

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN THE

LIVONIA PUBLIC SCHOOLS

AND THE

**LOCAL 118,
COUNCIL 25**

**AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO
(AFSCME)**

July 1, 2025 - June 30, 2028

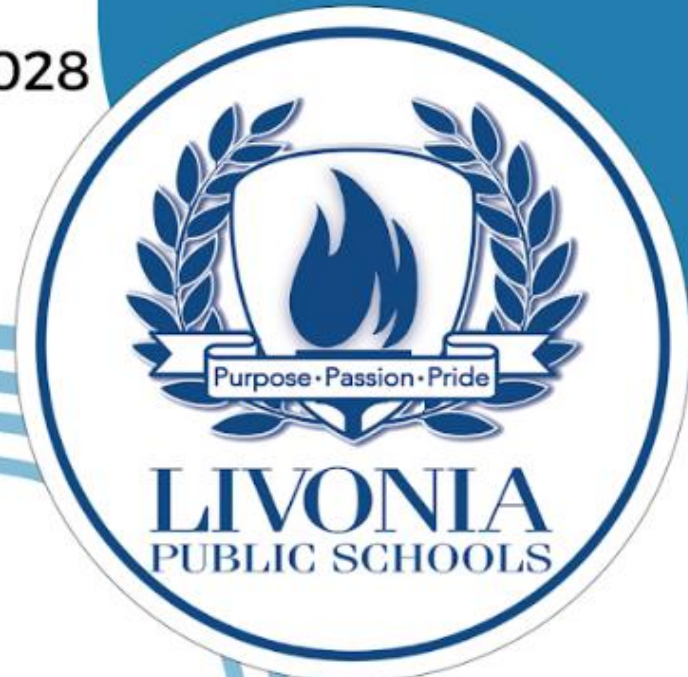


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**MASTER AGREEMENT
between the
LIVONIA PUBLIC SCHOOLS
and the
LOCAL 118, COUNCIL 25 AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO**

July 1, 2025, through June 30, 2028

PREAMBLE

This Agreement entered into by the Board of Education of the Livonia Public Schools, hereinafter referred to as the Employer, and Local 118, affiliated with Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees as listed in Article IX, Section 2, excluding noon aides; paraprofessionals at all levels, supervisors of transportation, maintenance, plant operations, lunch program, warehouse, bus garage, and their assistants; dispatchers; all head custodians and assistant head custodians; lunch program managers in middle and senior high schools; accounting and data processing employees; secretaries and office clerical employees; all certified personnel and employees working on a seasonal basis for ninety (90) days or less, and K-12 students working on instructional or special projects consistent with State and Federal laws in other Sections of this Agreement.

ARTICLE II - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining this Union.

ARTICLE III - 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 Public Schools 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 up- on 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.

- L. The Association and the District agree that for the duration of the contract, the Association will work with the District to utilize Gallup Poll information in a joint effort to get feedback on employee morale. There will be no identification of individual employees' responses. The Association reserves the right to withdraw from this agreement in the event there is significant member dissatisfaction with the process.

ARTICLE IV - REPRESENTATION

Section 1. The employees shall be represented by a Grievance Committee consisting of the Local Union President, Vice-President, a Committee person, and Area Steward and/or a Council or International representative beginning at the Director of Administrative Services (or Director of Business Services) level of the grievance procedure. The area stewards and the allocation of their areas of jurisdiction shall be in accordance with the following formula:

One steward for each area:

- A. Maintenance
- B. Warehouse
- C. Transportation

- D. High School (one in each school)
- E. Middle School (one in each school)
- F. Cafeteria (two -representing north and south portions of the district)

There shall be one (1) steward for each of the above areas and, in addition, the Committee person or Union President shall act as the area steward for any grievance arising among the employees in the elementary schools, and garage. The Committee person or President shall act as steward in the above areas during time when there is no steward.

It is expressly understood that Union stewards are working stewards and are at all times expected to fulfill their duties as employees of the District during their respective shift times. However, Union representatives shall be able to investigate labor/management problems within their jurisdiction provided they have secured permission from their immediate supervisor or Human Resources Director. It is understood that time used will not be abused by the Union nor will time be unnecessarily withheld by the employer.

Section 2.

- A. When necessary to process grievances under this Agreement, bargaining unit members involved shall have permission to attend meetings with the administration without loss of time or pay; such meetings to be by mutual agreement only. Union officials shall be able to meet with the grievant at least one-half (1/2) hour {not to exceed one (1) hour} prior to meeting with the administration.
- B. In Section 2-A above, permission must be first obtained by the bargaining unit employee's immediate supervisor with the understanding that no reasonable request will be denied.
- C. An employee may have Union representation at any meeting he or she has with the administration in which he or she is to receive any form of discipline. The employee may request the presence of a particular member of the grievance committee instead of the steward, if he or she so desires. This will, in no way, restrict the administration's right to discuss problems, indicate the need for improvement, or verbally reprimand an employee.
- D. Any bargaining unit employee who is required to attend a meeting in which parents or non-school district people are involved shall be accompanied by the immediate supervisor and/or an administrator.

Section 3. The members of all Union committees recognized by the District for purposes of collective bargaining shall have to be seniority employees with the Livonia Schools.

Section 4. The names of all local officers, stewards and committee persons shall be submitted in writing to the District by the Union upon election or appointment to a recognized committee.

Section 5. The District agrees to recognize a bargaining committee which shall be composed of no more than ten (10), based on the pre- sent composition of the bargaining unit, plus Council and/or Inter- national Union representatives.

Section 6. Upon mutual written agreement, the District agrees to meet in special meetings, through its representatives, with the Union bargaining committee, which may, at the Union's option, include Council and/or International representatives of the Union, to con- sider important matters covered by this Agreement. Such special meetings will be arranged at the mutual convenience of the parties, provided that the party requesting the meeting submits an agenda with the request setting forth the matters of importance to be taken up. The meeting shall be confined to consideration of items on the agenda.

Section 7. During overtime periods where three (3) or more employees are scheduled to work, but in which a steward is not working, the President of the Local may designate one (1) of the working employees as temporary steward for the overtime period. In such cases, verbal notification to the appropriate school authority shall be sufficient.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

Section 2. Time Limits

All specified time limits herein shall consist only of workdays within that group classification, unless otherwise indicated. The time limits specified in this Article shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the Union fails to properly process a grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the School District's last answer. In the event the School District shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be automatically appealed to the next step.

Section 3. Written Grievance

The written grievance shall be on a form provided by the School District and shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of this 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 (1) employee or a group of employees, the grievance may be signed by only one (1) of the grieved employees, as long as a list of the other involved employees is attached. This list is to inform the District the extent of liability involved in this grievance.

Section 4. Discussion with Immediate Supervisor

STEP ONE

Within five (5) days after the employee knows of the occurrence of the alleged violation, or if the alleged violation was not known by the employee, then in no event later than thirty (30) days after the occurrence, the employee who may have a grievance shall first contact his/her immediate supervisor and discuss the grievance. The answer to the discussion shall be given to the employee in writing by the immediate supervisor on a form supplied by the employer, if requested.

Written Grievance to Line Supervisor or His/Her Designee

If the employee is not satisfied after the discussion with his/her immediate supervisor, then within fifteen (15) days after this discussion, he/she shall, in the company of his/her steward, go to his/her line supervisor and present his/her grievance in writing. A Union steward and/or member of the grievance committee shall be present at this meeting with the line supervisor concerning the complaint. The line supervisor shall give his/her written answer to the employee within five (5) days of the meeting.

Section 5. Directors of Administrative and Business Services

STEP TWO

If the answer to the grievance from the first step is not satisfactory to the Union, or if no answer was given within the time limit, the Union shall present the grievance to the Directors of Administrative or Business Services. The written grievance must be received by the Directors of Administrative or Business Services within five (5) days after the answer is given or is due by the line supervisor.

The Directors of Administrative or Business Services, or other representative of the District, shall meet with the

grievance committee on the grievance within seven (7) days after receiving the written grievance. The Directors of Administrative or Business Services, or other representative of the District, shall submit his/her written answer to the local Union President and committee person within ten (10) days of the grievance meeting.

Section 6. Superintendent for the Board

STEP THREE

If the employee and the Union are not satisfied with the Step Two answer, or if no answer was given within the time limit, they shall present the grievance to the Superintendent or his designee. The grievance must be received by the Superintendent's office within five (5) days after receipt by the local Union President, or committee person, of the Step Two answer, and must be on a form provided by the School District, and may state the Union's position on why it disagrees with the Step Two answer. Grievances presented to the Superintendent or his designee will be signed by both the employee involved and the local Union President, or Vice President, or committee person.

The Superintendent or his designee shall meet with the aggrieved and/or representative of the Union within seven (7) days of the receipt of the grievance and shall give a written answer to the local Union President, or committee person, and the employee within seven (7) days of this meeting. The response of the Superintendent or his designee shall be considered as the response of the Board of Education.

Section 7. Arbitration

STEP FOUR

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted to arbitration provided written notice for submission to arbitration is received by the Superintendent's office within ten (10) days after the receipt by the Union of the decision under Step Three. The submission shall contain a statement of the issues to be arbitrated and references to the specific Article or Section allegedly violated, and shall be signed by the local Union President and the employee involved.

Following the written notice of submission to arbitration, the Union and a representative of the District shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached, the Union shall, within thirty (30) days after receipt by the Superintendent's office of the request to arbitrate, file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

Section 8. Arbitration Rules

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited by this Agreement, after due investigation, to make a decision in cases of alleged violation of the specific Article and Section of his Agreement.

- A. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He shall have no power to establish salary structures or change any salary.
- C. In rendering decisions, the arbitrator shall give due regard to the responsibility of management as conditioned by this Agreement.
- D. 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 rendering a decision on the merits of the

grievance. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- E. There shall be no appeal from an arbitrator's decision within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the District. The Union shall discourage any attempt of its members and shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an arbitrator.
- F. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- G. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have earned from other sources during the back pay period. No decision in any case shall require a retroactive wage adjustment in any other case, unless, by mutual agreement, the other was held pending the outcome of the representative case.

ARTICLE VI - SUSPENSION AND DISCHARGE

Section 1. The School District shall, within one (1) working day of twenty-four (24) hours, notify the Union in writing that an employee has been discharged or suspended. Upon receipt of the letter by the Union, the following procedure shall apply:

The first step of Article VI, Section 2, of the grievance procedure shall be bypassed and the Union shall, within ten (10) days after receipt of the letter, file a written grievance at Step Three of the grievance procedure. Procedures shall apply from Step Three onward.

Section 2. If the discharge grievance is submitted to Arbitration, the Arbitration process shall be expedited and processed as soon as possible.

Section 3. The District will not discharge or suspend any seniority employee without just cause and will use a progressive discipline procedure which includes warning(s), suspension(s), and discharge. This will not prevent the District from taking immediate action for unusual or severe circumstances.

Section 4. Any employee not notified of suspension or discharge personally shall be notified otherwise by certified mail.

ARTICLE VII - SENIORITY

Section 1. New employees hired in the unit (other than newly-hired cooks and newly-hired bus drivers who are probationary for sixty (60) working days) shall be considered as probationary employees for the first three (3) months of their employment. Probationary employees shall not receive or accrue benefits for the first sixty (60) days of their employment. If questions arise during the probationary period as to the suitability of an employee, the District may, at its option, extend the probationary period up to three (3) additional months.

Employees successfully completing the probationary period shall be entered on the seniority list of the unit and shall rank for seniority from the first day of employment. When more than one (1) employee is hired on the same date, seniority is determined by alphabetical sequence according to surname (A-Z) at time of hire.

While the Union shall represent probationary employees for the purpose of collective bargaining in respect to rate of pay, wages, and hours of employment, it is agreed that the District shall have the right to discipline, discharge, or lay off probationary employees and no grievance shall arise therefrom.

Section 2. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the District from his/her last permanent hiring date. For the purpose of the Agreement, classification seniority or departmental seniority shall be defined as the employee's date of entry into any given classification or department as shown on the employer's employment records. Upon transfer to another department the employee's departmental seniority shall become frozen as of the date of the change to the other department and retained by employee. The District or departmental seniority of an employee shall not be reduced as a means of disciplining an employee. A district-wide and/or departmental seniority list shall be furnished to the Union each October and reissued upon reasonable request.

Section 2-a. No changes or adjustments to the seniority list will be made without the mutual agreement of the parties. Such agreements shall be reduced to writing and appended to the master seniority list.

Section 2-b. For the purpose of this Agreement, any employees who have been, or will be, absorbed by the District through any annexation or reorganization shall have the following provisions apply:

- A. No seniority accumulated in the annexed system shall apply on any promotions in the Livonia School District. The seniority of annexed employees shall show annexation date with the employee's original District seniority in parentheses.
- B. For calculating fringe benefits and wages, the seniority from the annexed system shall apply.

Section 3. Loss of Seniority

An employee's employment shall be terminated and his/her seniority shall cease upon:

- A. Voluntary quit
- B. Discharge
- C. Unexcused absence from work for three (3) consecutive working days without notifying the District and without having a reasonable and valid cause for such absence.
- D. Failure to return to work upon recall within three (3) working days after having been notified to report for work unless the employee gives a reason satisfactory to the District. Such notification shall be by telegram or certified mail, addressed to such employee at his/her last address as filed with the District. It shall be the responsibility of each employee to have his/her correct address on file with the District.
- E. Involuntary layoff of more than the length of the employee's total seniority at the time of layoff or two (2) years, whichever is less.
- F. Failure to return to work at the end of the authorized period of a leave of absence.
- G. Being gainfully employed while on leave of absence.

Section 4. Protected Seniority

Preferential seniority against layoffs, only shall be granted to all members of the recognized grievance committees, (President, Vice President, Chief Steward) and to the Area Stewards who handle grievances, provided that any employee so retained is qualified to perform the work of the job which is available.

Section 5. Transfers or Promotions Out of the Bargaining Unit

- A. If an employee is permanently transferred or promoted to a position under the employer not included in the bargaining unit, he/she shall be given a trial period of up to thirty (30) calendar days during which

time he/she shall be entitled to transfer back to his/her former job and location. His/her seniority will continue to accumulate during this time.

- B. In the event the employee remains on the job beyond the trial period, his/her accumulated seniority on his/her former job will be frozen as of the date of transfer.
- C. In the event he/she returns to the bargaining unit after the thirty (30) day trial period, he/she shall be reinstated in the same group classification, bumping the least senior employee within the bargaining unit that his/her accumulated frozen seniority entitles him/her. However, no former frozen seniority shall be used for promotional or transfer purposes for a three (3) year period. Following this period, the employee shall have the use of his/her full bargaining unit seniority.

Section 6. A seniority employee transferring to another department shall not exercise seniority gained in the previous department for promotional or upgrading purposes. Seniority gained within a department only shall be considered for promotional or upgrading purposes. After three (3) months in the new department, if all requirements have been met, the employee's seniority in the department shall be from the date of transfer. Departments shall be defined as follows: transportation, maintenance, warehouse, food service, custodial and garage.

Section 7. Individuals working less than twelve (12) months for full time shall, on being transferred, promoted, or bumped to a full-time, twelve (12) month position, have their seniority determined by totaling all hours worked and then dividing by 2080 hours to determine the actual seniority (full-time) of that employee.

ARTICLE VIII - LAYOFF AND RECALL

Section 1. Reductions in the work force shall be effected through the following procedures:

All probationary employees shall be laid off on a district-wide basis. Exceptions to this must be discussed with the Union prior to any action being taken.

The necessary number of least seniority employees shall be removed from the affected classifications.

Section 2. For the purpose of Section 1 concerning the order of classification, the following is a list of positions by high to low rank. Bus drivers and food service classifications are exempt from the bumping procedures and are considered separate departments.

Leader Classification

Mechanical Services Leader
Garage/Mechanic Leader
Building Services Leader
Warehouse Leader
Grounds Leader
Roofer Leader
Printing Leader
I.T. Technician Leader

Master Classification*

Master Electrician
HVAC Technician**
Master Plumber
Master Mechanic***
Master Building Services
I.T. Technician****
Trade* (mason, roofer, bldg. service)

Class I

Garage Mechanic

Utilities Class I

Journeyman Electrician

Roofer (A)

Journeyman Mason

Journeyman Bldg. Services

HVAC Technician*****

Trade (Carpentry [Rough & Finish] Tile, Ceilings, Windows, and all other related departmental responsibility.)

Journeyman Plumber

Class II

Apprentice

Class III

Apprentice

Medium Equip. Operator

Semi-Skilled

Roofer (B)

Materials Production Technician

Warehouse Person

Graphics Technician

Class IV

Apprentice

Utility Person

Mechanic Helper

Shipping & Receiving

Class V

Mechanical Equipment

Operator, High School

IMC Processor

Class VII

Bus Driver

Substitute Bus Driver

Class VI

Custodian

Class VII

High School Kitchen Manager

Middle School Kitchen Manager

Assistant Kitchen Manager

Elementary Kitchen Manager

General Helper

(Requirement to qualify for Master Class to be licensed/certified in the trade of specialty.)

* Contractor's License and demonstrated skills in all areas of Building Services (This applies for bldg. service, masons, and roofers.)

** Low Pressure Boiler Operator License
Reclaim Certification (Air Conditioning Refrigerants)
Mechanical Contractors License

*** Automotive Service Excel Certification

- a) Medium/heavy duty truck
- b) School bus

**** Two-year degree (or approved by the Director(s) of Human Resources) plus either an A+ or Apple certification

***** HVAC Technician (boiler/heating/air conditioning)

For the purposes of layoff as stated in Article IX, Section 3,

- A. Per the Agreement between the District and Local 118, the classification of Master Class and Class I will be considered the same classification.
- B. It is understood that for job positions outlined in Article IX and Appendix B (Master Classification), management will have the ability to cross train employees in the Master Classification where it is feasible and deemed a benefit to the School District.

It is also understood that those employees who currently do not qualify for the Master Class wage scale have the ability to do so if they meet the requirements outlined in the contract for the Master Class.

Section 3. Layoff Procedures

- A. In accordance with Section 1, paragraph B, the classifications where reductions are made will be identified. The employees in those classifications who have the least seniority in that classification will be declared surplus.
- B. For the purpose of layoff as stated in Article IX, Section 3, of the Agreement between the District and Local 118, the classification of Master Class and Class I will be considered the same classification.
- C. Any person in the Leader Classification, Master Classification/Class I, or Class II through VI declared surplus will be able to bump into a lower classification if they are qualified and have more seniority than a person in the lower classification.
- D. The administration will attempt to place the surplus employee at the highest open level possible where his/her seniority and qualifications allow him/her to immediately perform the job. The administration's determination is final and non-grievable. (An exception to the above: If the employee previously held a position at a lower level and his/her seniority allows him/her to bump into that level, he/she will be placed in that level.) If there are no openings, paragraph B above applies. The employees displaced will be redlined at their old rate of pay.
- E. The District will discuss the placement of any individual involved in the bumping procedure who is placed in a position which is three levels or more below his/her original level providing there were individuals in the higher levels who had less seniority than the person bumped.
- F. Seniority gained at the higher level will accumulate in descending order at any level where the employee has previously held a job. His/her total District seniority will thus accumulate at the entry of the individual.
- G. Any employee facing layoff because of a normal cutback or lack of funds shall be given fourteen (14) calendar days' notice. Temporary adjustments (Section 5) shall be the exception.
- H. Employees who have been bumped from higher classifications and are currently in a lower classification shall be returned to former classifications if and when vacancies occur. If vacancies occur in higher classifications than the one previously held, and they properly apply for these vacancies, displaced employees will be screened before other applicants.

- I. An employee who has bumping rights, as set forth in B. above shall have the right to exercise the bump or to accept the layoff until recalled under Section 4.

Section 4. Recall

Employees who are on layoff because of cutbacks shall be re-called in inverse order of layoff. Employees shall stay on the recall list for the length of the contract or five (5) years, whichever is greater. The most senior employee shall be recalled to the first opening in the classification from which he/she was laid off or a lower classification for which he/she can perform the work without a trial period. Recall will be by written certified mail, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report to work within fourteen (14) working days after the date of delivery, or proof of non-delivery. Employees on layoff shall be notified of new entrance level vacancies so they may apply before new hires.

Section 5. Temporary Adjustments

Temporary adjustment of the work force due to such things as emergencies, breakdown of equipment, fire, flood, power failure, labor dispute, civil disorder, and conditions beyond the control of the employer may be made without application to the above provisions. If such a temporary adjustment continues for more than five (5) working days, the Union may request the employer to adjust the working force according to the above Sections, and the employer will do so within five (5) days thereafter. During the temporary adjustment period, no loss of time shall occur unless the emergency lasts more than one (1) day.

- Redlining means that the individual will be held at his/her old rate of pay while working in a position that is posted at a lesser rate of pay until the rate of pay for that position equals or surpasses his/her old rate of pay. He/she will not receive raises or increments, however, he/she will not lose money during the transition period.

Section 6. Where Livonia Public Schools has leased buildings to outside tenants and that agreement includes furnishing custodial and maintenance services which are performed by Local 118 bargaining unit employees, it is understood that in the event of a labor dispute, Local 118 and the Livonia Public Schools would meet to work out methods to insure non-interruption of services to those buildings.

It is also understood that this Agreement is effective only for those buildings occupied by non-Livonia Public School tenants.

ARTICLE IX - FILLING VACANCIES AND NEW POSITIONS

Section 1.

- A. A vacancy that is to be filled will be posted immediately or the determination to not fill that vacancy will be made within five (5) working days. Otherwise, all vacancies or new bargaining unit positions will be posted immediately with complete information relating to the job, including the following (if known) job title, classification, shift, location, the approximate number of hours required, and prerequisite qualifications to perform the job. Postings shall be for at least five (5) working days. Employees seeking posted vacancies shall apply using the online application system.
- B. Promotional or new job vacancies shall be filled by the person who is most qualified based on training, experience, ability, and seniority (most years of service). New hires cannot be started beyond step five (5), except in positions of shortage and/or critical need as determined by the Superintendent or his/her designee.
- C. Employees submitting applications for promotional positions, who are judged not qualified shall be given the reasons in a conference with the Union representative, if requested.

- D. The successful bidder shall fill the job within twenty (20) calendar days after the date of the closing of the bid.
- E. The employee selected for the position shall be subject to a trial period of up to thirty (30) days to demonstrate his/her ability to satisfactorily perform the duties of the job. Should the applicant be deemed unsatisfactory during the trial period, he/she shall be returned to his/her former job classification and the job shall be re-posted. No outside hiring shall be done if there are qualified applicants from within the bar- gaining unit in accordance with (B) above.
- F. In the event that the performance of the senior person who is given the trial period is deemed unsatisfactory by the employer, reasons for the action shall be given to the employee and the Union, in writing, at the time the action is taken.
- G. Lateral transfers within classification will be granted (unless denied for cause) based on seniority from among those making the request. Employees desiring a lateral transfer will fill out a form in triplicate, filing one (1) copy with the Business Office and one (1) with the Union. Lateral transfers will be honored before vacancies are filled by promotion, new hire, or employee requested moves. Successful lateral transfers will be limited to one (1) each six (6) months. A refusal of a lateral transfer shall be for cause and put in writing, if requested.
- H. Choice of Shifts: Shift preference requests shall be permitted within each classification for transfer to a vacancy, in order of seniority among those making the request. Shift preference may only be exercised once every six (6) months. Employees desiring a change of shift shall fill out a form in triplicate, filing one (1) copy with the Administrative or Business Services Office and one (1) copy with the Union secretary. Employees desiring to have a transfer in location may file a written request with the Administrative Services or Business Office. If a request is denied, reasons for denial will be stated in writing, if requested.

Section 2. If an employee is temporarily placed in a lower classification within the bargaining unit than that which he/she is regularly assigned, no reduction in pay will occur. If an employee is temporarily placed in a higher classification than that in which he/ she is regularly assigned, the affected employee shall be paid at step one (1) of the higher classification or to the next greater wage in that classification if step one (1) is lower than the employee's current wage. Employees temporarily transferred to positions outside the bargaining unit will receive the rate of pay on Step I of the classification. Temporary transfers within the bargaining unit shall be limited to thirty (30) days duration, unless filling in for a sick leave. In any event, for that purpose, no more than a ninety (90) day period.

Section 3. It is agreed by the District and AFSCME Local 118 that promotional positions and/or positions that require specific knowledge and skills that are vacant due to an extended sickness or personal leave of greater than 45 calendar days in length shall be posted in accordance with Article X, Sections 1, A and B.

ARTICLE X - WORK PROVISIONS

The parties recognize that the decision of whether to contract with a third party for one (1) or more non-instructional support services; or the procedures for obtaining the contract; or the identity of the third parties; or the impact on the contract on individual employees on the bargaining unit are prohibited subjects of bargaining between the District and the Union and are within the sole authority of the employer to decide. The employer agrees that any work presently performed exclusively by the bargaining unit employees will not be moved outside the bargaining unit without direct input and review with the union. Before any employee who customarily performs the work in question is laid off as a result of work being performed by any outside contractor, the employer shall attempt to assist the seniority employee in accordance with collective bargaining agreements and the law. The foregoing shall not affect the right of the district to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty work which a vendor must perform to prove out equipment. See Letter of Intent.

ARTICLE XI - HOURS, OVERTIME PAY, AND PREMIUM PAY

Section 1. The District retains the right to schedule the work hours of employees according to the needs of the school system. Moreover, nothing contained in this Article shall be construed as a guarantee of hours worked per day or per week. However, before a general change is made in the hours of any group of employees, the District will discuss the anticipated change in advance with the Union. The workday shall commence with the start of the first shift and shall consist of three (3) shifts as required in twenty-four (24) hours. The first shift shall not begin before 5:00 a.m. The second shift shall not begin before 2:00 p.m. Except that the 11:00 a.m. to 7:30 p.m. shift is designated as a second shift. This designated p.m. shift shall not begin before 9:00 a.m. The third shift shall not begin before 10:00 p.m. Any shift extending four (4) or more hours into a high premium shift will be paid at the higher rate. Normally, the work week shall begin with the first shift Monday; however, as long as there are twelve (12) or fewer people working the third shift, the work week will be considered to begin with the third shift on Sunday.

Section 1-a. Employees assigned to work a five (5) day a week shift at other than the normal Monday to Friday time will be paid an additional fifteen cents (\$.15) per hour shift premium for all hours worked on such a shift. However, it is agreed that no more than fifteen percent (15%) of the employees in any given department will be assigned to such a shift, except by mutual agreement of the Union. In applying the above percentage, all fractions will be rounded upward to the next whole number. Vacancies on this shift will be posted district-wide, unless a specific classification is assigned.

Section 2. A regular shift shall be eight (8) hours (except transportation department and lunch program), with a break not to exceed fifteen (15) minutes in the first half and last half of the shift.

Section 3. Each shift shall be operated on a regularly scheduled basis, not to exceed eight (8) working hours (excluding the thirty (30) minute lunch hour and scheduled overtime), and on a continuous basis.

Section 4. There shall be no split shifts for twelve (12) month employees, and in case of emergency work, before a regular shift, employees shall have the option of completing their regular shift hours. Minimum call-in for emergency situations shall be three (3) hours. Minimum call-in for maintenance and custodial staff shall be two (2) hours for the duration of this contract only if the SEALS bargaining unit implements this same practice for the 2010-11 school year.

Section 5.

- A. All work performed in excess of forty (40) hours in the work week, all work performed in excess of eight (8) hours a day, and any time worked on Saturday will be paid at the rate of time and one-half.
- B. Double time will be paid on all hours worked on Sunday and holidays except the time between 10 p.m. and Midnight Sunday if the employee is regularly assigned those hours on the Midnight shift, excluding building check.

Section 6. For those employees whose work assignment normally involves working on a Saturday or Sunday, overtime shall be paid at time and one-half for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week, except in circumstances listed as follows:

- A. The work week of seven (7) days shall commence on the first day that the employee normally reports to work.
- B. Time and one-half will be paid for hours worked on the sixth day and double time for the seventh day worked in the work week. (Except that the Tuesday through Saturday shift will receive double time on Sunday and time and one-half on Monday).

Section 7. Overtime pay shall not be pyramided.

Section 8. Employees working over eight (8) hours per day or forty (40) hours per week shall be required to have been on excused leave to qualify for overtime. Such excused leave shall be considered the same as worked time.

Section 9. Scheduled or emergency bargaining unit overtime will be divided as equally as possible among the employees working in the unit or building or department as provided herein. The low hour employee has first call and refusal or absence shall be considered the same as worked time.

Section 10. An overtime and extra hour list shall be kept up to date and posted in all buildings, units, and departments by the supervisors. Employees working normally in two buildings (4 & 4) will be charged on both lists when working overtime.

Section 11.

- A. All departmental overtime within the bargaining unit shall be divided into two categories:
 - 1. Regular scheduled overtime that is known in advance.
Examples: Approved building usage, adult education, driver training, holiday building checks, craft shows/ fundraisers/athletics, etc. Weekend overtime will be posted by Wednesday.
 - 2. Emergency overtime.
Examples: Snow removal, mechanical problems, vandalism.
- B. The overtime listed as (1) and (2) shall be covered by use of the "Overtime Chart" and shall be offered to each employee in low hours. All overtime (1 and 2) shall be listed on the "Overtime Chart." Any adjustments shall be made by giving the low hour person or persons first assignment on overtime as much as possible until he/she comes to the average level of hours. All overtime (1 and 2) that is passed (refused) by an employee shall be charged on the "Overtime Chart." Overtime that is missed by an employee who has suffered injury on the job will not be charged against him/her on the "Overtime Chart" for one (1) calendar year. Upon his/her return, efforts will be made to adjust this loss by giving him/ her the first assignment on overtime as much as possible. All bargaining unit overtime shall be offered to bargaining unit employees.
- C. When overtime is allowed for positions which require specific knowledge or qualifications, the low hour employees who are not qualified to perform this work may be bypassed. However, the overtime will be charged to the individuals performing this work and they will not be eligible for routine overtime until the hours have been equalized among the other members of the unit in that building or department. At the beginning of each fiscal year, to equalize overtime hours for the next year, the low overtime hour person shall be brought back to "zero" hours and each other person, including leaders, in the classification or department shall be charged with all hours over the low overtime hour person.

Section 12.

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

Employees will be required to report for their regular scheduled shift on all other days on which the administration closes one or more schools. In some instance, employees will be permitted to report on a delayed start, or not be required to report at all, at the discretion of the district. No loss of pay shall occur in such cases.

- B. Employees who are not required to report are either on call or on stand-by for the duration of their shift.
- C. Employees who work in leased buildings will be governed by the schedule of the tenants of those buildings when the inclement weather provision applies.

Section 13.

- A. It is understood that work assignments are made based on immediate needs of the building and department, within the larger context of the needs of the children and community being served. Employees in all classifications will be required to perform some work which is identical to, or overlaps, the work of other classifications within the bargaining unit. Employees are expected to perform these duties within their regularly assigned work shift that are required to meet the needs of the School District on a reasonable basis.
- B. It is understood for the life of this Agreement that custodial personnel will perform painting duties and grounds work as assigned by their supervisors to maintain reasonable standards within their building.
- C. As a result of A and B above, the current grounds and painting positions will not be affected unless there is a general layoff.

ARTICLE XII - PHYSICAL AND X-RAY EXAMINATIONS

Section 1.

- A. The employer will pay the cost of the physical examination required for initial employment. Chest x-rays and/or tuberculin tests shall be required tri-annually and the District shall make every effort to provide such chest x-ray and/or tuberculin test at a free clinic. Food service workers who cannot take the tuberculin skin test shall be sent to a District clinic for x-rays at the expense of the District.
- B. The District will pay the cost of physical examinations needed for changes in classification that require a physical examination, and for the required transportation physical examination. The employee shall have completed the required physical examination on or before the expiration date or he/she will incur the cost.
- C. The District will pay the total cost of any physical examinations specifically requested by management for the continued employment of the employee.
- D. These examinations will be performed by a qualified physician designated by the District.

Section 2. Challenge of Examination Report

In the event the report of the employee's attending or examining physician is challenged by the school administration, or if the Union challenges the report of a District doctor's examination, then the following procedure shall be followed.

- A. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.
- B. If the reports of the two examining physicians are in disagreement or conflict, the respective grievance committee shall meet and endeavor to reconcile the difference.
- C. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost of the District and the Union by an appropriate specialist in the area of controversy for final determination in the matter which shall be binding on the parties.

Section 3. Drug and Alcohol Testing

For All Employees:

- a. The Board of Education, based on reasonable suspicion that an employee's job performance is adversely affected by drug and/or alcohol usage will with the consent of the employee, notify the Union of its concerns orally, (with written follow up) and of the circumstances/conditions that support the reasonable suspicion. The District will work cooperatively with the Union (if notified), and the employee, to solve problems which might be identified.

The employee may be required by the District to submit to a drug/alcohol assessment, including but not limited to testing, conducted by a certified practitioner of the District's choice. Should such assessment be negative, no further action would be necessary unless reasonable suspicion is again demonstrated. Should such an assessment be positive, the employee will agree to participate in a treatment program, if recommended by medical or other qualified personnel. Nothing in this section shall affect the District's ability to act un Board of Education policy, GAMA, Alcohol and Drug Abuse.

- b. Omnibus Transportation Workers Testing Act of 1991

The drug and alcohol testing program has been established to comply with the provisions of the Omnibus Transportation Workers Testing Act of 1991 and the regulations promulgated under the Act. The policies and procedures of the Livonia Public Schools program is contained in the booklet Livonia Public Schools School District Policy Under the Omnibus Transportation Workers Testing Act of 1991, First Edition, January 1995.

Section 4. Employee Assistance Program

The Livonia Public Schools School District endorses the concept and implementation of an Employee Assistance Program (EAP).

Employees and their family members who are experiencing personal problems are encouraged to voluntarily seek assistance through the Employee Assistance Program.

The EAP committee is made up of officials from all unions as well as administration. EAP committee members can direct interested individuals to counseling centers which are familiar with the district's insurance coverage. EAP brochures offering a brief outline of the program are available at work locations and union offices.

This program will not supersede or interfere with administrative practices or procedures, employee agreements, or work rules.

ARTICLE XIII - HOLIDAYS

Section 1. Holidays for Twelve (12) Month Employees

Twelve (12) month, full-time employees are entitled to the following recognized paid holidays or days legally recognized as such, providing that the employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday, except if the employee is on sick leave drawing sick days as provided in Article XVIII, Section 1, emergency leave, or vacation (not including personal business day or days) and presents documentation satisfactory to the Human Resource Department that employee was legitimately on the above mentioned leave for the above days not worked, then said employee shall receive pay for the holiday.

Labor Day
Wednesday before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving

Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day*

Three (3) additional days with pay will be granted in each of the contract school years. These days are intended to give as many employees as possible a full week off at Christmas time. It is understood, however, that during the three (3) days at Christmas, each high school will have two (2) individuals; each middle school one (1) individual working. The personnel working at this time will take their three (3) "off" days when school is not in session. These Christmas assignments will be taken by volunteers. If there are not a sufficient number of volunteers, positions will be picked by low seniority at the building, department or classification needed. It will be possible for more than the indicated number of employees to take "off" days at Easter instead of Christmas with the permission of the immediate supervisor and the Human Resources Office.

Section 2. Holidays for Ten (10) Month Employees

Ten (10) month, full time employees are entitled to the following recognized paid holidays, or days legally recognized as such, provided these days are not scheduled as school days, and that the employee has worked the last scheduled working day prior to and the next scheduled working day after such holiday, except if the employee is on sick leave drawing sick days as provided in Article XVIII, Section 1, emergency leave or vacation (not including personal business day/days), and presents documentation satisfactory to the Human Resource Department that employee was legitimately on the above mentioned leave for the above days not worked, then said employee shall receive pay for the holiday(s):

Labor Day
Wednesday before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day*

* When at work and meeting the following requirements: the last scheduled working day prior to the holiday will be determined by the department supervisor and occurs within the five (5) business days prior to the holiday.

Section 3. Official Religious Holidays

For official religious holidays other than those listed above, employees may use personal business days or vacation days. Employees will be paid for any holiday when they work the day before and the day after that holiday.

ARTICLE XIV - VACATIONS

Section 1. Vacations for Twelve (12) Month Employees

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

Completion of service to the District:

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

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

1. Vacations are to be taken during the time school is not in session, except when workloads are such that vacations have to be scheduled around peak work periods.

Any emergency deviation from this policy shall have to be approved by the employee's immediate supervisor and the Director(s) of Human Resources, or his/her representative.

2. It is understood that the District does not provide substitutes for vacationing employees. Custodial employees requesting vacations during the school year must have the agreement of the Operations Supervisor and the building head custodian and are limited to a maximum of five (5) days per year while school is in session.

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

D. No employee will be granted pay in lieu of vacations except when, in the opinion of the Director(s) of Human Resources, it is to the best interest of the School District.

E. An employee will receive his/her vacation pay before leaving on vacation if he/she gives the Payroll Department two(2) weeks' notice in writing.

F. Where conflicting requests for vacations are made in the same building or department, seniority shall be the determining factor.

G. Effective July 1, 2019, the following cap on vacation accumulation for retirement purposes shall apply. The District shall determine vacation time accumulation as of the end of the 2018-2019 school year. Employees with over 50 days earned will have that accumulation capped for the purposes of retirement payouts. Employees with less than 50 days banked, and all new employees, can accumulate vacation days for the purpose or retirement payment up to 50 days.

Section 2. Vacations

The District will continue its practice of prorating vacations for those employees who terminate their employment during the vacation year. Said prorating shall be based on the following formula:

$$\frac{\text{No. of months worked}^*}{12} = \% \text{ of vacation allowed}$$

In addition, the District will continue its practice of crediting vacation days to those employees who are on sick leave drawing from their accumulated sick days on a prorated basis, month by month. Vacations will not continue to be accrued when an employee ceases drawing sick leave, or while an employee is off on a maternity leave, a military leave, a leave for Union office, on extended health leave (except while drawing paid sick leave), or a personal leave. ** Vacation days may be added to the end of sick leave when sick bank is exhausted.

* An employee who works until the fifteenth of the month or after will get credit for a full month. An employee who is terminated before the fifteenth of the month will not be credited with that month.

** Employees going on such leave status before the fifteenth of the month will not be credited with that month while those going on or after the fifteenth will be credited with that month.

Section 3. Vacation for Less Than Twelve (12) Month Employees

The vacation computation for less than 12-month employees shall be made as of July 1 of the current year according to the following schedule. Years of service must be completed by September 1 of the current year.

Completion of Service to the District

1 through 12 months.....	1 day per each month worked
1 through 4 years of service...	10.50 days
5 years of service.....	11.50 days
6 years of service.....	12.50 days
7 years of service.....	13.50 days
10 years of service/over.....	17.50 days

- A. These days will be paid days and not taken as time off work. Days will be paid during periods when the employee is not normally scheduled to work. Examples would be winter break, mid-winter break, spring break, in-service days, and workdays. Legal holidays falling within the vacation period shall not be counted as vacation days. Unused vacation credit shall be paid at the end of the school year. Paid vacation shall be considered time worked. Days will be prorated for anyone who does not work a full year.
- B. Employees who work beyond the regular school year will receive vacation credit for each four (4) weeks worked.
- C. The Union and management agree to meet and discuss the process of how vacation days are allocated to bus drivers as it relates to their number of years of service.
- D. Beginning with the 2003-04 school year, all vacation accruals will be based upon the district seniority date for drivers.
- E. Effective, July 1, 2019, the following cap on vacation accumulation for retirement purposes shall apply. The District shall determine vacation time accumulation as of the end of the 2018-19 school year. Employees with over 50 days earned will have that accumulation capped for the purposes of retirement payouts. Employees with less than 50 days banked, and all new employees, can accumulate vacation days for the purpose of the retirement payout up to 50 days.

ARTICLE XV - INSURANCE

Section A. Pursuant to the authority set forth in the Michigan School Laws, the District agrees to contribute for each employee who requests such protection by filing the proper authorization form, the payment of premiums in the amounts hereinafter prescribed. The medical coverage provided shall be the employee's choice of plans mutually agreed upon between the Association and the District.

The District will contribute to health insurance premiums the maximum allowed by Michigan law under 2011 PA 152, as amended (the "hard cap"). The District contribution will be prorated for any employee who is benefit eligible for less than a full school year.

Employees working at least 30 hours a week are eligible for full family health insurance benefits and the full family District contribution to health insurance premiums as allowed by Michigan law under 2011 PA 152, as amended (the "hard cap"). Employees working at least 20 hours a week up to but less than 30 hours per week are eligible for single health insurance benefits and the single coverage District contribution to health insurance premiums as allowed by Michigan law under 2011 PA 152, as amended (the "hard cap"). Employees working less than 20 hours a week are not eligible for the District provided health insurance. Any additional health insurance premium above the District's contribution as listed above will be borne by the employee.

For medical benefit eligible employees not electing medical coverage, a cash in lieu of medical benefit payment of \$208.33 will be paid for each full month in the period from July 1 to June 30 in which the employee did not elect medical coverage. This amount, less applicable deductions, will be paid on the first pay date in June of the school year unless otherwise mutually agreed upon between the Association and the District. The employee shall not be eligible for this payment in any month in which he or she is covered on the health insurance provided through the school District as a spouse or dependent of another employee of the school District.

Section B. It shall be the responsibility of the employee to file the appropriate form including authorization for payroll deduction for any additional optional premium with the insurance office prior to the close of the annual open enrollment period, to be a minimum of two weeks.

Section C. The District shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period, commencing July 1 and ending June 30. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Section D. Employee contributions to the health savings account will be available via payroll deduction.

Section E. Life Insurance

The District shall contribute full premiums to provide \$40,000 term life insurance with \$40,000 AD&D for the term of this contract. Dependent life insurance shall be provided for the spouse in the amount of \$5,000 and \$2,500 for each dependent child (through the end of the month in which the dependent turns 26).

Section F. Dental Plan

1. The District will pay the premiums and provide for each employee a family dental insurance plan. This plan will provide a benefit level of 80% Class I and 80% Class II.
2. The District will provide Class III benefits for eligible dependent children to age 19. The benefit is at an 80% co-pay level with a dollar benefit lifetime limit of \$800 per eligible dependent.

Benefits are defined as follows:

- a. 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.
- b. Class II - Prosthodontic Service - bridges, partial and complete dentures.

c. Class III - Includes procedures for the prevention and correction of malposed teeth (orthodontics).

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

4. The plan year goes from January 1 through December 31.

Section G. Vision Care Plan

The District will provide a vision care program outlined in Appendix J.

Section H. Health, life, dental, and vision benefits as outlined in this Article shall be discontinued at the end of the month in the case of an unpaid personal leave under Article XVII, Section I, except as otherwise provided under applicable COBRA regulations.

Section I. The District may take any actions in compliance with PA152, and payroll deductions are authorized for this purpose.

Section J. In the event the total insurance program is modified to an equal or better plan, members of AFSCME will also be members of the plan. In the event the health program adopts the cost containment programs (listed below) AFSCME has agreed to participate. Containment programs include:

1. Mandatory second opinion
2. Pre-authorization
3. Case management

Section K. Tax Annuities

All tax annuity plans approved by the District shall be made available to employees within the limits as set by District policy.

Section L. Workers' Compensation

Each employee covered by this Agreement shall be covered by Workers' Compensation insurance.

Section M. Injury on the Job

- A. When an employee is injured on the job, he/she will use regular sick time for the first eight (8) days, if he/she has them in his/her bank.
- B. Beginning sixty-one (61) calendar days after the accident, an employee shall begin drawing one (1) day from his/her personal sick day bank for each week or portion thereof that the employee draws Workers' Compensation. This salary protection is drawn along with the Workers' Compensation benefits.
- C. Benefits shall last for a period of one (1) year or until the person returns to work, whichever is shorter. An employee may draw a maximum of fifty-two (52) days from his/her accumulated personal sick day bank.

Section N. Any employee receiving an injury on the job after the employee returns to work requiring him to go home, will receive pay for the full day's work at the regular rate. Any additional time off the job to get medical aid or treatment for the work-related injury shall also be paid, without loss of sick time, if written evidence of the treatment is presented to the immediate supervisor, if requested.

ARTICLE XVI - MISCELLANEOUS

Section 1. The District agrees to furnish the Union with a bulletin board in each building for the Union's use in posting notices pertinent to the business administration of the Union, providing the Union accepts all responsibility for material posted. The Union shall also have access to the inter-school mailing system for distribution of notices to be posted.

Section 2. Use of School Facilities

The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without incurring additional cost to the School District.

Section 3. In the event the School District schedules meetings for any employees, they shall be paid their straight time rate of pay for the hours required to attend the meeting and school classes.

Section 4. Growth on the Job

- A. All employees are urged to seek ways of improving their personal skills and job performance by serving on committees and cooperating with school and civic projects.
- B. The administration shall work with school employees in the cooperative planning of programs to meet in-service needs, including extension courses, study groups, special conferences, demonstrations and a joint Safety Committee.
- C. The District shall work in cooperation with the Union in the planning and coordination of training, in-service and professional growth on the job for custodial employees. The Union shall establish an Advisory Committee and shall meet with the Administrator of Operations by October 31 to present topic(s) for consideration. The Administrator of Operations will investigate the possibility of presenting the requested program.

In the event that topics are not presented for consideration, the Administrator of Operations shall have the option of (a) selecting topic(s) to be presented during the forthcoming year or (b) postponing in-service training until the next school year. The union and/or its members agree that it/ they will not bring any grievance resulting from the postponement of said training or in-service. Furthermore, the District and Union agree that the aforementioned training or in-service shall be a minimum of four (4) hours per school year.

- D. In an effort to improve skills in employee-employer relations, the Union and School District will develop an in-service program to give employees who have Union responsibilities the equivalent of no more than fifteen (15) work days per year total for all Union officials to pursue Union in-service activities. If a substitute must be employed to cover duties ordinarily performed by the Union representative, the Union shall reimburse the District for those costs.
- E. The Board and the union agree to the establishment a yearly \$5,000 professional growth fund. Tuition or other fees paid for classes, workshops, etc. related to job performance and/or responsibilities will be reimbursed on a first-come, first-served basis subject to the following:
 - 1. Obtain written approval from the Director(s) of Human Resources prior to the start of the class or workshop.
 - 2. Present receipts along with evidence of successful completion.
 - 3. The district will allow additional reimbursement to individuals who have obtained prior approval for additional classes, workshops, etc., if funds are still available at the end of the fiscal year. A list of members requesting additional reimbursement will be maintained based on the date of approval.

Section 5. Employee Meetings

Meetings of employees are essential for purposes of organization to facilitate integration of work schedules and meet emergency situations. Such meetings shall be held from time to time as needed, or requested, by employee groups and/or supervisors. When a meeting is called by the employer, attendance is required and employees will be paid.

Section 6. Uniform Allowance

- A. The District will provide each regular employee with an annual clothing allowance of \$500. This allowance is to be used by the employee to purchase pants, shirts, shoes, jackets, etc. according to the needs of the particular department.
- B. The clothing allowance will be paid in the second pay of September to each member of the unit who is actively employed as of September 1st of each year.
- C. Employees shall be required to wear the appropriate uniforms or will face disciplinary action. All AFSCME members are to wear clothing which displays the LPS logo and also wear a visible personal identification badge. Shoes must have closed toe and low heels. Shorts should be no shorter than four (4) inches above the knee. Clothing should not be torn or ripped, not skin-tight and not have plunging necklines. All AFSCME employees shall be permitted to wear shorts at any time during the school year.

AFSCME members should personally maintain a reasonable standard of hygiene and their appearance should be appropriate to his/her role as a Livonia Public School employee and which contributes to a good and safe work environment.

- B. Garage employees will continue to have their basic uniform purchased and cleaned. Their \$400 vendor purchased allowance can be toward boots and outerwear.
- E. Employees assigned to the garage and maintenance departments shall be eligible for reimbursement for the purchase of work boots required for the performance of their duties. Reimbursement shall be provided for the actual cost of boots, not to exceed \$200 per fiscal year. To be eligible, employees must submit an itemized receipt within ninety (90) calendar days of purchase, but no later than June 30th of the same fiscal year.

Section 7. Employees may use payroll deductions for the following:

- 1. Credit Union
- 2. Union Dues
- 3. Service Charge
- 4. Optional Insurance Coverage
- 5. Other employee requested deductions approved by the District

Section 8. Each employee shall have access to his/her own personnel file to examine, in the presence of an administrator, all non-confidential information. In addition, employees will be notified of complaints received against them and they shall have the opportunity to file a written answer (to be included in their file) to any such complaint placed in their personnel file.

Section 9. All supplemental agreements shall not be binding on either party unless executed in writing and approved by the District and the Union.

Section 10. Custodians or bargaining unit employees shall not be held responsible when their building or facility is open or used and not left in proper condition and they are not in attendance.

Section 11. Ten (10) month employees shall have first choice of any jobs according to seniority before any part-time or seasonal help is hired. Choice will be made within classification first. Any ten (10) month employee who works within his/her classification on a twelve (12) month basis shall receive his/her regular rate of pay and twelve (12) month holidays.

Section 12. It is understood between the parties that whenever students are employed or used in special or instructional projects, the Union and the management will meet to discuss the project. It is further understood that the Union's aim is to safeguard seniority and protect the job security and conditions of work of bargaining unit employees. It is further understood that in the event the Union feels that student employment is being used to circumvent the Union Agreement, utilizing the grievance procedure shall be the Union's option.

Section 13. When employees are required to use their personal vehicles for District business they will receive the established District mileage rate.

Section 14. On days when school is not in session, custodial employees shall work the first shift. In the event that one or more employees are needed for a later shift to ensure coverage for building usage, selection shall be by low seniority. When school is in session, one-half day custodial employees start time shall commence upon student dismissal. In the event that scheduling is required to cover building usage, the selection procedure outlined above shall apply.

ARTICLE XVII - LEAVES OF ABSENCE

Section 1. Sick Leave Days

- A. Sick days shall be allowed at the rate of one (1) day per month, cumulative to ten (10) or twelve (12) days per year, depending on the service year of the employee.
- B. Each new employee will be entitled to his/her first month's sick day after he/she has completed the first sixty (60) days of work.
- C. Sick days may be used for personal illness and/or a disability including disability as a result of pregnancy.
- D. After three (3) or more consecutive days of illness, or if in the sole judgment of the employer, a pattern of continuous absence because of illness occurs, a medical certificate may be required before the employee may return to work and before the employee can qualify for sick leave.
- E. Sick leave days may be accumulated to an unlimited amount.
- F. Sick leave time shall be configured in hours. In case of illness, employees who work less than their full eight (8) hour shift shall be paid for only those hours worked. Their sick leave bank will reflect this accordingly.
- G. Sick days may apply to illness in the immediate family, not to exceed ten (10) days per year. Immediate family is defined as spouse, parents, and child. Exceptions can be made with prior approval from the Director(s) of Human Resources.
- H. Employees shall be given an accounting of their accumulated sick days annually.
- I. Employees who have exhausted their accumulated sick days and who have applied for and received an extended unpaid sick leave shall be carried under the insurance plan at the group rate for up to six (6) months. In order to maintain medical insurance coverage during this period, the employee must directly reimburse the District his/her insurance contribution amount as required by Michigan P.A. 152 of 2011 (the "hard cap"). If the employee fails to do so, he/she will be released from the insurance plan.

- J. Personal Leaves: By written notification to the immediate supervisor and without deduction from sick leave, employees are permitted two (2) days per year absence for time necessary to conduct business transactions which cannot be done during non-working hours. Two (2) days advance notice is required, stating the general reason for such days, except in an emergency. All unused personal business days will be added to the employee's sick bank.
- K. Bereavement Leave: Three (3) days leave with pay will be granted for death in the family without deduction from sick/personal days. Upon request, up to two (2) additional days will be granted with pay. Family shall be defined as: mother, father, sister, brother, husband, wife, domestic partner, 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. Additional time for death in the family due to extenuating circumstances may be taken from annual leave days as established in this Agreement. An employee may also request one bereavement day to attend the funeral of a close personal friend.
- L. Jury and Court Leave: Each regular seniority 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 for juror/witness fees.

Section 2. Personal leaves without pay may be granted for special purposes upon written request. No leave shall exceed one (1) calendar year nor will they be granted for reasons involving other employment.

Section 3. Military Leave

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

Section 4. Leave for Union Office

The District shall grant a leave of absence without pay and fringe benefits and without loss of seniority for a period not to exceed two (2) years, or the term of office, whichever may be less, to any member of the Union who is elected or appointed to a full time Union office. Such leave may be extended for an additional period of one (1) year at the discretion of the District.

Section 5. Extended Leave for Ill Health

- A. An employee may be granted a leave of absence (medical) up to one (1) calendar year because of personal illness, pregnancy disability, accident, or equally grievous emergencies.
- B. Written application for extended leave will be made to the administration who will decide if the granting of such leave would not only serve the interest of the employee, but also the students and personnel of the Livonia School District.

- C. Extended leave, as described, will be without pay and granted after complete use of accumulated sick leave.
- D. The employee returning from sick or extended leave shall be restored to his/her original classification unless physically unable to perform the duties required by that position, in which case the School District will make every reasonable effort to place the employee in a position he/she is capable to perform.
- E. If the employee has not recovered sufficiently during the sick leave granted, but medical testimony is to the effect that further sick leave would aid recovery, additional leave may be granted.

Section 6. 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:

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

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.

An employee requesting a FMLA leave must provide the Director(s) of Human Resources at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

When a leave denoted as (A) or (B) 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.

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

Leaves denoted as (C) or (D) 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.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The DISTRICT may

condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the DISTRICT.

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

- A. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
- B. 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.

ARTICLE XVIII - COMPENSATION

Section 1. Wages

- A. 2025-2026, 2026-2027, and 2027-2028 will be shown in Appendices A through D.
- B. The longevity payment is an annual payment for each year of the contract paid in the first pay of December. Any individual who works less than a full year for any reason shall have the amount prorated from his/her AFSCME anniversary date. If there is severance of employment, longevity will begin in year one if the former employee is rehired by the District. Longevity shall be paid as follows:
 - o Each member of the unit who has, prior to September 1st of each year, completed 5 or more years of service shall receive a check during the month of January. This check shall be \$400 for twelve (12) month employees and \$275 for less than twelve (12) month employees.
 - o Each member of the unit who has, prior to September 1st of each year, completed 10 or more years of service shall receive a check during the month of January. This check shall be \$1000 for twelve (12) month employees and \$750 for less than twelve (12) month employees.
 - o Each member of the unit who has, prior to September 1st of each year, completed 15 or more years of service shall receive a check during the month of January. This check shall be \$1,200 for twelve (12) month employees and \$800 for less than twelve (12) month employees.
 - o For 12-month employees having completed 20 or more years of service the payment shall be \$1,500. For 10-month employees having completed 20 or more years of service the payment shall be \$1,300. The longevity payment is an annual payment for each year of the contract.
 - o For 12-month employees having completed 30 or more years of service the payment shall be \$2,000. For 10-month employees having completed 30 or more years of service the payment shall be \$1,800. The longevity payment is an annual payment for each year of the contract.
- C. All AFSCME members shall receive a one-time signing bonus of \$500 if this agreement is ratified by June 23, 2025.

- D. All skilled trades staff, mechanics, and bus drivers hired after July 1, 2025 shall receive a one-time \$250 retention bonus upon completion of 90 days of employment.
- E. Whenever steps on the wage scale are applicable, stepping will align with the start of the contract year for all AFSMCE staff.
 - o In year one (2025-2026), all AFSCME staff will step on July 1, 2025, regardless of hire date.
 - o Beginning in 2026-2027 and continuing beyond, all AFSCME staff members hired between July 1-December 31 will step the following July. Staff members hired January 1-June 30 will step in July of the next year.
 - o Example: Hired December 15, 2025 = step on July 1, 2026; Hired January 15, 2026 = step on July 1, 2027.

Section 2. Licensing

- A. Individuals working in an area requiring such licenses will be reimbursed the amount of the fee necessary for obtaining their chauffeur's license or food handler's card.
- B. Any employee, whose job requires it, shall be properly certified or licensed according to law, or by District policy.
- C. If a Commercial Driver's License is required by a job description and a member is unable to renew this, the district will review the situation on a case-by-case basis to determine what alternatives are available.
- D. Probationary employees in the skilled area, Class I, cannot receive wages above the two (2) year step until they have successfully completed the probationary or trial period.

Section 3. Retirement Pay

The District shall pay \$200 a year retirement pay. To be eligible for retirement pay, an employee must have completed the following:

- A. Worked full time for the District for a minimum of ten (10) years.
- B. Be eligible for immediate cash benefit payments under the Michigan Public School Employees Retirement System by reason of death, disability, or meeting age requirements.
- C. 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 A above and provided further that they fulfill the other requirements set forth in Paragraph B.
- D. After having worked the equivalent or ten (10) full years for the District, should the person be employed at the time of his/her death, his estate shall be eligible for such retirement pay.
- E. In the event of extenuating circumstances, the District may, by special action, waive any or all of the preceding qualifications.
- E. As allowed by the IRS, the retirement pay and payoff for unused sick days and vacation days for all retirees who are age 55 and over at the time of retirement will be paid into a tax sheltered annuity under Section 403(b) of the Internal Revenue Code. The School District will contribute this money within 30 days of the employee's retirement. Retiring employees who are under age 55 will have their retirement pay, unused sick day and vacation day payout paid in a check with applicable deductions. If laws change or the 403(b) carrier's policy changes and the changes will have a significant impact on the provisions of this paragraph, either party may, at its option, reopen this paragraph for negotiations.

Section 4. Sick Day Savings

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

0-10 years	No reimbursement
10 or more years	Ten dollars (\$10) per eight hours of sick time
Retiring employees	Thirty dollars (\$30) per eight hours of sick time

Section 5. Pay Periods

- A. The wages of salary of any employee shall start at the time he/she reports for duty.
- B. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the District. It is the District's intent to move to 24 (semi-monthly) pays. The District would not make this change prior to July 1, 2020.
- C. If the District is responsible for a paycheck error, correction will be made within two (2) business days.
- D. Direct deposit options will be offered to AFSCME members. The direct deposit options will include all banking institutions and credit unions that are part of the Federal ACH (Automated Clearing House) System.

Section 6. Building Certificate

For the duration of this Agreement, all employees receiving reimbursement for building certificate credit shall continue to receive such credit.

ARTICLE XIX - SELECTIVE NEGOTIATIONS

Section 1. Conformity to Law Clause

This Agreement is subject in all respects to the laws of the State of Michigan and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken, such provision shall be void and inoperative and shall be immediately subject to negotiation. However, all other provisions of the Agreement shall continue in effect.

Section 2. New Positions

When a new job is placed in a department in the bargaining unit which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that different skills and responsibility are required, the employer will, after written notice to the Union President, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union President. During this period, the Union may request, in writing, that the employer meet with the Union in order to negotiate the rate. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period. If a written request is filed within said period and as a result a higher rate is established, the higher rate shall be applied retroactively to the date the employee started on the job, except as otherwise mutually agreed.

Section 3. Waiver Clause

For the life of this Agreement, neither the employer nor the Union shall be obligated to bargain collectively with

respect to any subject or matter referred to or covered by the Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 4. No Strike Clause

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

Section 5. Non-Discrimination Clause

The District and the Union agree that there shall be no discrimination against any employee on account of race, religion, color, national origin, height, weight, marital status, sex, age, handicap and Union membership.

Language changes which affect the operation will be effective as of the date of ratification or signing of the Agreement, whichever is first.


ARTICLE XX - RETROACTIVITY

This Agreement entered into on June 5, 2022, and ratified by members on June 17, 2022, shall continue until June 30, 2025.

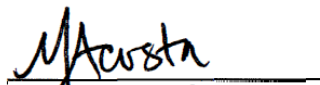
ARTICLE XXI - DURATION OF AGREEMENT

The Agreement shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date of the contract that they desire to modify this Agreement.

LIVONIA BOARD OF EDUCATION



Karen Bradford, President

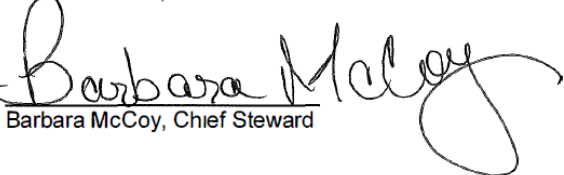


Madeline Acosta, Secretary

**LOCAL 118, COUNCIL 25
AMERICAN FEDERATION OF STATE, LOCAL AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME)**



Austin Harrison, President



Barbara McCoy, Chief Steward

Dated this 23rd day of June, 2025
Effective July 1, 2025

APPENDIX A - WAGE SCHEDULES

2025-26 SCALE								
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bus Drivers	21.75	22.25	22.75	23.50	24.25	25.00	26.00	26.75
Custodians	19.75	20.25	20.75	21.25	21.75	22.25	22.75	23.25
Warehouse Person	22.00	22.50	23.00	23.50	24.00	24.75	25.50	26.75
Leader	28.25	29.00	29.75	30.50	31.25	32.00	32.75	34.25
Master Class	27.50	28.25	29.00	29.75	30.50	31.25	32.00	33.50
Class I	26.75	27.25	27.75	28.25	28.75	29.50	30.25	31.75
Class II	22.50	23.00	23.50	24.00	24.50	25.25	26.00	27.50
Class III	22.00	22.50	23.00	23.50	24.00	24.75	25.50	26.75
Class IV	20.50	21.00	21.50	22.00	22.50	23.00	23.50	24.75
High School Kitchen Manager	19.00	19.25	19.50	20.00	20.50	21.00	21.50	22.00
Middle School Kitchen Manager	18.00	18.25	18.50	19.00	19.50	20.00	20.50	21.00
Assistant Kitchen Manager	17.50	17.75	18.00	18.50	19.00	19.50	20.00	20.50
Elementary Kitchen Manager	17.50	17.75	18.00	18.50	19.00	19.50	20.00	20.50
General Helper	16.00	16.25	16.50	17.00	17.50	18.00	18.50	19.00

2026-27 SCALE								
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bus Drivers	22.75	23.25	23.75	24.50	25.25	26.00	27.00	27.75
Custodians	20.75	21.25	21.75	22.25	22.75	23.25	23.75	24.25
Warehouse Person	23.00	23.50	24.00	24.50	25.00	25.75	26.50	27.75
Leader	29.25	30.00	30.75	31.50	32.25	33.00	33.75	35.25
Master Class	28.50	29.25	30.00	30.75	31.50	32.25	33.00	34.50
Class I	27.75	28.25	28.75	29.25	29.75	30.50	31.25	32.75
Class II	23.50	24.00	24.50	25.00	25.50	26.25	27.00	28.50
Class III	23.00	23.50	24.00	24.50	25.00	25.75	26.50	27.75
Class IV	21.50	22.00	22.50	23.00	23.50	24.00	24.50	25.75
High School Kitchen Manager	20.00	20.25	20.50	21.00	21.50	22.00	22.50	23.00
Middle School Kitchen Manager	19.00	19.25	19.50	20.00	20.50	21.00	21.50	22.00
Assistant Kitchen Manager	18.50	18.75	19.00	19.50	20.00	20.50	21.00	21.50
Elementary Kitchen Manager	18.50	18.75	19.00	19.50	20.00	20.50	21.00	21.50
General Helper	17.00	17.25	17.50	18.00	18.50	19.00	19.50	20.00

APPENDIX A – WAGE SCHEDULES

2027-28 SCALE								
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bus Drivers	23.75	24.25	24.75	25.50	26.25	27.00	28.00	28.75
Custodians	21.75	22.25	22.75	23.25	23.75	24.25	24.75	25.25
Warehouse Person	24.00	24.50	25.00	25.50	26.00	26.75	27.50	28.75
Leader	30.25	31.00	31.75	32.50	33.25	34.00	34.75	36.25
Master Class	29.50	30.25	31.00	31.75	32.50	33.25	34.00	35.50
Class I	28.75	29.25	29.75	30.25	30.75	31.50	32.25	33.75
Class II	24.50	25.00	25.50	26.00	26.50	27.25	28.00	29.50
Class III	24.00	24.50	25.00	25.50	26.00	26.75	27.50	28.75
Class IV	22.50	23.00	23.50	24.00	24.50	25.00	25.50	26.75
High School Kitchen Manager	21.00	21.25	21.50	22.00	22.50	23.00	23.50	24.00
Middle School Kitchen Manager	20.00	20.25	20.50	21.00	21.50	22.00	22.50	23.00
Assistant Kitchen Manager	19.50	19.75	20.00	20.50	21.00	21.50	22.00	22.50
Elementary Kitchen Manager	19.50	19.75	20.00	20.50	21.00	21.50	22.00	22.50
General Helper	18.00	18.25	18.50	19.00	19.50	20.00	20.50	21.00

APPENDIX E - SPECIAL PROVISIONS - BUS DRIVERS

Bus drivers for this section are defined as a driver who has a regular run.

Bus drivers as defined above are entitled to all provisions of the Master Agreement which are appropriate and these special provisions:

Section 1. Driver Assignment

- A. A transportation driver employee's seniority begins when the driver is assigned a regular run. This seniority date shall be used in all run bid procedures.
- B. There shall be two (2) seniority lists, one (1) for bidding procedures as defined above, and one (1) with the employee's district seniority date. Both seniority lists will be posted at the beginning of each school year and kept current. No challenge to seniority shall be allowed after thirty (30) days from date of posting.
- C. For summer runs, there shall be one (1) seniority list of those regular drivers signing up. The sign-up shall be posted for at least three (3) weeks. Summer runs shall be bid by drivers according to the seniority list. All drivers who have signed up for summer runs and have been given summer runs shall check with the Supervisor of Transportation on the status of that run prior to the last day of the regular school year. Failure to check on the given run or work could result in that run being given to the next eligible driver.
- D. Extra summer runs shall be assigned by seniority among drivers requesting summer runs. All summer runs will be four and a half (4-1/2) hour minimums, including warm and clean.
- E. No person shall be permitted to operate a Livonia Public Schools vehicle if that person's driving record

fails to meet the requirements of the Michigan Essential Insurance Act for Standard Insurance. Loss of license or failure to obtain a mandated license shall result in immediate placement on an unpaid personal leave of absence.

- F. Livonia Public Schools will allow the use of their busses for retesting.
- G. Livonia Public Schools will provide training materials for re-testing purposes.

Section 2. Work Schedules

- A. The normal work schedule for transportation driver employees will be the basic run. A basic run will consist of AM and PM runs. These basic runs will be paid actual running time, but no less than the bid times. Add-ons are runs that are not run consecutively with the basic run and will be paid at a one (1) hour minimum or actual running time, but no less than the bid times. Add-ons may consist of one (1) or more runs. One-half (1/2) hour per day will be allotted to each driver to warm, clean, and fuel their vehicles.
- B. All other available work not described in Section 2-A will be paid by actual running time.
- C. No regular driver shall receive less than the minimum four (4) hours per day, including warm, clean, and fuel.
- D. That portion of a driver's run vacated because of a trip will be offered to the regular drivers who have signed the signup sheet.
- E. When there is one-half (1/2) hour or less between runs or trips, the employee shall be paid straight through.
- F. Available regular drivers who sign the extra work board will be offered work before using utility drivers. Drivers who do not sign the extra work board have no claim on any extra hours.
- G. Unscheduled work will be assigned according to seniority of those regular drivers signing on a daily basis. Only hours worked beyond eight (8) hours will be charged on the trip board. No eight (8) hour drivers who sign will be used until all less than eight (8) hour drivers who sign have been used. All drivers who refuse work after having been assigned will be charged on the trip board.
- H. A driver that performs an early-out run that is not a part of his/her own work schedule, shall be paid actual running time. Drivers will be paid only for time that does not coincide with any regular assigned hours.
- I. A driver that performs his/her own early out run, shall be paid actual running time.
- J. Drivers that work beyond eight (8) hours on daily extra work, who are over the sixteen (16) hour equalization, on the field trip board are not eligible to sign for daily extra work until they are back in the sixteen (16) hour range. This does not exclude them from signing for emergency field trips.

Section 3. Bus Runs and Bidding Procedures

- A. The drivers will choose the basic runs and add-ons by seniority. A basic run consists of an AM and PM run. Add-ons are runs that are not run consecutively with basic runs.
- B. There will be a bid once a year during October on runs and add-ons. Summaries shall be provided a week in advance. Route schedules shall be made accessible three (3) working days prior to bid. If the District determines that an additional bid before or after the October bid is necessary, the parties will meet and jointly set the guidelines.

A driver will maintain the same bid hours (the total hours per regular week) obtained in the October bid (or the additional bid if that bid was after the October bid) until the next bid in the following school year.

To the extent practicable, a driver will maintain the same run obtained in the October bid (or the additional bid, if that bid was after the October bid) until the next bid in the following school year.

- C. Notwithstanding the provisions of Article XVI, Section C.1., the District shall hold harmless each driver at the level of medical coverage each employee has as of June 1, 2010, and shall continue to qualify for that coverage as long as they work twenty (20) or more hours per week.

Benefit eligibility for regular drivers (not Utility) will be determined by the rules of Article XVI, Section C.1 and the run hours a driver attains at the October bid. This level of coverage will remain in place until the next October bid.

After the bid, if a regular driver's own run (not temporary) increases in hours and this change in hours makes the driver benefit-eligible for single or family benefits, the change becomes effective with the first workday at the new hours.

- D. After the bidding procedure is concluded, new runs, non-consecutive add-ons, vacated runs, and any work that adds time (not to exceed eight (8) hours) to a person's bid time will be posted for three (3) days.
- E. Drivers will be paid assigned running time or actual time worked.
- F. The District will post early out and required meetings at least three (3) days in advance, when possible.
- G. When a driver is on a run that has been vacated due to a medical leave, the driver can bid from their original bid time on to a run that is vacated and it can become their own. Drivers must be able to increase their time by a minimum a half hour a day or two (2) hours a week. A lateral bid, defined as a bid to a run with the same number of weekly hours, will be accepted only in the event that a driver is bidding from a general education run to a special education run.

Section 4. Trips

- A. Regular drivers on the trip board shall be used for all school bus trips that are not part of basic runs, including add-ons.
- B. New regular drivers coming on the trip board will start with an average of the trip hours posted. A driver can request to go off the field trip board for a minimum of thirty (30) days, and be allowed to come back on with trip board hours averaged or original hours, whichever is greater.
- C. There will be one board to include all field trips. These trips will be posted at least three (3) working days in advance, when possible, and assigned according to low trip hours and seniority. Drivers must indicate acceptance by signing the board within 24 hours of its posting or the trip will be assigned to the next driver. Trip hours will be updated daily and charged on the trip board only for the number of hours of the trip, minus any time that coincides with their basic run and add-on. This trip board should be equalized within 16 hours whenever possible. This board will start at zero (0) hours each September. (Posted hours shall include charged hours.)
- D. A refusal or any absence shall be considered the same as time worked for any trip and will be charged to the employee on the trip board. If an assigned driver becomes ill or refuses the trip after accepting assignment, the trip shall go to the next low hours driver.
- E. Saturday and Sunday trips will be assigned continuously down the seniority list. The overtime list maintained in Transportation shall not roll forward from one school year to the next, but shall reset, as

relates to Saturday and Sunday trips. Weekend trips, if refused, will be charged actual trip hours. Weekend trips will be posted by Wednesday, if possible. Drivers must work at least part of the day on Friday to be eligible for a weekend trip. Personal business and family sick days shall be considered time worked.

- F. Drivers will not exchange trips with other drivers.
- G. Overnight trips shall be offered by seniority, continuously down the board, annually, and the District agrees to pay a minimum of eight (8) hours straight time pay per day. If the driving time exceeds eight (8) hours, this time will be compensated for at one and one-half (1-1/2) times the hourly rate of pay. In addition, the District will pay expenses for reasonable room rent and meals.
- H. In the event that a day trip of less than a twenty-five (25) mile radius is posted as a split trip, there will be a minimum of two (2) hours for each split. Saturday and Sunday, and any day during the regular school year, that Livonia Public Schools are not in session there will be a three (3) hour minimum for each split if posted as a split trip. The driver that is assigned to a split trip will be obligated for both splits.
- I. All trip sheets shall be kept on file.
- J. Any trip posted later than 1:00 PM the day prior to the trip will be considered an emergency field trip. All trips not accepted will become an emergency the morning of the trip, except Saturday and Sunday trips will become an emergency after 1:00 PM on Friday.
- K. A minimum of three (3) hours call-in time shall be given to drivers who have been assigned trips and who have reached the bus garage before being notified that a trip is canceled. Cancellation of trips immediately following a run will qualify the driver for one (1) hour pay.
- L. Field trip requests coming in with less than 24 hours notice, as well as driver refusals after being assigned, will be considered emergency field trips.
- M. There will be a sign-up sheet for AM and PM emergency field trips for drivers requesting work.
 - 1. All field trips will be charged in compliance with (C) above.
 - 2. A driver who refuses a field trip after signing AM and/or PM will be charged in compliance with (C) above.
 - 3. A two-part emergency field trip will be only assigned to drivers who have signed both the AM and PM sheets.
- N. Field trips during holiday periods, or any weekday when Livonia Public Schools are not in session (during the regular school year), will be assigned to the lowest hour driver on the signup sheet. Those hours will be charged on the trip board.
- O. Summer trips will be assigned by seniority and rotated among drivers signing the summer field trip sheet, which will be posted for at least three (3) weeks.

Holidays shall be defined for this purpose as:

Labor Day	Mid-Winter Recess
Thanksgiving	Spring Recess
Winter Recess	Memorial Day Weekend

Section 5. Leaves of Absence

- A. Drivers working less than forty (40) hours per week will be paid benefit days (sick days, personal business days, holidays, etc.) equal to the scheduled work hours of that particular day. Accumulation of benefit days will be in accordance with Addendum A regarding Hours Paid for Split Drivers Schedule. There will be an unlimited accumulation of benefit hours.
- B. Employees in Transportation who are absent because of illness for twenty (20) consecutive days will then have their run posted for three (3) days. The highest seniority driver who can increase their time by one (1) hour or more per week will be awarded the complete run. The driver who fills the vacated run will:
 - Receive single healthcare benefits after the 30th day on the run, if the run is of sufficient hours and the employee qualifies for benefits under Article XVI, Section 1.C of this contract. The driver will keep the single healthcare benefits until the next October bid. Then,
 - If the driver remains on the run for 90 workdays plus 23 days (includes posting), he/she will receive full family healthcare benefits if the run is of sufficient hours and the employee qualifies for benefits under Article XVI, Section 1.C of this contract. The driver will keep the family healthcare benefits until the next October bid. Utility Drivers are subject to eligibility provisions of Appendix G, Section 1G.
 - If the driver returns during the school year, he/she returns to his/her run.
- C. If the illness is of known duration and is extensive, then the route shall be posted, upon receipt of official notification, for three (3) days.
- D. If a driver loses a regular run, the driver drops to utility status but continues to accrue seniority and pay at the regular rate for the remainder of the school year. Thirty (30) days after the beginning of the next school year, if a driver continues in the utility status, the pay rate shall be utility pay.

Section 6. Miscellaneous

- A. All buses shall be cleaned thoroughly inside and out at least once each summer, if possible. A signup sheet for this work will be posted for at least three weeks and the position will be assigned by seniority. Rate of pay will be consistent with salary schedule.
- B. Any time a driver is required to complete rider count forms, one (1) hour shall be paid.
- C. Drivers will be paid two (2) hours for the yearly bidding, only once per year. However, if there is a second bidding, drivers will be paid two (2) hours for that bid.
- D. Drivers shall wash their buses as directed by the Supervisor.
- E. When Livonia Public Schools have days when school is not in session, regular drivers of out-of-district schools shall have the option to work or take the off day without pay. If there are not enough drivers to work these days then the lowest seniority driver with that out-of-district school shall be obligated to do that run.

APPENDIX F - SPECIAL PROVISIONS - FOOD SERVICE WORKERS

Food service employees are entitled to all provisions of the Master Agreement which are appropriate, and these special provisions:

Section 1. Seniority

- A. Food Service (cafeteria) employees begin their seniority when placed on a posted job.
- B. Seniority lists shall be posted in each kitchen on September 15 and January 15.
- C. Food service employees bumped from their present classification shall use their district seniority to bump the least seniority person in the same or next lower classification where they may get the greater number of hours provided they can perform the work of the classification. Any least seniority employee not placed as a result of the above bumping procedure and with no lesser employee to bump shall be laid off. Recall shall be in reverse order of layoff.

Section 2. Bidding, Posting and Bumping

- A. No general re-bidding of the food service workers' positions will take place. Individuals currently in positions shall retain those positions and vacancies will be filled through the posting procedure.
- B. A posting will be awarded to the individual in accordance with the conditions of Article X.
- C. An interview process shall be used to determine the person who is most qualified, when applicant is bidding outside of current classification, based on training, experience, ability, and seniority.

The successful bidder shall fill the job within fourteen (14) calendar days after the date of the closing of the bid.

- D. Subsequent to the re-bid, any job during the year that increases or decreases by 15 minutes or more for over 30 days will be posted.
- E. Unassigned kitchen general helpers ("floats") will not be given lateral preference/transfer to posted positions. Floats will be guaranteed no less than two (2) hours of pay, regardless of the length of the shift worked.
- F. Employees who elect to bid up by seniority for available breakfast work hours will not qualify for additional insurance because of these additional hours. When a breakfast position opens, qualified regular staff in the building where the position is available will have the right of first refusal, according to seniority, before the position is posted.
- G. Each month, the food service supervisor will generate a seniority list, including last known bid hours, and the number of hours worked during the past month. This list will be sent to the Union once it has been prepared.
- H. During the work year, a specific position's job hours will be reviewed if:
 - 1. the District deems it necessary, or
 - 2. an employee in that job, or the Union, requests a review.
 - 3. Job hours will be increased or decreased as a result of the time study. Increased times shall not cause a job to be split, unless a clear need is demonstrated that the split is in the best interest to better meet student feeding needs.
- I. Authorization shall be granted by the principal or food service supervisor, if additional time is required to complete the necessary cleanup, because of extenuating circumstances.

- J. Seniority employees whose hours are reduced can bump the least senior employee in his/her classification or a lower classification providing this move results in increased wages to the senior employees.
- K. Summer jobs vacated because of vacation or illness shall be filled according to classification and seniority.
- L. Employees who need to be certified in "Serve Safe" need to meet this requirement by the end of June 2010. After June of 2010, employees needing certification will have sixty (60) days to become certified. If unable to attain certification, employee will move to a lower classification.

Section 3. Work Schedule

- A. The Food Service program schedule will be those hours described in the posting for each position as held by employees at the end of the school year. Returning employees shall retain their hours and positions. Prior to the opening of school each year, vacancies or new positions or those changing by fifteen (15) minutes or more, will be posted for bidding at a meeting for this purpose.

During the school year, vacancies or new positions or those changing by fifteen (15) minutes or more will be posted in accordance with Article X, Filling Vacancies and New Positions.

There will be no split shifts unless the employee elects to work extra hours in addition to his/her regularly posted position.

Cooks shall be paid at the regular hourly rate for regularly scheduled work or extensions up to eight (8) hours per day. Employees who have not worked during the day but are called in to work for a particular activity will receive the regular hourly rate for the scheduled work or extensions up to eight (8) hours per day.

- B. Cooks shall be paid at the rate of time and one-half (1-1/2) under the following conditions:
 - 1. All work performed in excess of forty (40) hours in the work week.
 - 2. All work performed in excess of eight (8) hours per day.
 - 3. If an employee works his/her regular shift and is called back to work, then those hours after the callback will be paid at time and one-half (1-1/2).
- C. Double time will be paid on all hours worked on Sunday and holidays.
- D. Call-in time for regular full-time employees for emergency or special events shall receive a minimum of three (3) hours.
- E. Extra hours shall be awarded by seniority and equalized within buildings. Thereafter, extra hours shall be offered by seniority district-wide.
- F. All posted positions will be permanent positions.

Section 4. Leaves

- A. Employees in the Food Service Department who are absent because of illness or injury for at least twenty (20) workdays will have their jobs posted immediately for five (5) workdays and then filled temporarily. If the job is vacant because of a regular leave of absence of known duration, the job shall be posted immediately and filled on a temporary basis. When the employee returns from being absent

because of illness or regular leave of absence, the employee will return to his/her own job. By mutual agreement, the above clause may be altered. The employee temporarily filling the position can remain in the position until the employee on leave returns.

- B. Employees moving up to a four (4) hour position and averaging twenty (20) hours per week will be covered by benefits when the regular employee goes on an unpaid leave.

Section 5. Student Help

Students shall be used for training and/or to improve certain services, but at no time will they be used to replace or reduce the hours of bargaining unit employees.

Section 6. Holiday Pay

Employees who request time off without pay which occurs immediately preceding and/or following a holiday may receive holiday pay, providing there is a written approval by the supervisor. This approval will be given on a first-come, first-serve basis and must be submitted in writing one (1) month prior to the date received and no more than one (1) person per secondary building, three (3) persons from Central Kitchen, and elementary "at supervisor's discretion" to be off at the same time.

Section 7. Professional Growth on the Job

- A. The District shall work in cooperation with the Union in the planning and coordination of training, in-service and professional growth on the job for all Food Service employees. The Union shall establish an advisory committee and shall meet with the Supervisor of Food Service by October 31 to present topic(s) for consideration. The Supervisor of Food Service will investigate the possibility of presenting the requested programs.
- B. In the event the topics are not presented for consideration, the Supervisor of Food Service shall have the option of selecting topic(s) to be presented the forthcoming year.
- C. Furthermore, the District and Union agree that the aforementioned training or in-service shall be a minimum of eight (8) hours per school year.

Section 8. Vacation Usage

Vacation days will be paid days and not taken as time off work. Days will be paid during periods when the employee is not normally scheduled to work. Examples would be winter break, mid-winter break, spring break, in-service days, and workdays. Legal holidays falling within the vacation period shall not be counted as vacation days. Employees may designate the days to be credited as vacation, subject to the above provisions. The Supervisor shall be notified two weeks prior to designated usage. Unused vacation credit shall be paid at the end of the school year. Paid vacation shall be considered time worked. Days will be prorated for anyone who does not work a full year.

APPENDIX G - SUBSTITUTE BUS DRIVERS

Section 1. Utility Drivers

- A. The Livonia Public Schools School District recognizes AFSCME Local 118 as the sole and exclusive bargaining agent of the utility bus drivers.
- B. Management Rights Clause
Article IV is also incorporated in this Appendix.
- C. Utility drivers are 'probationary' employees for the first 90 working days of employment with the District.
- D. Utility drivers who are hired as regular drivers shall serve a 60 working day probationary period with reversion rights. A driver returned to utility driver status for poor work performance shall not be eligible to select a regular run for ninety (90) working days after a reversion.
- E. Utility drivers who have worked for the District for 90 days and who are selected for a regular run shall qualify for benefits under the benefit provisions immediately. Utility drivers with less than 90 days that are selected for a regular run shall qualify for benefits under the benefit provisions after 30 working days on a regular run or the completion of 90 working days, whichever is shorter. Drivers returned to utility status must serve an additional thirty (30) working day period to qualify for benefits if they are again placed on a regular run.
- F. Seniority of utility drivers shall be based on days worked and not date of hire.
- G. Utility drivers shall report at 6:00 AM and be assigned by seniority.
- H. Standby for utility drivers shall be two (2) hours in the A.M. and one (1) hour in the P.M.
- I. Utility drivers shall be selected for regular runs in seniority order.
- J. Utility drivers shall be subject to the just cause standard for discipline only after 90 working days of employment and shall have the right to grieve discipline under the contractual grievance procedure. Additionally, the Union shall have the right to grieve violation(s) of this Appendix.
- K. The seniority date as regular driver shall be established by:
 - 1. Determining the date that the utility driver completes sixty (60) working days on a regular run.
 - 2. Counting back sixty (60) working days to establish the transportation seniority date.
 - 3. That date becomes the seniority date as regular driver.

Section 2. On-Call Drivers

- D. On-call drivers are considered probationary employees who are expressly excluded from all Articles and Sections of the Master Agreement.
- E. On-call drivers are not assigned regular routes and therefore will not gain seniority.
- F. The rate for on-call drivers will be step 1 of the driver scale. On-call drivers will not step, but will receive yearly wage increases.

- G. If the on-call driver desires to be considered for a regular route, he/she must apply for the vacancy. Utility drivers will be considered for vacant positions before on-call drivers.
- H. All regular and utility drivers must be used before on-call drivers.

APPENDIX H - DISTRICT-PROVIDED 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 months prior to enrolling in the coverage, the disability will not be covered for the first twelve (12) months of coverage.

APPENDIX I - 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 cata- strophic benefit that pays an additional percentage if claimant is ADL impaired.

APPENDIX J - VISION PLAN HIGHLIGHTS

EyeMed Insight Plan H, Fixed Fee EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company Plan Year: January 1 - December 31

Vision Care Services	Member Cost In-Network	Out-of-Network Reimbursement*
Exam w/Dilation as Necessary	\$0 Copay	\$50
Retinal Imaging Benefit	Up to \$39	N/A
Exam Options:		
-Standard Contact Lens Fit and Follow-Up	Up to \$55	N/A
-Premium Contact Lens Fit and Follow-Up	10% off Retail Price	N/A
Frames:		
Any available frame at provider location	\$0 Copay; \$130 Allowance, 20% off balance over \$130	\$40
Standard Plastic Lenses		
Single Vision	\$0 Copay	\$70
Bifocal	\$0 Copay	\$80
Trifocal	\$0 Copay	\$90
Lenticular	\$0 Copay	\$90
Standard Progressive Lens	\$65 Copay	\$80
Premium Progressive Lens	*See Fixed Premium Progress List	\$80
Lens Options:		
UV Treatment	\$0 Copay	\$5
Tint (Solid and Gradient)	\$0 Copay	\$5
Standard Plastic Scratch Coating	\$0 Copay	\$5
Standard Polycarbonate—Adults	\$40	N/A
Standard Polycarbonate—Kids under 19	\$40	N/A
Standard Anti-Reflective Coating	\$45	N/A
Polarized	20% off Retail Price	N/A
Photocromatic/Transitions Plastic	\$75	N/A
Premium Anti-Reflective	*See Fixed Premium Anti-Reflective Coating List	N/A
Other Add-Ons	20% off Retail Price	N/A
Contact Lenses		
<i>(Contact lens allowance include materials only)</i>		
Conventional	\$0 Copay; \$150 allowance, 15% off balance over \$150	\$150
Disposable	\$0 Copay; \$150 allowance, Plus balance over \$150	\$150
Medically Necessary	\$0 Copay, Paid-in-Full	\$210
Laser Vision Correction		
Lasik or PRK from U.S. Laser Network	15% off Retail Price or 5% off promotional price	N/A
Additional Pairs Benefit:	Members also receive a 40% discount off complete pair eye-glass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used	N/A
Frequency:		
Examination Lenses or Contact Lenses	Once every 12 months	Once every 12 months
Frame	Once every 12 months	

*Fixed Premium Progress List and Fixed Premium Anti-Reflective Coating List available at www.eyemed.com

APPENDIX K - HOURS PAID FOR SPLIT DRIVER'S SCHEDULE

All drivers will be paid a basic pay based on actual daily hours worked.

EXAMPLE:

Monday

6-3/4 hrs.

Tuesday

8 hrs.

Wednesday

6-3/4 hrs.

Thursday

8 hrs.

Friday

6-3/4 hrs.

Total Bid Hours for Example Week

36-1/4

During a normal work week, with no absences or O/T, the above driver would receive 36-1/4 hours pay. If the driver takes a sick day on a Monday, Wednesday, or Friday, he/she will be charged 6-3/4 hours sick time. Tuesday and Thursday sick days will be charged at 8 hours.

Sick days will be earned, on an average daily basis by actual hours worked, up to a total of 8 hours per day. Sick hours are not earned on any hours over 8 hours per day.

A new spreadsheet program will be used to post the actual hours worked per day (up to 8 hours) for a 20, 21, 22, 23 or 24-day payroll cycle. This program will add the days of actual hours worked and divide by the number of days in the cycle to come up with average hours worked in order to calculate sick time earned for the month.

ADDENDUM A - LETTER OF INTENT

It is agreed in this Letter of Intent between AFSCME, Local 118 and Livonia Public Schools as follows:

If PA 112 [MCLA 423.215, Section 15(3)] is repealed, Article XI, Subcontracting language in the collective bargaining agreement dated July 1, 1994, through June 30, 1996, will be reinstated. If PA 112 is modified, the parties will renegotiate Article XI, Subcontracting, in accordance with changes in the law.

1994-96 LANGUAGE ARTICLE XI - SUBCONTRACTING

The employer agrees that in the event any work presently performed exclusively by the bargaining unit employees is moved outside the bargaining unit, the employer will discuss the movement of work with the Union in order to provide for the protection of the seniority of the employees involved. In no event shall any seniority employee who customarily performs the work in question be laid off as a direct or indirect result of work being performed by any outside contractor on the District premises. The foregoing shall not affect the right of the District to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty work which a vendor must perform to prove out equipment.

ADDENDUM B - LETTER OF UNDERSTANDING

Subject: Food Service Call-in Substitute Personnel

It is hereby agreed by and between the Livonia Public Schools School District, hereinafter referred to as the "District", and AFSCME Local 118, hereinafter referred to as the "Union", that the District may establish the classification of Food Service Call-in Substitute under the following terms and conditions:

The Food Service Call-in Substitute personnel, hereinafter referred to as "Call-in Subs", will supplement the current food service staffing, and shall serve only in an on-call basis for the purpose of filling in for absent personnel, to staff for peak activity, and to ensure adequate staffing in all buildings on a daily basis.

Call-in subs will supplement, and not replace, the current cadre of regular "floats".

Call-in subs, due to the unpredictable and sporadic nature of their hours and assignments, will be specifically excluded from the bargaining unit, shall not be covered by any provisions of the collective bargaining agreement, and shall not have seniority or benefits.

A call-in sub shall not be given an assignment in place of available float or regular food service personnel.

A call-in sub will only be placed in general helper positions.

A call-in sub will be placed in a position that is available after regular employees in a kitchen have been offered the available work assignment.

Call-in subs have no seniority over regular employees.

Call-in subs will be notified by the District upon hire that their position is on an "as needed" basis, and is not a guarantee of work, or any amount of work, within the District.

It is recognized that the establishment of the call-in sub classification improves the service that can be provided to the students of the District and alleviates a burden to regular staff created by absences and short-term staffing shortages.

This Letter of Understanding constitutes the complete agreement and understanding of the parties on this matter, and is made without prejudice to positions the parties may have taken in the past or may take in the future in similar circumstances. It becomes effective upon signature by the parties.

Dated: July 24, 2013

ADDENDUM C - LETTER OF UNDERSTANDING

Annually the Employer will electronically transmit to the Union the following information on bargaining unit employees:

- Employee's name
- Employee's mailing address
- Employee's date of birth
- Employee's home telephone number

Dated: August 16, 2010

ADDENDUM D - LETTER OF UNDERSTANDING

Emergency Manager

The parties recognize that the Michigan Public Employer Relations Act now states that each collective bargaining agreement entered into between a public employer and public employees under this Act shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Provisions required by the subsection are prohibited subjects of bargaining under this act.

Dated: June 23, 2011

ADDENDUM E - LETTER OF UNDERSTANDING

ECP Fridays

The parties agree that the Transportation Drivers, as identified by the Local and the District, who worked the twenty-six (26) ECP Friday noon runs (equivalent of 2340 minutes/39 hours) during the 2011-2012 school year will receive one additional vacation day. The day will be added to the current vacation leave bank.

The parties also agree that the Transportation Drivers, as identified by the Local and the District, who worked the twelve (12) ECP Friday noon runs (equivalent of 1260 minutes/21 hours) during the 2012-2013 school year will receive one-half of an additional vacation day. The day will be added to the current vacation leave bank.

Beginning with the 2013-2014 school year, the additional vacation days will be incorporated into the bid times.

Dated: July 24, 2013

ADDENDUM F - LETTER OF UNDERSTANDING

RE: Overtime Lists

It is hereby agreed to by and between the parties, the Livonia Public Schools School District (the "District") and AFSCME Local 118 (the "Union"), as follows:

The overtime list maintained in Food Services shall roll forward from one school year to the next.

The overtime list maintained in Transportation shall not roll forward from one school year to the next, but shall reset, as relates to Saturday and Sunday trips.

This Letter of Understanding constitutes the entire agreement between the parties regarding the amendment of policy pertaining to overtime lists, and becomes effective concurrent with the collective bargaining agreement for the 2016-2017 school year.

Dated: June 20, 2016

ADDENDUM G - LETTER OF UNDERSTANDING

1. Beginning with the 2019-2020 school year, K-4 Elementary Kitchen Managers will have their positions increased to 4 hours per day.
2. Appendix F, Section 2, Paragraph A will govern how filling these positions will occur.
3. Appendix F, Section 2, Paragraph D and Appendix F, Section 3, Paragraph A will not apply for the initial placements of employees at each K-4 building.
4. Any employee wishing to decline the increase in hours, may continue with their current hours as of the end of the 2018-2019 school year with written notification to the Food Service Supervisor by August 1, 2019. They may continue at those hours until they retire, resign, or otherwise terminate employment, at which time the position will be posted as a four (4) hour position.
 - a. This does not prohibit Appendix F, Section 2, Paragraph H from taking precedence. A time study performed under this provision would override the employee's desire to maintain his/her current hours from the end of the 2018-2019 school year.
5. This Letter of Understanding includes all items and issues specifically agreed to by the parties related to the subject outlined herein, and furthermore, no grievance shall arise based on this agreement.
6. This Settlement is without precedent to positions the District and the Association may have taken in the past, or may take in the future in similar circumstances.

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**Letter of Understanding
Livonia Public Schools School District
And
Local 118, COUNCIL 25
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AFSCME**

**SECTION 27L(2) BONUS PAYMENT
January 12, 2026**

It is hereby agreed by and between the Livonia Public Schools School District ("the School District") and XXXX ("the Union") as follows:

The parties acknowledge that Section 27I(2) of the Michigan State School Aid Act provides one-time state funding to districts for the sole purpose of increasing compensation for educators, as broadly defined in the statute. The funding is allocated on a per-pupil basis, is non-recurring in nature, and must be used to provide compensation that is in addition to compensation otherwise provided under the collective bargaining agreement.

Pursuant to Section 27I(2) and following negotiations between the School District and the Union, the parties agree that the District shall provide a single, one-time bonus payment of Nine Hundred Dollars (\$900.00) to all active employees as of the date of payment. The payment shall be made on January 23, 2026. Employees hired after January 23, 2026, are not eligible for this payment. Employees who retire or resign prior to January 1, 2026 are not eligible for this payment. Employees who have not worked any days in the 2025-2026 school as of the date of payment are not eligible.

This one-time payment shall not be added to base wages, salary schedules, or any other ongoing compensation, and shall not create a precedent or obligation for future payments.

All other terms and conditions of the collective bargaining agreement not expressly modified by this LOU shall remain in full force and effect.

This document represents the parties' complete understanding of the matters addressed herein.

FOR THE SCHOOL DISTRICT

By: Alison Smith

Its: Chief Financial Officer

Date: 1/12/2026

FOR THE UNION

By: [Signature]

Its: President Local 118

Date: 1/12/26

