

**MASTER AGREEMENT**

**for**

**THE LIVONIA BOARD OF EDUCATION**

**AND**

**THE LIVONIA  
SECRETARIAL ASSOCIATION**

**MICHIGAN EDUCATION ASSOCIATION—MEA**

**July 1, 2013 to June 30, 2016**



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

This Agreement entered into as of this 1st day of July 2013 between the Livonia Public Schools School District, hereinafter referred to as the DISTRICT and the Livonia Secretarial Association, Michigan Education Association (MEA) hereinafter referred to as the "UNION."

**WITNESSETH**

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

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

## ARTICLE I—RECOGNITION

**Section A.** The District hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all full-time and part-time secretaries at the elementary and secondary levels, central office, the insurance office, student services and community education, bookkeepers and food services. Excluded positions include the secretaries to the Superintendent, Assistant Superintendent(s), along with confidential employees, supervisors and all other employees.

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

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

## ARTICLE II—ASSOCIATION SECURITY

### **Section A. Agency Shop**

Each employee who, on the effective date of the Agreement, is a member of the Association may authorize dues deductions for the length of this contract. In no event shall the representation (service) fee be greater than the dues of the Association.

### **Section B. Association Dues Checkoff**

The District agrees to deduct the Association membership initiation fee, or service charge to non-members, and once each month, dues from the pay of those employees who individually

request in writing that such deductions be made (or see Section A. of this Article). Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the District's Business Office. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the tenth of the succeeding month after such deductions are made.

**Section C. Save Harmless Clause**

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

**ARTICLE III—DEFINITIONS**

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

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

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

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

**Section E.** Whenever the term "Director" is used, it shall mean the Director in charge of human resources covered by this Agreement.

**Section F.** Whenever the term "Immediate Supervisor" is

used, it shall mean the administrator of any work location or functional division or group.

**Section G.** Whenever the term "Association Representative (s)" is used, it shall mean the person(s) designated by the Association to represent an individual or group of employees. This can include but not be limited to an Association member or the MEA representative.

**ARTICLE IV—MANAGEMENT RIGHTS CLAUSE**

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

- A. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the Livonia School District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
- C. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, the institution of new and/or improved methods of changes therein.

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

The exercise of the foregoing powers, right, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.



## ARTICLE V—ASSOCIATION RIGHTS

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

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

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

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

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

**Section F.** The Association has a bank of eighty (80) hours with pay for representatives to attend conferences and workshops. Permission for absences under this provision must be secured in advance. When necessary, up to twenty (20) additional hours may be requested.

## ARTICLE VI—RECLASSIFICATION PROCESS

The following process will be followed when bargaining unit members make a request to the District and the Association for reclassification. The same process will be followed when the District requests a reclassification.

- A. The employee who desires to be considered for reclassification shall request the Reclassification Request Form from the Livonia Secretarial Association President or the Human Resources Office.
- B. The completed request forms will be submitted to the Director of Human Resources and the Livonia Secretarial Association President.
- C. Upon receipt of the reclassification request, the Director of Human Resources or his/her designee will convene a reclassification committee to consider the request. The Reclassification Committee shall be composed of the following members:
  1. Administration (2)
    - a. Director of Human Resources or designee
    - b. Administration Representative that is appropriate to the assignment of the employee making a reclassification request
  2. Livonia Secretarial Association
    - a. LSA President or designee
    - b. LSA Area Representative(s) that is appropriate to the assignment of the employee making the request
    - c. LSA Executive Director (ex-officio, non-voting)

- D. The Reclassification Committee shall meet in a timely manner subsequent to the receipt of the request by the office of the Director of Human Resources, and shall consider the request, including rationale submitted by the employee making the request, and any other pertinent information the members of the committee may choose to present for consideration.
- E. The Director of Human Resources shall make his/her final decision and communicate it to the members of the Committee and to the employee making the request within ten (10) working days after the Committee meets.
- F. Depending on the time of year the reclassification requests are made, additional time may be granted to process the request not to exceed ninety (90) calendar days.
- G. The parties understand that the process described herein shall not be interpreted to prevent either party from raising such issues as matters of collective bargaining; nor shall this process limit such issues to be considered through the collective bargaining process only.

## ARTICLE VII—SENIORITY

**Section A.** Bargaining unit seniority shall be defined as the length of service within the District while in a bargaining unit position and 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. Members who take a position outside the bargaining unit will have their LSA bargaining unit seniority frozen at the same level, step and hours as previously held in the bargaining unit. Bargaining unit seniority will be frozen for the length of the person's seniority in the bargaining unit. Employees with frozen seniority can apply for vacancies within the bargaining unit and cannot be placed in a position if a current member would be displaced.

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

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

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

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

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

**Section E.** LSA seniority dates in effect at the time this Master Agreement goes into effect shall be permanent. All LSA employees who currently hold bargaining unit positions shall accrue seniority on a continuous basis.

**Section F.** A LPS employee shall lose his/her LSA seniority rights if he/she has held a position outside the LSA bargaining unit longer than the number of years the employee has earned seniority in the LSA bargaining unit.

## ARTICLE VIII—GENERAL QUALIFICATIONS

**Section A.** The District agrees that neither it nor any of its representatives shall discriminate against any employee by

reason of race, creed, religion, national origin, age, sex, marital status, political activities, or membership or participation in the activities of the Association or any other Union.

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

## **ARTICLE IX—DISCIPLINE, DEMOTION, AND DISCHARGE**

### **I. Discipline**

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

**Section B.** Employees involved in disciplinary proceedings have the right to have an Association Representative present. When a request for representation is made, the parties will work together to schedule the meeting.

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

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

### **II. Demotion**

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

**Section B.** A demotion may occur due to the inability to capably perform the duties required by a position. In such a case, written detailed evidence of inability shall be required as proof. A demotion is subject to the grievance process beginning at Step Two of the Grievance Procedure.

**Section C.** The Association and employees being demoted

shall be notified in writing. The member may request to have an interview with the appropriate supervisor and Director to discuss reason(s) for the demotion.

### **III. Discharge**

**Section A.** The responsibility for the suspension or dismissal of any employee for any just cause shall lie with the Director or his designated representative. The Association will be notified in advance of this action, except in unusual circumstances.

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

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

## **ARTICLE X—HOLIDAY LEAVE**

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

Independence Day*	Christmas Day
Labor Day + one (1) <small>(suspended)</small>	New Year's Eve Day
Wednesday before	New Year's Day
Thanksgiving** <small>(suspended)</small>	
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Eve Day	

\* Shall include summer school employees who are regular employees during the school year.

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

\*\* In years when this day is not designated as a day off on the school calendar, the parties will meet to determine the additional day in the school year that will be the additional desig-

nated holiday. The Friday before Labor Day and the Wednesday before Thanksgiving shall be suspended as paid holidays for the duration of this contract, and employees may not work these days. The ten month employees may use earned vacation time in order to be paid for these non-work days.

An employee who opts out of the district provided medical insurance as defined in Article XIII, Section A may choose to have his/her Cash In-Lieu payment reduced by taking the two unpaid holidays as a deduction. This option must be exercised annually, in writing, by August 1 of each year.

To have the Cash In-Lieu payment reduced by the two unpaid holidays in the 2011-2012 school year, the employee must be enrolled in Cash In-Lieu prior to September 1, 2011. To have the Cash In-Lieu payment reduced by the two unpaid holidays in the 2012-2013 school year, the employee must be enrolled in Cash In-Lieu prior to September 1, 2012.

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

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

**Section D.** For ten (10) month employees, due to the additional paid holidays added in Section A. above, up to two (2) additional vacation days that remain in the employee's vacation leave days at the end of the school year in June will be rolled into the employee's sick leave bank.

## ARTICLE XI—VACATIONS

### **Section A. Past Credit**

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

### **Section B. Vacation Accumulation**

Vacation days for twelve (12) month employees shall be cumulative from one year to the next for up to twenty (20) days.

Upon request by the employee to the Director of Human Resources, a portion or all of the 20 day rollover of unused vacation days will be transferred to the employee's personal sick leave bank until the Long Term Disability (LTD) qualifying period has been met (maximum 70 days).

Employees who do not need additional sick days to qualify for Long Term Disability (LTD) will be limited to a yearly 20 day per year vacation day rollover accumulation. By June 30 of each school year, any days in excess of the 20 day rollover must be used, rolled over as sick days (if needed) or lost.

Immediate supervisors will make every effort to accommodate vacation requests.

Employees who previously submitted a plan to utilize accumulated vacation time by June 30, 2009 are expected to complete their plan before the above accumulation period goes into effect.

**Section C. Qualifying Credit**

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

**Section D. Holidays**

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

**Section E. Computation**

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

	<b><u>Completion of Service to the District</u></b>	<b><u>Less than 12 Month Employees</u></b>
1-12 months service	1 day per each month worked	
1-4 years service	12 days	(10.5)
5 years service	13 days	(11.5)
6 years service	14 days	(12.5)
7 years service	15 days	(13.5)
10 years service and over	20 days	(17.5)



2. Vacation for less than twelve (12) month employees shall be as shown above. These days will be paid days and not taken as time off work. Days will be paid to insure a full paycheck during winter, mid-winter, and spring recess, subject to the number of days earned. Due to the two added paid holidays added to Article X, up to two additional vacation days that remain at the end of the school year in June will be rolled into the employee's sick leave bank. After these days (up to two) are rolled over, any remaining days will be paid in the final paycheck of the school year or upon request of the employee, placed in the employee's sick leave bank up to the Long Term Disability qualifying period (maximum 70 days).
3. Yearly, based on the established district calendar, the District and the Association will work together to create a calendar that reflects the starting and ending dates for all LSA who work less than twelve (12) months (ten (10) month employee). The calendar will include the scheduling of the first and last day of work, 220 (210, 215) days of work including scheduled holidays.

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

**Section G.** Vacation time for all twelve (12) month employees shall be scheduled with the immediate supervisor. If two requests are made for the same period and only one can be honored, the high seniority employee (according to LSA seniority) will get preference. Substitute time may be provided for all scheduled vacation periods taken during the school year. Vacation requests may be denied. Immediate supervisors will make every reasonable effort to accommodate the request.

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

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

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

**Section K.** When a mid-winter break is scheduled on the District calendar, twelve month LSA members have the option of working in their buildings unless the District is declared closed by the Superintendent. Employees may take vacation day(s) or dock day(s) to cover the designated time off.

## ARTICLE XII—LEAVES OF ABSENCE

### **Section A. Sick Leave**

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

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

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

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

1. An employee may be granted up to one (1) year leave of absence, without pay, due to personal or immediate family illness. Immediate family shall be defined as: father, mother, husband, wife, son/daughter in laws, members of blended families or other persons in a similar relationship to the family household.

Employees who have exhausted their accumulated sick days and who have applied for and received an extended unpaid sick leave or qualify to receive Long Term Disability shall be carried under the insurance plan for one (1) year.

Employees who have available sick days and are on an approved medical leave and do not qualify for Long Term Disability will have health insurance coverage for one (1) year from the date that the employee's sick leave days are exhausted.

Employees who qualify for Long Term Disability will have health insurance coverage for one (1) year from the date that the Long Term Disability begins.

Under this provision, upon return to work, the employee must complete one (1) full year of service (according to each employee's individual contract (42 weeks, 44 weeks, etc.) before the employee would be eligible for the year coverage of health insurance while on a leave. This requirement does not preclude the employee from using his/her accumulated leave days (sick or personal) and/or vacation and holiday time.

2. Written application for a medical leave shall be made by the employee to the Director of Human Resources.
3. An employee returning from a leave of absence due to personal illness, with a physician's statement, shall be placed according to the Obligation List in a classification as close as possible to the one held when leave began. If the physician recommends a lighter work load, every effort shall be made by the Director to place the employee in a classification in which he/she is capable of performing. The District reserves the right to have an employee examined by his/her own physician before his/her return to work. This shall be at the expense of the Board of Education. In some cases, the services of a mutually agreed upon third physician may have to be secured.
4. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
5. Maximum leave shall not exceed two (2) years unless the employee is covered by long term disability.
6. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.
7. Sick leave can be used to cover the fourteen (14) calendar day elimination period for employees who have purchased short term disability. 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.
8. 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.

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

1. An employee who has been employed for one (1) year or more may be granted up to one (1) year leave of absence, without pay, due to personal reasons including child care and/or adoptions. Up to one additional year may be granted upon request.

2. Written application for such leave shall be made by the employee to the Director of Human Resources two (2) calendar weeks prior to the leave-taking, except in cases of emergency nature.
3. Leave of absence as described shall be without pay or fringe benefits.
4. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted.
5. An employee requesting return from a personal leave shall be placed on the Obligation List consistent with his/her seniority date, level, hours and months.

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

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

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

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, in laws or members of blended families or other persons in a similar relationship that live in the family household or are in a similar family relationship 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 mem-

ber can take up to 26 weeks of FMLA leave during a single twelve (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 B, Medical Leave of Absence).

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 denoted 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 E. Jury and Court Leave**

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

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

1. Employees requesting personal business days must give notification, which includes general reasons, which shall be kept confidential, to the immediate supervisor. Except in cases of emergency, forty-eight (48) hours notice must be given.
2. All ten (10) month employees shall be permitted two (2) days per year for personal business, and all twelve (12) month employees shall be permitted two (2) days per year for personal business. All may be granted an additional two (2) days with the approval of the Director of Human Resources and without deduction from sick leave. If unused, the initial two (2) personal business days will be added to the individual's sick bank.
3. Personal business days are to be used for non-recreational purposes which cannot be handled during non-work hours.



4. Employees are permitted to use their personal business days for religious holidays. Employees will give notice of this request.
5. Only in emergencies may personal business days be taken under the provision of this Article on the last day of school or days immediately preceding or following a holiday. Any use of personal business days under this emergency provision must have approval by the Director of Human Resources or designee.

#### **Section G. Bereavement**

All employees shall receive up to five (5) days leave, if necessary, with pay without deduction from sick/personal days, because of death in the family. An employee may request one bereavement day to attend the funeral of a close personal friend.

Family shall be defined as: mother, father, sister, brother, husband, wife, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or any person in loco parentis, members of blended families or other persons in a similar relationship to the family household.

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

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

## ARTICLE XIII—INSURANCE

### Section A. Qualifications

Qualifications needed in order to receive full family medical healthcare, dental, and vision insurance coverage:

1. A secretary who is hired prior to June 30, 2009 shall qualify for full family benefits as long as the employee holds a secretarial position with Livonia Public Schools of twenty (20) or more contract hours a week. If the contracted hours are reduced for current employees, the employee's right to current medical insurance will not be altered.
2. A secretary who is hired after June 30, 2009 will qualify for single coverage when employed in a secretarial position with Livonia Public Schools for twenty (20) contract hours a week.
3. A secretary who is hired after June 30, 2009 will qualify for full family coverage when employed or promoted to a secretarial position with Livonia Public Schools of 40 contract hours a week.
4. Employees covered under No. 2 and No. 3 above who are moved involuntarily to a position with fewer hours or who have the position held during a school year reduced in hours, will have the same level of insurance coverage throughout the school year when the change was made, regardless of any adjustments in hours that may occur after the work year begins.
5. Individuals who qualify for less than full family coverage may purchase the additional coverage at their time of hire through payroll deductions.
6. Secretaries hired before June 30, 2009 and laid off after June 30, 2009, on the obligation list and later recalled, and employees who are transferred to positions with fewer contracted hours or would have their hours reduced because

of budget reductions would not be treated as new employees and would maintain the level of health, dental, and vision insurance coverage previously held before the layoff or change in assignment occurred.

7. The above qualifications do not apply for STD or LTD eligibility.

### **Section B. Coverage**

The District shall pay the premiums to provide hospitalization, medical, income protection and life insurance for eligible employees and their dependents as defined under approved District policy. This coverage is subject to the terms and conditions of the agreement between the District and the carrier, HAP HMO 250/500 deductible plan.

The LSA members who are covered by the District health insurance as defined in Article XIII—Insurance will continue their level of contribution on a pretax basis by the amount below through the 2012-2013 school year. This amount will be deducted from 20 pays.

Single coverage	\$34.64
Two-person coverage	\$53.27
Family coverage	\$65.26

Effective January 1, 2014, the coverage provided, replacing the HAP HMO 250/500 plan previously offered under this Article, shall be the MESSA Choices/Choices II Plan, with a \$200/\$400 in network deductible; a \$400/\$800 out of network deductible; office visit \$20 copay; urgent care \$25 copay; emergency room \$50 copay; and, the Saver Rx drug program. Also effective January 1, 2014, the BOARD shall contribute an amount toward the payment of monthly premium amounts for the MESSA plan in effect on January 1, 2014, less the employee contributions outlined in this Section and in effect on June 30, 2013 (single: \$34.64; two-person: \$53.27; family: \$65.26). The BOARD contribution will increase each July 1 only if there is a MESSA premium increase, and in an amount not to exceed the inflationary rate as defined in PA 152 for the previous calendar year. Any premium increase in excess of that amount will be borne by the employees, and added cumulatively to their employee contributions.

The BOARD may take any actions in compliance with PA 152, and payroll deductions are authorized for this purpose.

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 LSA members taking health medical insurance, the parties further agree to meet to determine what each member owes.

### **Section C. Cash In Lieu**

A LSA member choosing to opt out of medical healthcare 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 LSA 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 healthcare, the status of the member changes, he/she may re-enroll in the District healthcare program and not receive the cash in lieu payment.

### **Section D. Plan Choices**

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

#### **Plan I**

- (a) HAP HMO 250/500 deductible.
- (b) The District will provide Long Term Disability insurance as defined in Appendix E.
- (c) Life insurance (\$40,000 AD-D).
- (d) Dependent life insurance (\$5,000 spouse/ \$2,500 child).

## **Plan II**

- (a) The District will provide Long Term Disability insurance as defined in Appendix E.
- (b) Life insurance (\$45,000).
- (c) Dependent life insurance (\$5,000 spouse/\$2,500 child).

### **Section E. Long Term Disability**

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 E. If sick days are not used in addition to the LTD benefits, the LTD benefit will be as described in Appendix E.

### **Section F. Dental Plan**

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

Benefits are defined as follows:

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

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

**Section G. Vision Care Plan**

See Appendix F, United Healthcare Vision Insurance Coverage.

**Section H.** Employees shall have the right to increase their insurance coverage by personal contribution through payroll deduction. This includes the ability for employees to purchase during an open enrollment period a short term disability benefit plan as described in Appendix D.

**Section I.** Written application must be filed by the new employee within thirty (30) days of employment. Changes in existing coverage for current employees may be made yearly during re-enrollment periods.

**Section J. Deferred Compensation**

All deferred compensation plans approved by the District shall be made available to employees.

**ARTICLE XIV—FILLING VACANCIES**

**Section A. Vacancy Defined**

A vacancy is an open position in the bargaining unit. Bargaining unit members who apply for vacancies (including transfer requests), members on the obligation list, and those on lay off will be given priority consideration when filling those vacancies.

**Section B. Posting Vacancies**

Priority will be given to current qualified LSA members for LSA openings. All vacancies and new positions shall be posted for at least five (5) working days prior to having the position filled. All members of the bargaining unit on extended leave or layoff who so request of the Human Resources Office, shall be in-

formed of each job posting. Job postings shall state duties, qualifications, hours, length of work year, level and classification for each position. Position and wages must be commensurate with classification as shown on the salary and classification schedule.

All level one positions will be posted "In District" before substitutes and outside applicants are considered.

### **Section C. Interview and Selection Procedures**

1. Screened applicants for promotional vacancies and newly-created positions shall be interviewed by the supervisor responsible for the vacant position.
2. The selection decision shall take into consideration the pertinent skills and unique qualifications of the applicants as demonstrated on a district identified skills and work style assessment.
3. The applicant who is selected for a new position and is a current employee shall be subject to a trial period up to ninety (90) days of work to prove ability to do the job provided. The employee in the new position will receive specific feedback from his/her evaluating supervisor after the first thirty (30) days and sixty (60) days concerning job performance in the new position. The LSA mentoring process may be used to provide additional support during this period. Nothing shall prevent the District from removing the employee prior to the 90th day in the event the employee is unable to satisfactorily perform the job. In such cases, employees who were granted the new position will work with the District and the Association to determine a placement that will cause the least amount of disruption. Members will then bump according to the bumping process. Members with low seniority and no position to bump into will be placed on the Obligation List. Employees who are new to the District will be subject to the provisions of Article XVIII – Probation. Members who are in a new position as the result of the bumping process or transfer will be subject to Article XIX.
4. The District shall pay the cost for any physical examination required by the Board for initial employment.

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

**Section E.** The LPS Administration and the Association will work together to determine assignments consistent with the Master Agreement. The Director of Human Resources shall have the final authority to assign all classified personnel after the posting and other policies as listed above have been followed.

**Section F. Transfers**

1. Employees may request a transfer to a position at the same level or at a lower level. When transfers are granted at a lower level, the employee forfeits his/her right to return to a previous level.
2. Employees who wish to be considered for a voluntary transfer may submit transfer requests at any time. A new list shall be started on March 15 of each year. The old list shall be discarded.
3. An employee may withdraw a transfer request prior to any announcement that he/she has been transferred.
4. In the event an opportunity occurs for transfers because of a resignation, retirement, promotion, multiple transfer requests, etc., the Director of Human Resources will consider the voluntary transfer request(s) and the need for any involuntary transfers prior to filling a vacancy from the Obligation List or posting a vacancy.
5. A vacancy need not be available to transfer employees who have transfer requests on file.
6. Multiple job transfers may be made with or without a vacancy being a part of any transfer.
7. 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 filled from the Obligation List.



8. The Director of Human Resources will work together with the Association to determine transfer needs. After working with the employees affected by the potential change, the decision of the Director of Human Resources to fill or not fill the vacancy with either a voluntary or involuntary transfer shall be final.
9. Overlap time for employees being transferred will be arranged by the District and the employees who are being transferred.
10. An involuntary transfer may be made in order to place an employee in a position where he/she is better qualified after a reduction in force situation. The employee affected by this situation will work together with Association and the District on a case by case situation to determine the needs of the employee based on seniority and qualifications of the positions. Employees will not have their overall compensation improved by an involuntary transfer while employees are on the Obligation List. Employees who have their compensation reduced will be on the Obligation List.

#### **ARTICLE XV—CREATION OF NEW POSITIONS**

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

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

#### **ARTICLE XVI—INCLEMENT WEATHER**

Nothing in this Article shall require the District to keep schools open in the event of severe inclement weather or other Acts of

God. The parties recognize that those inclement weather conditions which are judged severe enough to prohibit the safe operation of buses for the transportation of youngsters shall also be considered severe enough to jeopardize the life, limb and safety of the District's secretaries.

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

## ARTICLE XVII—GRIEVANCE PROCEDURE

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

**Section B.** For the purposes of this Agreement, a "grievance" is defined as an alleged violation of a specific Article and Section of this Agreement. Written grievances shall be on the form provided by the District and shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved. When a grievance involves more than one employee or group of employees the grievance may be signed by only one of the aggrieved employees 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 filed at Step Three (3) within thirty (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. 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 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 Supervisor and the Association. The Supervisor shall respond in writing within five (5) 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 Human Resources Office for the appeal review within the period provided. 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 Association representatives for a review of the grievance. The Director of Human Resources, or his/her designee, shall within five (5) workdays of the meeting render a written decision of the District. A copy will be given to the aggrieved, the Association representative and the Association MEA representative.

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

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

**Section E. 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 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 struc-

tures 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 B.*

## ARTICLE XVIII—PROBATION

**Section A.** A probationary period of six (6) months shall be served by all new employees. New employees will receive a LSA mentor according to the LSA Mentor Program Letter of Understanding.

**Section B.** By the end of the third (3rd) month of the probationary period, the member will be notified orally if there are concerns. By the end of the fifth (5th) month of the probationary period, a written Evaluation, signed by the immediate supervisor and the employee, shall be filed with the Director specifying satisfactory or unsatisfactory performance. If a less than satisfactory evaluation is received after fifth month of employment, the LSA mentoring support may be increased. It is

understood that the District shall have the right to discharge, discipline, transfer or demote any probationary employee and no grievance shall arise therefrom.

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

*NOTE: Evaluation Form in Appendix C.*

## **ARTICLE XIX—LAYOFF, BUMPING AND RECALL**

### **Section A. Layoff and Bumping Procedures**

Layoffs will be based upon the employee's bargaining unit seniority date, level, hours and weeks.

1. A laid off employee will bump at his/her own level/hours and if no jobs are available at his/her own level/hours; i.e., the holders of all jobs at this level have more seniority than the laid off employee, then he/she may bump at the next lowest level. Employees who are bumping into new positions will not have his/her status improved by the bumping and layoff process while other employees are on the Obligation List.
2. A twelve (12) month employee will bump a twelve (12) month job unless there are no twelve (12) month jobs available, in which case he/she may bump downward (i.e., bump a 44-week employee). A forty-four (44) week employee will bump a forty-four (44) week job unless there are no forty-four (44) week jobs available, in which case he/she may bump downward (i.e., bump a forty-two (42) week employee).
3. An eight (8) hour employee will bump an eight (8) hour job, a seven (7) hour employee will bump a seven (7) hour job, a six (6) hour employee will bump a six (6) hour job and a four (4) hour employee will bump a four (4) hour job unless there are no jobs available, in which case he/she may bump a job with the next fewer hours.
4. Those employees who do not exercise their right to bump

and accept a new assignment, shall not be placed on the Obligation List. The Seniority list shall reflect the rights of these employees at the adjusted position.

5. Members whose positions have been eliminated, reduced, bumped or changed due to reductions in staff shall be given a two (2) week notice prior to the reduction and/or change. The District will make every reasonable effort to give the affected member specific details of the change and the new assignment. Laid off members will be placed in seniority sequence on the obligation list. The obligation list will reflect the seniority, level, hours, and weeks of the employee at the time of layoff and bumping.
6. Employees who exercise their seniority under this Section and bump into a new position will be paid at the rate of the level into which they bump.
7. Employees who exercise their seniority under this Section will be returned to their previous level before any other laid off employee with less seniority in the level from which the senior employee was laid off is recalled.
8. Employees who exercise their seniority under this Section shall be on a trial basis in the new position for a period of up to ninety (90) workdays. After the first thirty (30) days, the employee will be given informal feedback from his/her supervisor. After sixty (60) days, the employee will receive more formal evaluation/feedback. In the event the employee is determined not qualified for the new position via formal evaluation by the supervising administrator, the employee shall be transferred to a vacant position at or below his/her level, or laid off with recall rights to the next vacant position at or below his/her level. The next senior laid off employee on the Obligation List shall then be recalled to the position.

#### **Section B. Recall**

1. Recalls will be based upon the employee's bargaining unit seniority date. An employee has recall rights equal to his/her seniority or three (3) years, whichever is greater. Should such members be rehired before they will have lost their seniority, they will return to work on the same step of

the salary schedule unless they completed the year, in which instance, they would automatically be eligible for the next increment. All sick and accumulated benefits would be restored to said employees upon their return.

2. When an employee has moved to a lower level as a result of layoff and bumping downward (because the employee was not able to bump laterally in his/her current level), said employee retains the right to return to his/her previous level, if a position opens or a vacancy occurs in that level. All such employees will be placed in seniority order (level, hours, weeks) on the Obligation List.
3. If the District recalls a laid off or a reduced level employee to a permanent position at his/her job level he/she held before the layoff and the employee refuses to fill said position, then he/she will forfeit all rights to his/her previous level.
4. An employee on layoff shall be recalled to any job he/she is qualified to perform at his/her former level or a lower level prior to filling a declared vacancy by a new hire or a long-term substitute.

### **Section C. Miscellaneous Provisions**

1. Any employee whose hours or length of work year are reduced by the administration shall have the option to accept the reduction and remain on his/her job or then proceed to the bumping procedure as outlined in Section A of this Article.
2. Those employees currently working four (4) hours per day, twenty (20) hours per week, will not have their hours reduced.
3. All earned vacation days will be paid for at the time a laid off employee is paid for the final days worked prior to layoff.
4. Employees laid off shall have their health and life insurance continued until the end of the complete three month period from his/her layoff date. Within this period, if placed in a temporary position, the health insurance coverage will not be affected.



5. No positions will be posted until the layoff and bumping procedures are concluded by the Association and the administration of the Livonia Public Schools.
6. In the event of a disruption in work caused by another representative group causing a layoff of secretarial personnel, an employee to be laid off will receive a written notice within a twenty-four (24) hour period.
7. During the length of this Agreement, when a position which has been eliminated is reinstated the employee who formerly filled that position shall have the right to return to that position if possible, according to the Obligation List, if he/she so desires.
8. The District and the Association will meet to discuss the circumstances when a temporary position needs to exist for longer than the equivalent of a semester. Current laid off employees who fill these temporary positions will receive the long term substitute wages. Temporary positions that last longer than the designated time period (semester equivalent) may be declared a vacancy and posted and filled according to Article XIV – Filling Vacancies.

## ARTICLE XX—TERMINATION OF EMPLOYMENT

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

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

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

## **ARTICLE XXI—PROFESSIONAL GROWTH ON THE JOB**

### **Section A. Planning**

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

### **Section B. Eligibility**

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

### **Section C. Classes/Workshops**

Tuition or other fees paid for classes, workshops, etc., relating to job performance and/or responsibilities will be reimbursed up to five hundred dollars (\$500) annually 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.

### **Section D. Professional Development Provisions**

The District will provide to eligible employees, an eight hundred dollar (\$800.00) payment annually, in addition to other wages, to employees who have completed a two (2) year Associate's degree program (or sixty (60) or more credit hours toward a degree or certificate) that relates to their job.

The District will provide a four hundred dollar (\$400.00) payment annually, in addition to other wages, to employees who have completed a one (1) year certificate program (or thirty (30) or more credit hours toward a degree or certificate) that relates to their job.

Such programs must be approved by the Director of Human Resources. To be eligible for payments described herein, the employee must have five (5) or more years of LSA bargaining unit seniority.

## ARTICLE XXII—WORK SCHEDULE

**Section A.** The normal work schedule for LSA bargaining unit members shall be an eight (8) hour day and a forty (40) hour week, seven (7) hour day and a thirty-five (35) hour week, six (6) hour day and a thirty (30) hour week, four (4) hour day and a twenty (20) hour week Monday through Friday.

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

**Section C.** In case of illness, employees who have worked at least three (3) hours shall be counted as present one-half (1/2) day; the completion of six (6) hours shall be considered a full day of work. Scheduled medical appointments shall not be considered illness for the purposes of this provision.

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

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

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

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

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

**Section I.** During peak work periods, the work schedule of

an individual employee may be altered when it is mutually agreed upon by the employee, the Supervisor, the Association and Director of Human Resources.

**Section J.** Employees working four (4) hours per day shall be entitled to one (1) fifteen (15) minute relief period per day. Employees working six (6) hours per day shall be entitled to one (1) fifteen (15) minute relief period and one (1) thirty (30) minute unpaid lunch period per day. Employees working seven (7) or eight (8) hours per day shall be entitled to two (2) fifteen (15) minute relief periods (one in the first half of the day and one in the second half of the day) and one (1) half hour or one (1) full hour unpaid lunch period.

**Section K.** Overtime pay at the rate of time and one-half for hours worked over forty (40) hours per week will be paid when approved in advance by the employee's supervisor, except in an emergency situation where a student or job related situation exists.

**Section L.** No overtime will be permitted without prior written consent of the supervisor and the Human Resources Office except in an emergency situation where it is the duty of the secretary to remain. Emergency shall be defined as a student or job related situation. Secretaries who choose to stay beyond their scheduled workday without the signed written agreement will not be compensated for that time as overtime.

**Section M.** Secretaries who do not receive permission to earn overtime will not be required to work beyond their scheduled workday and will not be negatively impacted as a result of overtime denial.

## ARTICLE XXIII—RETIREMENT

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

1. Have worked on a full-time basis for the District for a minimum of ten (10) consecutive years provided, further approved leaves of absence shall not be considered as breaks in "consecutive years of service" but leaves granted

shall not be counted toward "years of service."

2. Must meet minimum age requirements to qualify to immediately commence receiving retirement benefits under the Michigan School Employees Retirement Fund.
3. Must submit proof to the effect that he/she will actually qualify for retirement benefits for the period commencing on the first day of the month following the month of his/her termination.
4. Part-time employees shall be eligible for a prorated share of the retirement pay provided their part-time services, when prorated, make them eligible under the full-time clause of Paragraph 1 above and provided further that they fulfill the other requirements set forth in Paragraphs 2 and 3.
5. After having worked the equivalent of ten (10) full years for the school district should the person be employed at the time of his/her death, his/her estate shall be eligible for such retirement pay.

**Section B. Sick Day Savings**

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

0-10 years	No reimbursement
10 or more years	Ten dollars (\$10) per eight hours of sick time
Retiring employees	Thirty dollars (\$30) 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 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 employee's who are under age 55 will have their retire-

ment pay and unused sick 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 XXIV—EVALUATIONS

**Section A.** Employees shall be evaluated at least every two years by their department or building supervisor. Evaluations will not be conducted by LEA members. Employees will be notified prior to the beginning of the evaluation period. Such evaluations shall be made on a standard form to be used by the District (providing the District has the right to revise the form from time to time). The evaluation will include attitude, ability to get along with others and ability to do the job presently assigned. The employee shall initial the evaluation and be given a copy of the evaluation. Employees will be notified prior to receiving the final evaluation when immediate performance concerns are evident. Evaluations will not be subject to the grievance procedure unless the above mentioned procedures are not followed.

**Section B.** Employees will sign each evaluation indicating receipt of the document. Employees who disagree with the contents of his/her evaluation may write a rebuttal to accompany the evaluation document. The rebuttal will be attached to the evaluation document and be placed in the employee's personnel file.

**Section C.** Within thirty (30) days after receiving an unsatisfactory evaluation, the employee will work with his/her evaluating supervisor to develop a plan of support. The employee and the evaluating supervisor may utilize the LSA mentoring program as a means of providing support.

## ARTICLE XXV—PAYROLL

**Section A.** The wages of an employee shall start at the time he/she reports for duty. Wages shall be paid bi-weekly on such calendar dates as are established by the District. The bi-

weekly pay periods begin on a Saturday and end on the Friday preceding payday.

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

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

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

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

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

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

**Section H.** An employee requested to do temporary duty in another classification or level is expected to help until such work is completed. When such temporary duty is in a higher classification or level, the employee shall be paid at the higher rate, if such temporary work continues for more than one (1) full day. The higher rate shall be retroactive to the beginning of the first day. Temporary Wage Authorization forms are available from the Payroll Department. When such work is in the lower classification, the employee shall be paid his/her regular rate. This policy is not applicable during vacations except for circumstances which require added responsibilities.

## ARTICLE XXVI—MISCELLANEOUS PROVISIONS

**Section A.** At the time of employment the Director of Human Resources shall evaluate all previous experience for

placement on the salary schedule. A maximum of three (3) years experience may be allowed.

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

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

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

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

**Section F.** Bargaining unit work will be performed by members of the secretarial bargaining unit. In the event the District decides to take work which is regularly performed solely by members of the bargaining unit and assign the work to other employees of the District outside the bargaining unit, including but not limited to members of other bargaining units and/or long term substitutes, the District agrees to notify the Association in advance of any final action. Upon request filed by the Association, in writing within five (5) days from the date of such notification, the District agrees to meet with the Association to discuss the ramifications on the bargaining unit, the anticipated length of the assignment (not to exceed the equivalent of one semester) and, in good faith, attempt to reach a satisfactory solution to issues particular to the situation. Said meeting shall take place within one (1) week following the request, unless otherwise mutually agreed. Failure to resolve the issue within ten (10) days of the initial meeting could result in a grievance.

**Section G.** The District and the Association shall form a Personnel Relations Committee composed of not more than



two (2) District-appointed representatives, the Association President, and two (2) Association-appointed representatives and the MEA representative. The Committee shall meet approximately quarterly each school year (i.e., August, November, February, May) to discuss matters of importance. Additional meetings may be scheduled upon request. An agenda of the topics to be discussed shall be prepared, and exchanged by the parties in advance of the meeting. The meeting dates, times, and location shall be mutually agreed upon. The Personnel Relations Committee shall not be used to process grievances.

**Section H.** Supervisors will work with employees who are assigned to multiple buildings (to relieve overloaded situations) to assist in prioritizing workload expectations.

**Section I.** Each employee shall have the right, upon request, to review his/her personnel file maintained at the building level and/or on the District level in the Human Resources Office. A representative of the Association may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. Employees will be notified of complaints against them if the complaints are to be placed in the personnel file and/or building file. The employee shall acknowledge he/she has read the complaint by initialing the matter with the understanding that the initialing merely signifies that the employee has read the complaint and does not necessarily indicate agreement with its contents. The employee shall have the opportunity of having a written answer to the complaint filed.

**Section J.** 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 determine the base rate for the lunch room duty pay.

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

## ARTICLE XXVII—NO STRIKE CLAUSE

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

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

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

## ARTICLE XXVIII—LSA MENTORING

### **Section A. Eligibility**

1. LSA members with at least four (4) years of service in Livonia Public Schools who have received excellent evaluations with evidence of positive working relationship with other adults in the workplace are eligible for consideration as a LSA mentor.
2. New employees, employees who have had their assignment changed and employees who have received a less than satisfactory evaluation are eligible to have a LSA member assigned.

## **Section B. Process**

1. LSA members who qualify to be mentors, as described in Section A.1. above will be selected by LSA with approval from the LPS Human Resources Office, on a case by case basis, depending on the needs of a situation. LSA will solicit volunteers who meet the criteria and who match the prospective mentee needs.
2. LSA members who are eligible to receive a mentor will be identified and contacted by LSA. LPS will approve all mentor assignments.
3. The mentor and mentee will meet with a representative from LSA and LPS to develop goals, set a schedule and time line for assistance and review details of the mentor/mentee program.
4. The mentor may request release time for mentor and/or mentee to participate in specific training/workshop or other approved project or activity.
5. The mentor will keep track of hours spent in the mentoring assignment and submit to LPS. Compensation will be pre-approved by LPS at initial meeting between mentor/mentee, the Association and LPS. The compensation will be no more than two hundred (\$200.00) dollars for up to eight (8) hours of work per semester.
6. The evaluation of the mentee will be postponed until after the mentor process has concluded.
7. Mentors will not be part of the evaluation process.

**ARTICLE XXIX—DURATION OF AGREEMENT**

This Agreement entered into between the Livonia Public Schools School District and the Livonia Secretarial Association (LSA) shall become effective upon ratification and Board approval, and shall continue until the 30<sup>th</sup> day of June 2016. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Since the previous collective bargaining agreement was not to expire until June 30, 2013, it is understood that the contract provisions outlined in the previous collective bargaining agreement will be incorporated into the new Agreement and in effect until June 30, 2013.

IN WITNESS WHEREOF, parties hereto have set their hands this 27th day of June 2013.

LIVONIA SECRETARIAL ASSOCIATION

Sharon M. Beletas  
President

Catherine M. Sedlik  
Secretary

LIVONIA BOARD OF EDUCATION

Mark R. Johnson  
President

Deanne Laura  
Secretary

## APPENDIX A—WAGES

**Section A.** Salary Schedule A is for the 2013-2015 school years. Salaries for the 2015-2016 school year will be bargained as a contract reopener.

In year two, 2014-2015, all employees shall receive a one-time payment equal to one percent (1%) of their base annual wages, as calculated using their base hourly wages as listed in Salary Schedules A and B and their regular work schedule hours. The payment will be off schedule, payable in a lump sum in the first pay period of December.

**Section B.** The District shall continue to provide 1% premium pay to be paid to all twelve (12) month full-time secretarial employees based on their rate of pay.

### **Section C. Longevity**

Each member of the unit who has completed fourteen (14) years of service as a Livonia Public Schools employee shall receive forty-five cents (\$.45) in addition to the regular hourly rate as a longevity payment.

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

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

**LSA SALARY SCHEDULE A  
2013-2015**

	<b>LEVEL I</b>	<b>LEVEL II</b>	<b>LEVEL III</b>
<b>BEGIN</b>	\$13.08	\$12.50	\$11.90
<b>6 MONTHS</b>	\$13.69	\$13.08	\$12.50
<b>1 YEAR</b>	\$14.27	\$13.69	\$13.08
<b>2 YEARS</b>	\$15.63	\$15.02	\$14.42
<b>3 YEARS</b>	\$16.66	\$16.04	\$15.44
<b>4 YEARS</b>	\$17.91	\$17.09	\$16.44
<b>5 YEARS</b>	\$18.57	\$17.71	\$17.05
<b>6 YEARS</b>	\$19.29	\$18.39	\$17.73
<b>7 YEARS</b>	\$20.37	\$19.60	\$19.00

**LSA SALALRY SCHEDULE B  
2013-2015 for  
Employees Hired After June 30, 2009**

	<b>LEVEL I</b>	<b>LEVEL II</b>	<b>LEVEL III</b>
<b>BEGIN</b>	\$13.08	\$12.50	\$11.90
<b>1 YEAR</b>	\$13.69	\$13.08	\$12.50
<b>2 YEARS</b>	\$14.27	\$13.69	\$13.08
<b>3 YEARS</b>	\$15.63	\$15.02	\$14.42
<b>4 YEARS</b>	\$16.66	\$16.04	\$15.44
<b>5 YEARS</b>	\$17.91	\$17.09	\$16.44
<b>6 YEARS</b>	\$18.57	\$17.71	\$17.05
<b>7 YEARS</b>	\$19.29	\$18.39	\$17.73

There will be a wage reopener for the 2015-2016 school year.

## JOB LEVELS AND CLASSIFICATIONS

LEVEL I		Weeks	Hours
Director	Insurance	52	8
Administrator	Accounts Receivable Bookkeeper	52	8
Administrator	Payroll	52	8
Supervisor	Accounts Payable Bookkeepers	52	8
Director	Academic Services	52	8
Director	Secondary Programs	52	8
Administrator	Communications	52	8
Director	Student Services	52	8
Director	Business Services	52	8
Director	Elementary Instruction	52	8
Director	Personnel	52	8
Director	Sub Office	52	8
Administrator	Information Technology (IT)	52	8
Principal	Career Center	52	8
Principal	Skill Center	52	8
Principal	Webster Student Services	52	8
Principals	Elementary Schools	44	8
Principals	Middle Schools	52	8
Principals	Senior High School	52	8
Coordinator	Student Services Preschool	52	8
Administrator	Operations/Purchasing/Warehouse	52	8
Supervisor	Transportation	52	8
Supervisor	Early Childhood Secretary	52	8

<b>LEVEL II</b>		<b>Weeks</b>	<b>Hours</b>
Ass't Principal	Senior High Attendance	52	8
Asst. Principal	Senior High Business Office	52	8
Asst. Principal	Senior High Counseling	52	8
Asst. Principal	Senior High Scheduling	52	8
Administrator	Community Ed.—Enrichment/Bldg Use	42	6
Administrator	Community Ed.—Shared Time	52	8
Administrator	Community Ed.—ESL	52	8
Administrator	Community Ed.—Adult Ed.	52	4
Coordinator	Curriculum	52	8
Administrator	Student Services	52	8
Principal	Middle School Bookkeepers	52	8
Principal	Senior High Bookkeepers	52	8
Principal	Senior High/Career Center Bookkeeper	52	8
Principal	LC/TC Bookkeeper	52	4
Principal	Skill Center Bookkeeper	52	8
Supervisor	Secretary/Early Childhood	44	8
Supervisor	Secretary/Bookkeeper Early Childhood	52	6
Supervisor	Food Service—Bookkeeper	52	8
Supervisor	Food Service—Secretary	42	8
Supervisor	Maintenance	52	8
Asst. Principal	Middle School Guidance	44	4
<b>LEVEL III</b>			
		<b>WEEKS</b>	<b>HOURS</b>
Athletic Admin.	High Schools	42	4



**APPENDIX B—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 article(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) Office of Human Resources Designee**

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

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

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

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

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

Date: \_\_\_\_\_ *(Union Representative)*

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

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

<b>APPENDIX C</b> <b>Livonia Public Schools</b> <b>Livonia Secretarial Association EVALUATION</b>
---

EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_ BUILDING/DEPARTMENT \_\_\_\_\_

EVALUATION PERIOD \_\_\_\_\_ [ ] PROBATIONARY [ ] CONTINUING

<b>THE EVALUATION PROCESS</b>
-------------------------------

Evaluation is a process whereby staff members are apprised of the quality of their performance.

**DESCRIPTION OF EVALUATION FORMS:**

The primary purpose of the evaluation form is to encourage positive interaction between the evaluator and the employee and for the employee to realize improvement. To be most effective, the evaluation must occur in an atmosphere of sensitivity, understanding, support, candor and trust by both the evaluator and the person being evaluated. The productivity and success of the evaluation process will depend upon the attitudes of both parties.

Each evaluation process should result in a clear understanding of both strengths and weaknesses and should lead to the greatest efficiency possible. The characteristics listed on each form, though not all inclusive, are intended to stimulate constructive discussion regarding the staff member's performance and provide an organized approach to viewing the staff member's performance.

This evaluation form should be completed by the Principal, Assistant Principal or Administrator. \*Overall evaluations marked "*Improvement Needed*" will include a Plan of Support form which is listed on the last page of this evaluation.

<p><b>I. KNOWLEDGE, ABILITY AND SKILLS TO PERFORM JOB</b>  High level performance requires that the employee:</p> <ul style="list-style-type: none"> <li>a. has command of all assigned work duties and responsibilities</li> <li>b. has the technical grasp of the job where applicable</li> <li>c. prepares and maintains files, records and reports</li> <li>d. has consistently demonstrated his/her ability by performing all required job skills in a competent manner.</li> </ul>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Exceeds Expectations [ ]</td> <td style="text-align: center;">Meets Expectations [ ]</td> <td style="text-align: center;">Improvement Needed [ ]</td> <td style="text-align: center;">Does Not Apply [ ]</td> </tr> <tr> <td colspan="4">Basis for conclusions:</td> </tr> </table>	Exceeds Expectations [ ]	Meets Expectations [ ]	Improvement Needed [ ]	Does Not Apply [ ]	Basis for conclusions:			
Exceeds Expectations [ ]	Meets Expectations [ ]	Improvement Needed [ ]	Does Not Apply [ ]						
Basis for conclusions:									
<p><b>II. ATTITUDE TOWARD JOB ASSIGNMENT AND INITIATIVE</b>  High level performance requires that the employee:</p> <ul style="list-style-type: none"> <li>a. is a self-starter who does the job without being asked</li> <li>b. shows enthusiasm</li> <li>c. contributes suggestions for improvements and exhibits problem solving approach</li> <li>d. sets goals and works toward them willingly</li> <li>e. cooperates with co-workers</li> <li>f. accepts direction from his/her supervisor, including constructive criticism where applicable</li> <li>g. is resourceful</li> <li>h. takes pride in his/her work</li> <li>i. represents position appropriately.</li> </ul>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Exceeds Expectations [ ]</td> <td style="text-align: center;">Meets Expectations [ ]</td> <td style="text-align: center;">Improvement Needed [ ]</td> <td style="text-align: center;">Does Not Apply [ ]</td> </tr> <tr> <td colspan="4">Basis for conclusions:</td> </tr> </table>	Exceeds Expectations [ ]	Meets Expectations [ ]	Improvement Needed [ ]	Does Not Apply [ ]	Basis for conclusions:			
Exceeds Expectations [ ]	Meets Expectations [ ]	Improvement Needed [ ]	Does Not Apply [ ]						
Basis for conclusions:									
<p><b>III. DEPENDABILITY</b>  High level performance requires that the employee:</p> <ul style="list-style-type: none"> <li>a. performs the work assignment with a minimum of supervision</li> <li>b. uses good judgment</li> <li>c. is punctual, reliable and has good attendance habits</li> <li>d. completes his/her work in a timely manner</li> <li>e. exercises discretion and confidentiality.</li> </ul>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Exceeds Expectations [ ]</td> <td style="text-align: center;">Meets Expectations [ ]</td> <td style="text-align: center;">Improvement Needed [ ]</td> <td style="text-align: center;">Does Not Apply [ ]</td> </tr> <tr> <td colspan="4">Basis for conclusions:</td> </tr> </table>	Exceeds Expectations [ ]	Meets Expectations [ ]	Improvement Needed [ ]	Does Not Apply [ ]	Basis for conclusions:			
Exceeds Expectations [ ]	Meets Expectations [ ]	Improvement Needed [ ]	Does Not Apply [ ]						
Basis for conclusions:									

<p><b>IV. PUBLIC RELATIONS</b></p> <p>High level performance requires that the employee:</p> <ol style="list-style-type: none"> <li>actively fosters a cooperative and pleasant environment</li> <li>demonstrates interest in the welfare of children</li> <li>demonstrates courteous demeanor both over the telephone and in person</li> <li>maintains effective relations with school officials and parents.</li> </ol>	<table border="0"> <tr> <td>Exceeds</td> <td>Meets</td> <td>Improvement</td> <td>Does Not</td> </tr> <tr> <td>Expectations</td> <td>Expectations</td> <td>Needed</td> <td>Apply</td> </tr> <tr> <td>[ ]</td> <td>[ ]</td> <td>[ ]</td> <td>[ ]</td> </tr> </table> <p>Basis for conclusions:</p>	Exceeds	Meets	Improvement	Does Not	Expectations	Expectations	Needed	Apply	[ ]	[ ]	[ ]	[ ]
Exceeds	Meets	Improvement	Does Not										
Expectations	Expectations	Needed	Apply										
[ ]	[ ]	[ ]	[ ]										
<p><b>V. SPECIAL JOB RESPONSIBILITIES</b></p> <p>High level performance requires that the employee:</p> <ol style="list-style-type: none"> <li>keeps necessary building facilities, equipment and machinery in good, safe operating condition</li> <li>demonstrates ability to handle emergencies</li> <li>provides assistance to students in a cordial and courteous manner</li> <li>provides necessary assistance to other LPS employees in a professional manner</li> <li>other responsibilities, such as bookkeeping skills, (describe below):</li> </ol>	<table border="0"> <tr> <td>Exceeds</td> <td>Meets</td> <td>Improvement</td> <td>Does Not</td> </tr> <tr> <td>Expectations</td> <td>Expectations</td> <td>Needed</td> <td>Apply</td> </tr> <tr> <td>[ ]</td> <td>[ ]</td> <td>[ ]</td> <td>[ ]</td> </tr> </table> <p>Basis for conclusions:</p>	Exceeds	Meets	Improvement	Does Not	Expectations	Expectations	Needed	Apply	[ ]	[ ]	[ ]	[ ]
Exceeds	Meets	Improvement	Does Not										
Expectations	Expectations	Needed	Apply										
[ ]	[ ]	[ ]	[ ]										

**NOTES TO EVALUATOR:**

1. This Employee Performance Appraisal has value and meaning only when the employee's work is appraised honestly and conscientiously in relationship to the standards of high level performance above.
2. You are definitely encouraged to append to this appraisal form an additional narrative performance appraisal.
3. An *Exceeds Expectations* rating is intended to denote achievement of each of the standards for high level performance for the given performance area.
4. An overall *Improvement Needed* rating must be accompanied by a supportive statement on this form or by attachment. In the case of an overall *Improvement Needed* rating, a plan of support will be developed with the employee and evaluator in writing. A mentor may be assigned according to LSA contractual guidelines.
5. The comment area, entitled *Basis for Conclusions*, is to be utilized as an explanation to the employee for rating given. In particular, performance insufficiencies should be noted within, if corrected, would result in achievement of the high level performance standards.
6. If the employee does not agree with the evaluator's performance appraisal, he/she may submit their own rebuttal for inclusion in the personnel file.

Date of Last Appraisal: \_\_\_\_\_ Length of service with - Administrator: \_\_\_\_\_ School District: \_\_\_\_\_

**OVERALL EVALUATION:**

Exceeds Expectations                       Meets Expectations                       \*Improvement Needed

OTHER REMARKS:

<b>Employee's Signature:</b> (Indicates employee has read the evaluation)	<b>Date:</b>
<b>Administrator's Signature:</b>	<b>Date:</b>

\*PLAN OF SUPPORT STATEMENT ATTACHED

9 CC: Original – Personnel File, Copy – Employee, Administrator, LSA President

<b>PLAN OF SUPPORT</b>
------------------------

**GUIDLINES FOR PLAN OF SUPPORT:** (To be used by the evaluator in the event the employee receives an overall “*Improvement Needed*” rating.)

The evaluator must work with the employee to develop plans and suggestions for improvements as follows:

1. Record area(s) where improvement is needed.
2. Establish expected improvement performance level.
3. Develop specific objectives or plan of action to attain expected improvement. (May include assignment of LSA mentor.)
4. Establish a reasonable period of time in which to attain the desired improvement.
5. Establish schedule of periodic conferences to review progress toward attaining improvement objectives.
6. State what action may occur if those desired results are not achieved.
7. Provide these recommendations to the LSA President.

Signatures:

**Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee** \_\_\_\_\_ **Date** \_\_\_\_\_  
 (My signature only acknowledges that I have read my evaluation report.)

APPENDIX D—BENEFITS FOR THE VOLUNTARY  
SHORT TERM DISABILITY COVERAGE

**ELIGIBILITY**—All 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 E—DISTRICT PROVIDED  
LONG TERM DISABILITY COVERAGE

**ELIGIBILITY**—All 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 F—VISION PLAN HIGHLIGHTS

**Plan Year: September 1—August 31**

	Network Benefits	Out-of-Network Benefits
<b>Co-payment</b>	N/A	N/A
<b>Maximum Allowances:</b>		
<b>Exam</b> <i>(Once in a 12-month period from September 1 to August 31)</i>		
<b>Optometrist</b>	Paid in full	Reimbursed up to \$50
<b>Ophthalmologist</b>		
<b>Lenses</b> <i>(Once in a 12-month Period from September 1 to August 31)</i>		
<b>Single vision</b>	Paid in full	Reimbursed up to \$70
<b>Bifocal</b>	Paid in full	Reimbursed up to \$80
<b>Trifocal</b>	Paid in full	Reimbursed up to \$90
<b>Progressive</b>	Not covered, Discount available	No reimbursement
<b>Lenticular</b>	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>		
<b>Frames</b> <i>(Once in a period from September 1 to August 31)</i>	<ul style="list-style-type: none"> <li>•\$50 wholesale allowance-private practice providers</li> <li>•\$130 allowance-retail chain providers</li> </ul>	Reimbursed up to \$40
<b>Contact Lenses</b> <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
<b>Medically Necessary</b>	Covered in full	Reimbursed up to \$210
<b>Refractive Eye Surgery</b>	Members receive discount if services are rendered by a participating laser eye surgeon.	No benefit provided

## **LETTER OF UNDERSTANDING PROFESSIONAL GROWTH**

To support the concept of job skill training, for the life of the Master Agreement, the District will provide up to twelve (12) hours per year of training, after the workday, to all members at their regular rate of pay. Classes can include but will not be limited to current job requirements. Classes will be open to all members no matter what job he/she currently holds.

## **MEMORANDUM OF UNDERSTANDING ASSOCIATION DUES DEDUCTIONS**

The parties hereby acknowledge the following:

1. That Michigan Public Act 53 of 2012 requires the elimination of contract provisions dealing with pay deductions for union purposes from the parties' collective bargaining agreement, including those specifically highlighted in the attachment to this memorandum;
2. That the enforcement of that statute was enjoined by order of the United States District Court for the Eastern District of Michigan;
3. That the United States Court of Appeals for the Sixth Circuit has issued an Opinion which found that the injunction issued by the United States District Court for the Eastern District of Michigan precluding the enforcement of PA 53 was not properly granted; and
4. That the United States Court of Appeals for the Sixth Circuit has not yet issued an Order in conformance with its Opinion.

Therefore, the parties agree that the contract provisions dealing with pay deductions for union purposes in the parties' collective bargaining agreement shall remain in full force and effect subject to orders and decisions of courts or administrative agencies of competent jurisdiction.

**MEMORDNAUM OF UNDERSTANDING  
PA 349**

The parties hereby agree that, should a court or administrative agency of competent jurisdiction issue a decision that the PA 349 of 2012 is unconstitutional or otherwise not legally effective, then those related provisions deleted from Article II of our 2013-2016 Agreement shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.

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