHS**					
	23.58	24.02	24.53		

The same schedule shall apply to the 2012-2013 school year.

**Environmental
Control Technical**

Leader Hourly Rate of Env. Control Technician + \$1.00

* 2.5% increase given off-schedule for 1996-97

** This amount includes monies for shift premiums.

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.
Assistant Supervisor - Buildings with 199,999 square feet or more.
- 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 their current Step at the rate for the class they are replacing or current pay rate, whichever is higher.

- ALL RATES SUBJECT TO VERIFICATION -

APPENDIX B—SEALS EVALUATION FORM

LIVONIA PUBLIC SCHOOLS
OPERATIONAL SERVICES DEPARTMENT
PLANT OPERATIONS

BUILDING SUPERVISOR EVALUATION

Evaluator	Bldg. Supervisor:
Date:	Building

Instructions: (A) Complete all sections. Comments should accompany all ratings.
 (B) Review with employee.
 (C) Forward to supervisor of plant operations.

Rating Scale: 5-Unacceptable 4-Acceptable 3-Good 2-Very Good 1-Excellent

Responsibilities	Rating	Comments
Planning —Looking beyond the Immediate needs of a building and deciding what, who, where, when, and how needs are to be accomplished.		
Organizing —Using personnel, methods, equipment, materials, and cost resources in an effective manner.		
Directing —Assigning tasks and training employees.		
Control —Taking corrective action as a result of feedback from reports, evaluations, and personal observation.		
Level of cleaning standards established.		

Responsibilities	Rating	Comments
Level of job knowledge—mechanical building maintenance equipment		
Ability to operate independently. Ability and willingness to establish objectives.		
Ability to communicate with persons at all levels in the school and community.		
Other Comments:		
<hr/> Evaluator's Signature		<hr/> Date
<input type="checkbox"/> I have seen this evaluation.		
<hr/> Employee's Signature		<hr/> Date

**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: _____

Statement of Grievance: _____

(Use reverse side if necessary)

Contract article(s) or practice(s) violated: _____

Remedy Requested: _____

STEP TWO (2) Supervisor Response Section

Signed: _____ Date: _____
Supervisor

Grievant: I accept the response Grievance is referred to Step Three:

Signed: _____ Date: _____
Supervisor

STEP THREE (3) Office of Human Resources Designee

Date Received: _____ Date of Hearing: _____
Response: _____

Signed: _____ Date: _____
Human Resources Official

Grievant: I accept the response Grievance is referred to Arbitration:

Signed: _____ Signed: _____
Grievant Union Representative

Date: _____ Date: _____

APPENDIX D—REIMBURSEMENT REQUEST FORM
SEALS Growth on the Job

Name _____ Date _____

Position _____ Building _____

The Professional Agreement (Article XXII, Section C) provides that tuition or other fees paid for classes, workshops, etc. relating to job performance and/or responsibilities will be reimbursed up to three hundred dollars (\$300) annually provided that written approval is obtained from Human Resources prior to the start of the class or workshop and that proof of payment and evidence of successful completion are submitted to Human Resources. (Such things as mileage, lodging, and meals, etc. are not reimbursable.) If funds remain at the end of the year, approval may be granted for reimbursement for an additional class or workshop. Such requests must be made no later than June 1 for classes/workshops taken in the current school year.

Reimbursement is requested for: (please check)

- Class/Course
- Workshop/Seminar
- Conference

Describe the class, workshop, conference, etc. Include date(s), cost, etc. Additional information may be attached to this form if necessary.

Note: Payment will be authorized upon receipt of proof of payment and evidence of satisfactory completion. Application forms and proof of payment and successful completion should be submitted to the personnel office.

FOR OFFICE USE ONLY

Approved Denied Amount approved _____

Reason for Denial _____

Reimbursement will be approved after June 1 if funds remain _____

Date _____ Signature _____

**APPENDIX E—BENEFITS FOR THE VOLUNTARY
SHORT TERM DISABILITY COVERAGE**

ELIGIBILITY—All SEALS members are eligible to participate in this plan.

EMPLOYER CONTRIBUTION—This is a voluntary benefit with no employer contribution. Participants will make 100% contribution for the benefit.

PERCENT OF SALARY—66.67%.

WEEKLY MAXIMUM—\$500 per week.

MINIMUM BENEFIT—\$20.00 per week.

ELIMINATION PERIOD—0 days accidental/14 calendar days illness.

INTEGRATION WITH SICK LEAVE—Sick leave can be used to cover the 14 calendar day elimination period. A portion of the remaining sick days may be used to supplement short term disability benefit for participants not to exceed 100% of pre-disability earnings.

MAX PERIOD PAYABLE—13 weeks (90 calendar days).

DEFINITION OF TOTAL DISABILITY—20% loss of earnings.

DEFINITION OF PARTIAL DISABILITY—20% loss of earnings.

RECURRENT DISABILITY—Minimum of two (2) weeks.

SALARY DEFINITION—base earnings plus longevity pay.

OTHER LIMITATIONS—loss due to War, self-inflicted injury, riot, illegal activity, commission of a felony.

PRE-EXISTING CONDITION LIMITATION—If someone sought medical attention or had symptoms of an illness three (3) months prior to enrolling in the coverage, the disability will not be covered for the first twelve (12) months of coverage.

**APPENDIX F—DISTRICT PROVIDED
LONG TERM DISABILITY COVERAGE**

ELIGIBILITY—All SEALS members will have ability to access this benefit.

MINIMUM HOURS—20 hours.

PREMIUM CONTRIBUTION—This benefit will be 100% employer paid.

PERCENT OF SALARY—The benefit will cover 60% of salary.

MONTHLY MAXIMUM—\$5,000.00.

MINIMUM BENEFIT—\$100.00 per month.

ELIMINATION PERIOD—90 calendar days (13 weeks).

INTEGRATION WITH SICK LEAVE—Up to one (1) year of available sick leave may be used in combination with long term disability benefit in order to receive 100% of salary during this time period.

INTEGRATION—Full family.

MAX PERIOD PAYABLE—ADEA—1 Normal Social Security Retirement Age.

RECURRENT DISABILITY—Six (6) months after elimination period and 15 days during elimination period.

DEFINITION OF TOTAL DISABILITY—24 month own occupation.

PARTIAL DISABILITY—20% loss of earnings during own occupation and after own occupation period.

SALARY DEFINITION—Base earning plus longevity pay.

MENTAL AND NERVOUS—24 month limitation.

SUBSTANCE ABUSE—24 month limitation.

SUBJECTIVE ILLNESS—No limit.

PRE-EXISTING CONDITION LIMITATION—If someone sought medical attention or had symptoms of an illness three (3) months prior to enrolling in the coverage, the disability will not be covered for the first twelve (12) months of coverage.

OTHER BENEFITS—Daycare/Eldercare benefit and enhanced rehab benefit. May also quote additional benefits such as a catastrophic benefit that pays an additional percentage if claimant is ADL impaired.

APPENDIX G—VISION PLAN HIGHLIGHTS

Plan Year: September 1—August 31

	Network Benefits	Out-of-Network Benefits
Co-payment	N/A	N/A
Maximum Allowances:		
Exam (<i>Once in a 12-month period from September 1 to August 31</i>)		
Optometrist	Paid in full	Reimbursed up to \$50
Ophthalmologist		
Lenses (<i>Once in a 12-month Period from September 1 to August 31</i>)		
Single vision	Paid in full	Reimbursed up to \$70
Bifocal	Paid in full	Reimbursed up to \$80
Trifocal	Paid in full	Reimbursed up to \$90
Progressive	Not covered, Discount available	No reimbursement
Lenticular	Paid in full	Reimbursed up to \$90
<p><i>Lens Options</i> - Standard scratch-resistant coating, tints (sunglasses), and UV coating are covered. Should you choose lens options not covered by the program, such as, but not limited to, progressive lenses, polycarbonate lenses, high index lenses, and anti-reflective coating, you may be able to purchase these options in-network at a discount.</p>		
Frames (<i>Once in a period from September 1 to August 31</i>)	<ul style="list-style-type: none"> •\$50 wholesale allowance-private practice providers •\$130 allowance-retail chain providers 	Reimbursed up to \$40
Contact Lenses (<i>Once in a 12-month period from September 1 to August 31, in lieu of spectacle lenses and frames</i>)	Certain lenses selected by United Healthcare are covered at 100%. There is a \$150 allowance for all other elective contact lenses.	Reimbursed up to \$150
Medically Necessary	Covered in full	Reimbursed up to \$210
Refractive Eye Surgery	Members receive discount if services are rendered by a participating laser eye surgeon.	No benefit provided

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