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LIVONIA PUBLIC SCHOOLS
Livonia, Michigan

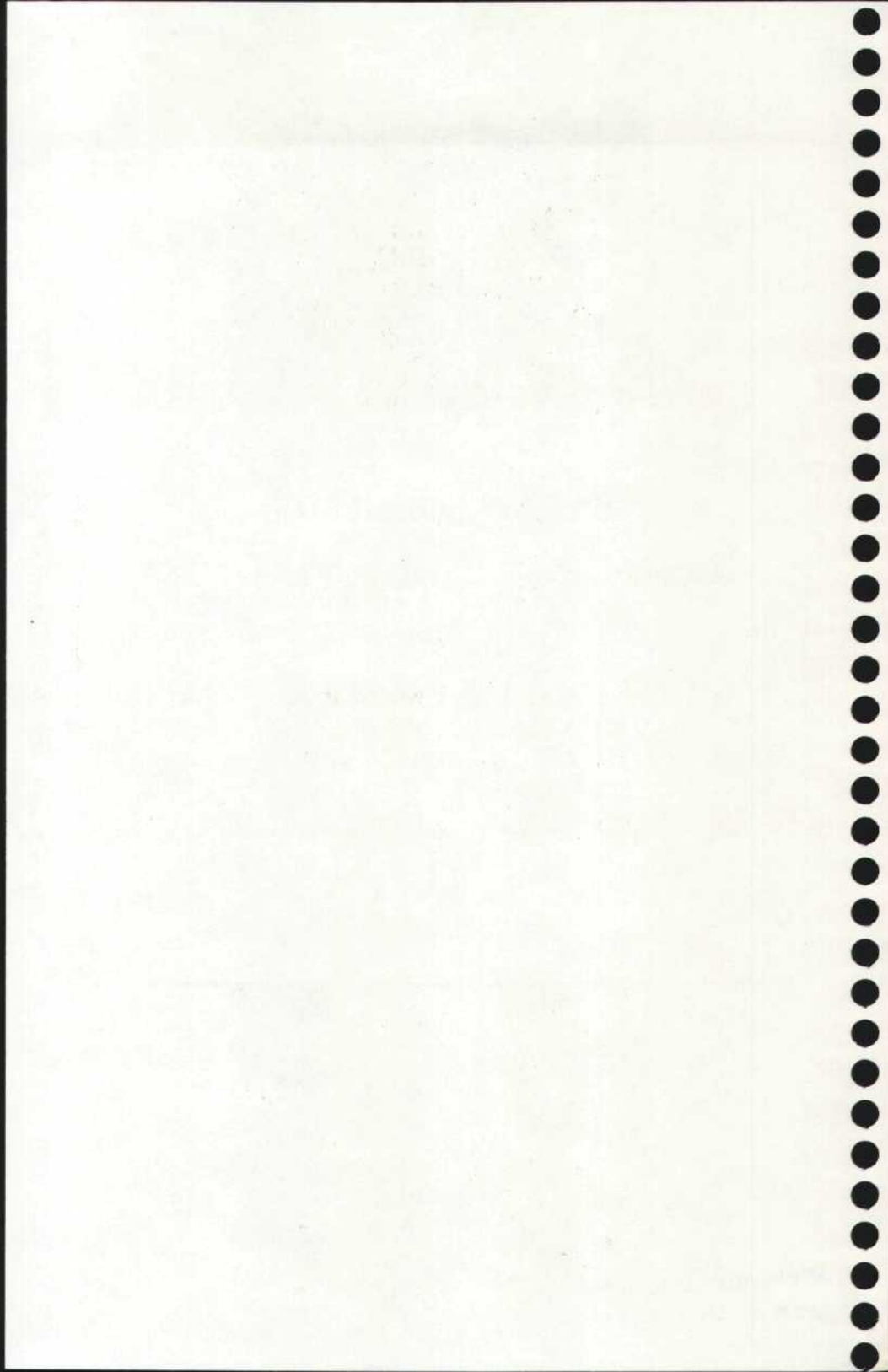
Agreement between the

**Board of Education of
Livonia Public Schools School District
and
Local 118, Council 25
American Federation of
State, County, and Municipal Employees,
AFL-CIO**

Livonia Public Schools

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

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT**

AND

LOCAL 118, COUNCIL 25

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

July 1, 1996 through June 30, 1999

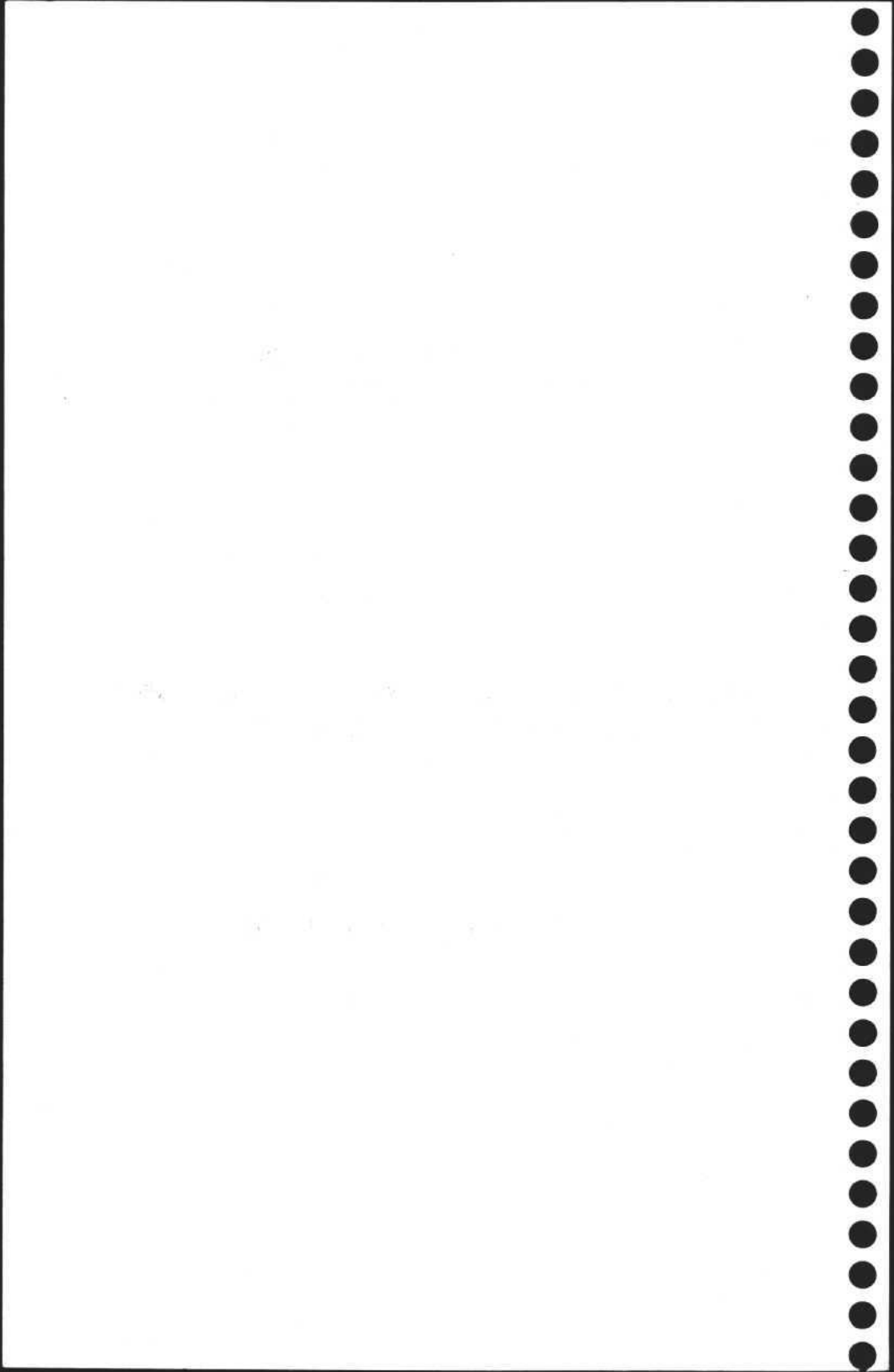


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AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
AND
LOCAL 118, COUNCIL 25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO
July 1, 1996 through June 30, 1999

PREAMBLE

This Agreement entered into by the Board of Education of the Livonia Public Schools School District, 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

ARTICLE I (Cont'd)

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 - UNION SECURITY

Section 1. Agency Shop

- A. All employees who are members of the Union on the effective date of this Agreement shall remain members for the duration of this Agreement.
- B. Employees who are not members of the Union on the effective date of this Agreement shall, as a condition of employment, either join the Union or pay to the Union a monthly service fee established by the Union and shall do so within thirty (30) days of the signing of this Agreement. Employees who fail to comply with these requirements shall be discharged by the employer within thirty (30) days after receipt of written notice from the Union of non-compliance.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit shall, as a condition of employment, become members of the Union or pay a monthly service fee established by the Union within thirty (30) days of their hiring, rehiring, reinstatement or transfer into the unit. Employees who fail to comply with these requirements shall be discharged by the employer within thirty (30) days after receipt of written notice from the Union of non-compliance.

ARTICLE II (Cont'd)

Section 2. Union Dues Checkoff

- A. The Employer agrees to deduct Union membership dues and initiation fees or service fees (established by the Union) from non-members once each month. Deductions shall be made from the pay of those having signed or those who may sign authorization cards or forms. Individual authorization forms shall be furnished by the Union and, when executed, filed by it with the appropriate district office. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the tenth (10th) of the succeeding month after deductions are made.
- B. All payroll deductions or changes in deductions shall be supported by signed employee authorization slips.
- C. Union dues deduction changes and special assessments authorized by a vote of the Union membership shall be made upon written request of the Union President.
- D. No deductions from an employee's pay shall be made without his/her advance notice.
- E. Termination notices of employee authorized deductions shall be submitted in writing at least fifteen (15) days in advance of the effective date for which deductions are to be discontinued. A copy of an authorization to stop Union dues deductions shall be forwarded to the Union Treasurer within ten (10) days of its receipt by the Accounting Department.
- F. The Employer shall notify the Union Treasurer of the names and departments of all new hires, rehires, transfers or terminations of bargaining unit employees. The Personnel Office shall present

ARTICLE II (Cont'd)

to each new hire, rehire authorization forms at the time of hiring and the Payroll Department shall commence deductions of all authorized dues or service fees thirty (30) days after signing of the forms.

Section 3. Save Harmless Clause

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

ARTICLE III - 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 IV - MANAGEMENT RIGHTS CLAUSE

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

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

ARTICLE IV (Cont'd)

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.

ARTICLE IV (Cont'd)

- J. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria and not in conflict with this Agreement.
- K. Nothing in this Agreement shall limit in any way the right of supervisors to perform production and maintenance work in a training, supervisory, instructional, or emergency capacity as they have in the past.

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

ARTICLE V- 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 Operations (or Business Manager) 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. Food services (two)

There shall be one (1) steward for each of the above areas and, in addition, the Committee person or Union

ARTICLE V (Cont'd)

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 Labor Relations 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.

ARTICLE V (Cont'd)

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 present composition of the bargaining unit, plus Council and/or International 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 consider 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 VI - 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 work days 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

ARTICLE VI (Cont'd)

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. Director of Operations

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 Director of Operations. The written grievance must be received by the Director of Operations within five (5) days after the answer is given or is due by the line supervisor.

The Director of Operations, 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 Director of Operations, or other representative of the District, shall submit his/her written answer

ARTICLE VI (Cont'd)

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 VI (Cont'd)

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

ARTICLE VI (Cont'd)

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 VII - 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.

ARTICLE VII (Cont'd

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 VIII - SENIORITY - PROBATIONARY EMPLOYEES

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.

ARTICLE VIII (Cont'd)

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 re-issued upon reasonable request.

Section 2-a. 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

ARTICLE VIII (Cont'd)

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, stewards, and to the Local Union officers, 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.

ARTICLE VIII (Cont'd)

- 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 one (1) 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 IX - LAYOFF AND RECALL

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

ARTICLE IX (Cont'd)

- A. 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.
- B. 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
Building Services Leader
Grounds Leader
Garage/Mechanic Leader
Warehouse Leader
Roofer Leader

Class I

Plumber
Boiler/Heating
Air Conditioning
Electrician
Heavy Equip. Operator
A.V. Repair
Finish Carpenter
Carpenter
Painter
Mason
Mechanic
Roofer A

Class II

Apprentice

Class III

Semi-Skilled Medium
Equip. Operator
Roofer B
Warehouse

Class IV

Shipping & Receiving
Utility Man
Mechanic Helper

Class V

Mechanical Equipment
Operator, High School
IMC Processor

Class VI

Custodian

Class VII

Bus Driver
Substitute Bus Driver

ARTICLE IX (Cont'd)

Class VIII

Cook Baker I
Cook Baker II
Baker/Cook
Baker/Cook Helper
Kitchen Mgr.
Gen. Helper

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. The administration will attempt to place the surplus employee at the highest 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.) The employees displaced will be redlined* at their old rate of pay.
- C. 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.
- D. 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.
- E. Any employee facing layoff because of a normal cutback or lack of funds shall be given fourteen

ARTICLE IX (Cont'd)

(14) calendar days notice. Temporary adjustments (Section 5) shall be the exception.

- F. Employees who have been bumped from higher classifications 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.

Section 4. Recall

Employees who are on layoff because of cutbacks shall be recalled in inverse order of layoff. Employees shall stay on the recall list for the length of the contract or three (3) 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.

Employees who have been displaced and are in a lower classification shall have recall rights to their original classification for four (4) years or the length of service with Livonia Public Schools in that position, whichever is shorter.

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.

ARTICLE IX (Cont'd)

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.

ARTICLE X - 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. Postings shall be for at least five (5) working days. Employees seeking posted vacancies shall apply in writing with a copy to the Union committee person.
- B. Promotional or new job vacancies shall be filled by the seniority person applying who is qualified by training, experience, or ability. Final selection will be made by the department head involved.
- C. Exception to the above: Regular day custodial jobs (senior high receiving, middle school day custodian, and elementary day custodian) shall be filled by the senior person applying.
- D. Employees submitting applications for promotional positions, who are judged not qualified shall be

ARTICLE X (Cont'd)

given the reasons in a conference with the Union representative, if requested.

- E. The successful bidder shall fill the job within twenty (20) calendar days after the date of the closing of the bid.
- F. 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 bargaining unit in accordance with (B) above.
- G. 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.
- H. 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.
- I. 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

ARTICLE X (Cont'd)

a form in triplicate, filing one (1) copy with the Operations Office and one (1) copy with the Union secretary. Employees desiring to have a transfer in location may file a written request with the 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 be effected. 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 the rate of the higher classification. 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.

ARTICLE XI - WORK PROVISIONS

The parties recognize that the decision of whether or not 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

ARTICLE XI (Cont'd)

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 XII - 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 work day 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. 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.

ARTICLE XII (Cont'd)

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.

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.

ARTICLE XII (Cont'd)

- 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, pool schedules, adult education, driver training, holiday building checks, etc. Weekend overtime will be posted by Wednesday.

ARTICLE XIII (Cont'd)

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.

ARTICLE XII (Cont'd)

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, 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.
- B. The above language applies only to the first two (2) days when all schools are closed. If all schools are closed any additional days, employees who are not required to work will not be paid. Twelve (12) month employees who are not able to report for work may use a personal business day or a vacation day to insure a full paycheck. When makeup days are scheduled, ten (10) month employees will receive their regular rate of pay.
- 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.

ARTICLE XII (Cont'd)

- 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 XIII - 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 a total of fifteen dollars (\$15) toward the cost of physical examinations needed for changes in classification that require a physical examination, and for the required transportation physical examination.
- C. The District will pay the total cost of any physical examinations specifically requested by management for the continued employment of the employee.

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:

ARTICLE XIII (Cont'd)

- 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

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

ARTICLE XIII (Cont'd)

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 XIV - 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 Personnel 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	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Independence Day
Christmas Day	Memorial Day

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"

ARTICLE XIV (Cont'd)

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

*...when at work and meet all requirements

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 XV - 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. Generally, vacations are to be taken during the time school is not in session, except when work loads are such that vacations have to be scheduled around peak work periods.
2. Any emergency deviation from this policy shall have to be approved by the employee's immediate supervisor and the Director of Operations, or his/her representative.
3. 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 Assistant Superintendent, it is to the best interest of the School District.

ARTICLE XV (Cont'd)

- 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.

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.

ARTICLE XV (Cont'd)

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.....	9.96 days
5 years of service.....	10.79 days
6 years of service.....	11.62 days
7 years of service.....	12.45 days
10 years of service/over.....	16.60 days

- A. These days will be paid days and not taken as time off work. Days will be paid during the Christmas and Easter vacation periods when the employee is not normally scheduled to work. 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 pro-rated 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.

ARTICLE XVI - INSURANCE

Section 1. Insurance Protection

- 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

ARTICLE XVI (Cont'd)

filing the proper authorization form, the payment of premiums in the amount hereinafter prescribed. Coverage will continue to be provided for up to thirty (30) calendar days after the employee has exhausted all accumulated sick days, personal business days and vacation days in their personal account. The employee must have requested an unpaid leave to qualify for this extended coverage. The above does not extend the payment of benefits beyond provision of the FMLA.

- B. Employees qualify for medical benefits under the following conditions:
1. Regular employees who have completed sixty (60) days of probation without benefits and who work twenty (20) to twenty-nine plus (29+) hours per week will qualify for single coverage at District expense. Those regular employees who have completed sixty (60) days of probation without benefits and who work thirty (30) or more hours per week will qualify for up to full family benefits.
 2. Individuals who qualify for only District paid single coverage may purchase family coverage by paying the difference through payroll deductions.
 3. Employees of Livonia Public Schools who were enrolled in the insurance benefit program in 1981-82 will be grandfathered for the life of this contract, and shall continue to qualify for full benefits as long as they work twenty (20) or more hours per week.
 4. Employees who were not enrolled in the insurance program during the 1981-82 school year, either because they did not qualify with the twenty (20) hours per week or chose not to belong, shall be governed by the qualification language above.
- C. Employees who qualify under B above may take advantage of a choice of one (1) of the two (2) following plans of health care and life insurance:

ARTICLE XVI (Cont'd)

Plan I

1. The District shall contribute one hundred percent (100%) toward the payment of monthly premiums for no less than the current hospitalization insurance benefits of full time employees who qualify under B above.
2. The District shall contribute full premiums to provide life insurance of \$30,000.
3. The District shall contribute full premiums to provide dependent life insurance of \$5,000 for a spouse and \$2,500 for each dependent child.
4. The District will provide income protection up to \$100/week depending upon annual salary. Coverage begins on the eighth (8th) day of illness.
5. A prescription drug rider with a \$3.00 co-pay.
6. The FAE rider providing usual, reasonable, and customary coverage for emergency room physician's costs.
7. The hospice care rider.
8. Effective July 1, 1997, a routine mammogram rider (RM) with frequency limitations of one baseline screening between ages 35 and 40, and annual visits for members 40 and over, along with any other coverages outlined in the rider.
9. Effective July 1, 1997, prostate specific antigen (PSA) test coverage for members who are age 40 or older, along with any other coverage outlined in the policy.

Plan II

The District shall contribute full premiums to provide term life insurance of \$45,000 for the

ARTICLE XVI (Cont'd)

employee, \$5,000 for the spouse, and \$2,500 for each dependent child.

Section 2. Dental Insurance Plan

The District will pay the premiums and provide to each employee a family dental plan. To qualify for the dental plan, employees must meet the conditions as stated in Section 1-B above which includes the grandfather clause.

This plan will provide the following defined benefits for the life of this Agreement and consist of a benefit level of 80 percent Class I, and 80 percent Class II. Orthodontic services are specifically described below.

Contributions shall begin, in the case of new enrollees, at the beginning of the insurance month immediately following the time they begin their duties, provided, however, the employees submit the necessary application documents. Coverage will terminate at the expiration of the contract. Benefits are defined as follows:

1. Class I--Basic Dental Services--to include basic identical services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations preventative treatment (primarily prophylaxis and topical fluoride treatment), fillings, necessary gold crowns, jackets and fillings, oral surgery (primarily extractions), endodontic and periodontic services.
2. Class II--Prosthodontic Services--bridges, partial and complete dentures.
3. Class III--Orthodontic Services--This coverage will include Class III benefits for eligible dependent children to age 19. The benefit is at the 80 percent co-pay level with a dollar benefit life-time limit of \$800 per eligible dependent.

ARTICLE XVI (Cont'd)

Section 3. Family Vision Care Plan

Subject to the provision in Section 1-B, including the grandfathering, the District will provide a vision care package as follows:

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

Examinations, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses or contact lenses) will be provided once in a 12-month policy year for each eligible member of the family. This program will be the standard program subject to the normal restrictions of the carrier.

Section 4. 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 5. 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 6. Workers' Compensation

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

ARTICLE XVI (Cont'd)

Section 7. 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 8. 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 XVII - 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.

ARTICLE XVII (Cont'd)

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 inservice needs, including extension courses, study groups, special conferences, demonstrations and a joint Safety Committee.
- C. In an effort to improve skills in employee-employer relations, the Union and School District will develop an inservice 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 inservice 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.
- D. 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

ARTICLE XVII (Cont'd)

will be reimbursed on a first-come, first-served basis subject to the following:

1. Obtain written approval from the Assistant Superintendent for Administrative Services 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 School District shall continue its practice of providing each employee (regular) with a uniform allowance. This allowance is to be used by the employee to purchase pants, shirts, shoes or jackets, according to the needs of the particular department. Garage employees will continue their uniform arrangement as in the past.

ARTICLE XVII (Cont'd)

1. Probationary employees will not receive the uniform allowance until their probationary period has been successfully completed.
 2. Uniform payments for twelve (12) month employees will be made by August 31 of the work year.
 3. Uniform payments for lunch personnel shall be made by October 31 of the work year.
- B. AFSCME members under this contract will receive uniform allowance payments as follows: \$275 for 1996-97, \$300 for 1997-98, and \$325 for 1998-99.
- C. Newly hired employees will receive the full allowance provided that their first day of work is before January 1st of the school year. Those new hires who report for work after January 1st will receive one-half (1/2) of the allowance.
- D. Employees shall be required to wear the appropriate uniforms or will face disciplinary action.

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

1. Credit Union
2. U.S. Savings Bonds
3. Union Dues
4. Service Charge
5. Optional Insurance Coverage
6. 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.

ARTICLE XVII (Cont'd)

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.

ARTICLE XVIII - 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.

ARTICLE XVIII (Cont'd)

- 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 five (5) or more consecutive days of illness, or if in the sole judgement 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 days may apply to illness in the immediate family, not to exceed five (5) days per year.
- G. Employees shall be given an accounting of their accumulated sick days annually.
- H. 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. Three (3) 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.
- I. Funeral Leave: Each full time and part time regular employee shall be entitled to leave with pay in the following cases without charge to his/her sick or emergency or personal business leave:

Death in the immediate family of the employee and/or spouse for a period up to five (5) days, if

ARTICLE XVIII (Cont'd)

necessary. Immediate family shall mean mother, father, brother, sister, child, wife or husband, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild, grandparents, or any person in loco parentis.

- J. 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

ARTICLE XVIII (Cont'd)

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

ARTICLE XVIII (Cont'd)

testimony is to the effect that further sick leave would aid recovery, additional leave may be granted.

Section 6. The employee, at his/her option may select a leave of absence under the contract leave language or the Family Medical Leave Act provision as illustrated in Appendix H.

To qualify for a leave under the FMLA an employee must have worked for the district for a total of 1250 hours or more during the previous twelve month period.

Failure of an employee to apply in writing for either leave will authorize the DISTRICT at its option to place the employee on unpaid leave or terminate employment under Article VIII, Section 3.

ARTICLE XIX - COMPENSATION

Section 1. Wages

- A. Wages for the contract period will be shown in Appendix A through D.
- B. Each member of the unit who has, prior to September 1st of each year, completed fifteen (15) years or more as an AFSCME bargaining unit member shall receive a check during the month of November. This check shall be \$900 for twelve (12) month employees and \$650 for less than twelve (12) month employees. Any individual who works less than a full year for any reason shall have the amount prorated from his/her AFSCME anniversary date. The longevity payment is an annual payment for each year of the contract and is retroactive to July 1, 1996.
- C. For 12 month employees having completed 20 or more years of service the payment shall be \$1,000. For 10 month employees having completed 20 or more

ARTICLE XIX (Cont'd)

years of service the payment shall be \$700. The longevity payment is an annual payment for each year of the contract and is retroactive to July 1, 1996.

- D. For 12 month employees having completed 30 or more years of service the payment shall be \$1,100. For 10 month employees having completed 30 or more years of service the payment shall be \$1,000. The longevity payment is an annual payment for each year of the contract and is effective July 1, 1997.
- E. Beginning July 1, 1997, 12 month employees having completed 10 years of service by September 1st will receive a one-time payment in the amount of \$400. For 10 month employees the one-time payment shall be \$275.

For 1996-97 only, this payment will be made on a one-time basis to any member having completed 10 years of service (but less than 15 years) as of September 1, 1996.

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. 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.

ARTICLE XIX (Cont'd)

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. 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/her estate shall be eligible for such retirement pay.
- D. In the event of extenuating circumstances, the District may, by special action, waive any or all of the preceding qualifications.

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.

ARTICLE XIX (Cont'd)

B. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the District.

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 XX - 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 judgement 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

ARTICLE XX (Cont'd)

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.

ARTICLE XXI - RETROACTIVITY

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

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of March 17, 1997 and shall remain in full force and effect until June 30, 1999.

This 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 it desires to modify this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands this 17th day of March 1997.

For the Union

For the District

Michael E. Keller
President

Stephan F. Chulow
President

Marcia Wacker

Leanne L. Nay
Secretary

**APPENDIX A
CUSTODIAL SALARY SCHEDULE
1996-97 THRU 1998-99**

	<u>Year</u>	<u>Begin</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>
Custodians	1996-97	12.64	13.04	13.34	13.67	14.17	14.53	15.02
	1997-98	12.89	13.30	13.61	13.94	14.45	14.82	15.32
	1998-99	13.02	13.43	13.75	14.08	14.59	14.97	15.47
IMC Matr'l Processor	1996-97	12.80	13.20	13.47	13.83	14.31	14.70	15.18
	1997-98	13.06	13.46	13.74	14.11	14.60	14.99	15.48
	1998-99	13.19	13.59	13.88	14.25	14.75	15.14	15.63
S.H. Equip Operator	1996-97	13.04	13.34	13.67	14.01	14.53	14.83	15.37
	1997-98	13.30	13.61	13.94	14.29	14.82	15.13	15.68
	1998-99	13.43	13.75	14.08	14.43	14.97	15.28	15.84
Warehouse Persons	1996-97	14.17	14.62	14.83	15.21	15.37	16.02	16.56
	1997-98	14.45	14.91	15.13	15.51	15.68	16.34	16.89
	1998-99	14.60	15.06	15.28	15.67	15.84	16.50	17.06
Warehouse Leader	1996-97	18.11	18.43	18.84	19.13	19.66	20.07	20.51
	1997-98	18.47	18.80	19.22	19.51	20.05	20.47	20.92
	1998-99	18.65	18.99	19.41	19.71	20.25	20.67	21.13

Head Shipper & Head Receiver: Warehouse rate plus \$.60 per hour

Note: A \$.15 premium is given for 2nd shift work (effective 7/1/96)
 A \$.20 premium is given for 3rd shift work (effective 7/1/96)
 A \$.15 premium is given for 4th shift work/Tues-Sat A.M.
 A \$.25 premium is given for 4th shift work/Tues-Sat P.M.

- RATES SUBJECT TO VERIFICATION -

**APPENDIX B
MAINTENANCE SALARY SCHEDULE
1996-97 THRU 1998-99**

	<u>Year</u>	<u>Begin</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>
Leader	1996-97	18.11	18.43	18.84	19.13	19.66	20.07	20.51
	1997-98	18.47	18.80	19.22	19.51	20.05	20.47	20.92
	1998-99	18.65	18.99	19.41	19.71	20.25	20.67	21.13
Class I	1996-97	16.96	17.31	17.69	17.98	18.54	18.84	19.31
	1997-98	17.30	17.66	18.04	18.34	18.91	19.22	19.70
	1998-99	17.47	17.84	18.22	18.52	19.10	19.41	19.90
Class II	1996-97	14.71	15.04	15.36	15.71	16.16	16.52	17.03
	1997-98	15.00	15.34	15.67	16.02	16.48	16.85	17.37
	1998-99	15.15	15.49	15.83	16.18	16.64	17.02	17.54
Class III	1996-97	14.17	14.62	14.83	15.21	15.37	16.02	16.56
	1997-98	14.45	14.91	15.13	15.51	15.68	16.34	16.89
	1998-99	14.59	15.06	15.28	15.67	15.84	16.50	17.06
Class IV	1996-97	13.52	13.84	14.15	14.61	15.02	15.38	15.82
	1997-98	13.79	14.12	14.43	14.90	15.32	15.69	16.14
	1998-99	13.93	14.26	14.57	15.05	15.47	15.85	16.30

<u>Class I</u>	<u>Class II</u>
Plumber	Apprentice
Boiler/Heating	
Air Conditioning	
Electrician	
Heavy Equipment Oper.	
Roofer (A)	
<u>Class III</u>	<u>Class IV</u>
Semi-skilled	Utility Man
Medium Equipment Operator	
Roofer (B)	

- RATES SUBJECT TO VERIFICATION -

APPENDIX C
BUS DRIVERS AND MECHANICS SALARY SCHEDULE
1996-97 THRU 1998-99

	<u>Year</u>	<u>Begin</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>
Drivers	1996-97	12.11	12.48	12.80	13.00	13.34	13.65	13.93
	1997-98	12.35	12.73	13.06	13.26	13.61	13.92	14.21
	1998-99	12.47	12.86	13.19	13.39	13.75	14.06	14.35
Garage Leader*	1996-97	17.10	17.43	17.85	18.10	18.58	18.97	19.39
	1997-98	17.44	17.78	18.21	18.46	18.95	19.35	19.78
	1998-99	17.61	17.96	18.39	18.64	19.14	19.54	19.98
Mechanics**	1996-97	16.95	17.26	17.63	17.99	18.43	18.79	19.31
	1997-98	17.29	17.61	17.98	18.35	18.80	19.17	19.70
	1998-99	17.46	17.79	18.16	18.53	18.99	19.36	19.90
Mechanic Helper	1996-97	13.52	13.84	14.15	14.61	15.02	15.38	15.82
	1997-98	13.79	14.12	14.43	14.90	15.32	15.69	16.14
	1998-99	13.93	14.26	14.57	15.05	15.47	15.85	16.30
Utility Driver	1996-97	9.71						
	1997-98	9.90						
	1998-99	10.00						

*Hourly rate plus \$.30 per hour

**New rate for Mechanics effective 7/1/96.

Note: Classified special education drivers - hourly rate plus \$.10 per hour.

- RATES SUBJECT TO VERIFICATION -

APPENDIX D
FOOD SERVICE EMPLOYEES' SALARY SCHEDULE
1996-97 THRU 1998-99

	<u>Year</u>	<u>Begin</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>
Cook	1996-97	10.79	11.22	11.47	11.72	12.07	12.39	12.69
Baker I	1997-98	11.01	11.44	11.70	11.95	12.31	12.64	12.94
	1998-99	11.12	11.55	11.82	12.07	12.43	12.77	13.07
Cook	1996-97	9.76	10.19	10.43	10.66	11.00	11.36	11.63
Baker II	1997-98	9.96	10.39	10.64	10.87	11.22	11.59	11.86
	1998-99	10.06	10.49	10.75	10.98	11.33	11.71	11.98
Baker	1996-97	9.59	10.01	10.32	10.55	10.87	11.20	11.47
Cook	1997-98	9.78	10.21	10.53	10.76	11.09	11.42	11.70
	1998-99	9.88	10.31	10.64	10.87	11.20	11.53	11.82
Cook Baker	1996-97	9.43	10.00	10.19	10.35	10.50	10.82	11.15
Helper	1997-98	9.62	10.20	10.39	10.56	10.71	11.04	11.37
	1998-99	9.72	10.30	10.49	10.67	10.82	11.15	11.48
Gen. Hlpr/	1996-97	9.11	9.64	9.82	10.00	10.19	10.50	10.82
Kit. Mgr.	1997-98	9.29	9.83	10.02	10.20	10.39	10.71	11.04
KIT MGR.	1998-99	9.38	9.93	10.12	10.30	10.49	10.82	11.15
THRU 6/30/97								
KIT. MGR.	1997-98	9.55	10.09	10.27	10.46	10.65	10.97	11.29
(EFF.	1998-99	9.65	10.19	10.37	10.56	10.76	11.08	11.40
7/1/97)								
*New Rate	1996-97	6.37	6.54	6.86	7.19	7.53	7.85	8.18
Gen. Hlpr/	1997-98	6.50	6.67	7.00	7.33	7.68	8.01	8.34
Kit. Mgr.	1998-99	6.57	6.74	7.07	7.40	7.76	8.09	8.42
KIT MGR.								
THRU 6/30/97								
*New Rate	1997-98	6.75	6.93	7.25	7.59	7.94	8.26	8.60
KIT. MGR.	1998-99	6.82	7.00	7.32	7.67	8.02	8.34	8.69
(EFF. 7/1/97)								

*New Rate for General Helper/Kitchen Managers hired after March 1, 1986. Beginning their sixth year, General Helpers will advance to the beginning step of the regular General Helper rate.

Cook Baker I - Head cook who supervises nine or more employees in the kitchen.

Cook Baker Helper - Will be used in the middle and senior high schools.

- RATES SUBJECT TO VERIFICATION -

**APPENDIX E
SPECIAL PROVISIONS
BUS DRIVERS**

Transportation driver employees 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 for summer work. 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 or work and have been given summer runs or work 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 work and summer trips shall be assigned by seniority among drivers requesting summer runs. All summer runs will be four (4) 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

APPENDIX E (Cont'd)

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. The Transportation Department will examine the possibility of using drivers who are on a forced personal leave for non-driving work in the department.

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. Add-ons are runs that are not run consecutively with the basic run and will be paid at a one and one-half (1-1/2) hour minimum or actual running time, whichever is greater. 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 gas 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 gas.
- D. That portion of a driver's run vacated because of a trip will be offered to the regular drivers who have signed the sign-up sheet.
- E. When there is one-half (1/2) hour or less between runs, 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

APPENDIX E (Cont'd)

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 one and one-half (1-1/2) hours minimum or actual running time, whichever is greater.
- I. A driver that performs his/her own early out run, shall be paid one (1) hour minimum or actual running time, whichever is greater.
- 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. A basic run consists of an AM and PM run. Add-ons are runs that are not run consecutively with basic runs.
- B. The employer guarantees, whenever possible, the same run and hours (schools and programs) the driver left in June. There will be a bid once a year during the week of October 15, on runs and add-ons. (If guarantee is not possible, we resume the two-bid system with the first bid in August and a second bid in October. Should changes be so severe that a two bid system is necessitated the parties will meet and jointly set the guidelines.)
- C. Generally, drivers will be paid assigned running time. The exception will be that the thirty-five (35) high hour runs, including the basic run and

APPENDIX E (Cont'd)

add-ons, will be paid eight (8) hours per day. The week of October 15 of each year there will be a bid meeting with all drivers. The top thirty-five (35) designated eight (8) hour runs must include a non-consecutive add-on or a late night activity run.

The drivers will choose the basic runs and add-ons by seniority. The thirty-five (35) runs with the most assigned hours will be paid for a full eight (8) hours. (In the event that runs are the same hours and the number of eight (8) hour runs would exceed thirty-five (35), only the thirty-five (35) runs with the most senior drivers shall receive the eight (8) hours.) Any driver being paid for time not driven; i.e., eight (8) hour drivers and/or other drivers who have lost part of a run, shall be available for assigned work.

Drivers who owe time must remain on the premises for the full time they owe. The supervisor of transportation will designate the A.M. or P.M. time these drivers are to be on the premises.

Any driver who owes time and does not remain on the premises will be docked. The supervisor will attempt to rotate the extra duty assignments. The extra duty assignments will be reasonable requests.

Assigned work will be without extra compensation. Uncompensated work will be completed by 6:01 P.M. Assigned work that goes beyond 6:01 P.M. will be compensated according to the master agreement.

- 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 continue their bid hours through the last day of school. In the event that the District reduces run time, management reserves the right to assign <new> equal hours work to those drivers

APPENDIX E (Cont'd)

without going through the posting procedure in Section 3-D. Drivers affected by this Section can be assigned extra work on a daily basis equal to the hours lost and being paid for.

- F. 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 onto a run that is vacated and can become their own or on a run that can increase their time by the required hours.

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 of a trip 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.)

APPENDIX E (Cont'd)

- 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, starting with the top senior driver each school year, with all hours being posted to the trip board. 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 twenty-five (25) miles 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. There shall be no paybacks for trips.

APPENDIX E (Cont'd)

- K. Any trip posted later than 3:00 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 3:00 PM on Friday.
- L. 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.
- M. Drivers will be allowed to clock through if a trip begins or ends within one-half (1/2) hour of their run time.
- N. Field trip requests coming in after 3:00 PM for that day or the next day, as well as driver refusals after being assigned, will be considered unscheduled work.
- O. 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.
- P. Field trips during holiday periods, when Livonia Public Schools are not in session (during the regular school year), will be assigned to the lowest hour driver on the sign up sheet. Those hours will be charged on the trip board.

APPENDIX E (Cont'd)

Holidays shall be defined for this purpose as:

Thanksgiving	Christmas
Memorial Day Weekend	Mid-Winter Recess
Easter Recess	

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 the memorandum from C. R. Ritter dated April 17, 1991 (See 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 two (2) hours or more per week will be awarded the complete run. If the regular driver returns during the school year, he/she returns to his/her run. The regular drivers removed from these runs revert back to their own runs.

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.

- C. 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.

APPENDIX E (Cont'd)

Section 6. Miscellaneous

- A. All buses shall be cleaned thoroughly inside and out at least once each year, if possible.
- 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 busses 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.

ADDENDUM A

LIVONIA PUBLIC SCHOOLS
Office of the Assistant Director of Operations

Memorandum

DATE: April 17, 1991
TO: Steve Woodworth, Transportation Supervisor
FROM: Charles R. Ritter
SUBJECT: HOURS PAID FOR SPLIT DRIVER'S SCHEDULE

M. Flower, Susan Matero, Marianne Holland, Kathy Lyman, and I, met today to discuss how drivers on split schedules are paid. Starting on the 22nd of April, all drivers will be paid a basic pay based on actual daily hours worked.

Example:

M T W Th F
 $\frac{6-3/4}{8}$ $\frac{8}{8}$ $\frac{6-3/4}{8}$ $\frac{8}{8}$ $\frac{6-3/4}{8}$ = (bid hours) = 36-1/4 hrs.

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 Monday, Wednesday, or Friday, sick day, 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 written for Kathy that 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, to calculate sick time earned for the month.

CRR/alh
TRANPAY.MEM

c: M. Flower
K. Lyman
R. Williams

**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. A total re-bid by classification will be held within two weeks of ratification of this agreement by the Board of Education.
- B. Subsequent to the re-bid any job during the year that increases or decreases by 15 minutes or more will be posted.
- C. Each month, the food service director 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.

APPENDIX F (Cont'd)

D. 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.

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.

E. Authorization shall be granted by the principal or food service supervisor, if additional time is required to complete the necessary clean-up, because of extenuating circumstances.

F. 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.

G. Summer jobs vacated because of vacation or illness shall be filled according to classification and seniority.

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, all new jobs, vacated jobs, or jobs that change 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

APPENDIX F (Cont'd)

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.

- B. 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.
- C. 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 call-back will be paid at time and one-half (1-1/2).
- D. Double time will be paid on all hours worked on Sunday and holidays.
- E. Call-in time for regular full time employees for emergency or special events shall receive a minimum of three (3) hours.
- F. Extra hours shall be awarded by seniority and equalized within buildings. Thereafter, extra hours shall be offered by seniority district-wide.
- G. All posted positions will be permanent positions.

APPENDIX F (Cont'd)

Section 4. Leaves

- A. For cooks working less than forty (40) hours per week, benefits will be determined by the number of hours employees are scheduled to work on the first regular working day of each month, the hours will accumulate to an unlimited amount payable at the current rate of the employee.
- B. Employees in the Food Service Department who are absent because of illness or injury for at least twenty (20) work days or will be absent will have their jobs posted immediately for five (5) work days 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.
- C. 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

APPENDIX F (Cont'd)

building, three (3) persons from Central Kitchen, and elementary "at supervisor's discretion" to be off at the same time.

APPENDIX G
SUBSTITUTE BUS DRIVERS

Section 1. Recognition

- A. The Livonia Public Schools School District recognizes AFSCME Local 118 as the sole and exclusive bargaining agent of the substitute bus drivers, hereafter known and referred to as "utility drivers".
- B. The utility drivers are expressly excluded from all Articles and Sections of the Master Agreement except when the Article and/or Section is expressly identified in this Appendix.
- C. Union Security
Utility drivers are subject to the conditions in Article II, Section 1, Agency Shop; Section 2, Union Dues Checkoff; and Section 3, Save Harmless Clause.
- D. Management Rights Clause
Article IV is also incorporated in this Appendix.
- E. Utility drivers are 'at will' employees for the first 181 working days of employment with the District.
- F. 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.
- G. Utility drivers who have worked for the District for 181 days and who are selected for a regular run shall qualify for benefits under the benefit provisions immediately. Utility drivers with less than 181 days that are selected for a regular run shall qualify for benefits under the benefit provisions after 30 working days on a regular run

APPENDIX G (Cont'd)

or the completion of 181 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.

- H. Seniority of utility drivers shall be based on days worked and not date of hire.
- I. Utility drivers shall report at 6:30 AM and be assigned by seniority.
- J. Standby for utility drivers shall be two (2) hours in the A.M. and one (1) hour in the P.M.
- K. Utility drivers shall be selected for regular runs in seniority order.
- L. Utility drivers shall be subject to the just cause standard for discipline after 181 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.
- M. 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.

APPENDIX H
FAMILY MEDICAL LEAVE ACT

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the DISTRICT 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 an FMLA leave must provide the Assistant Superintendent for Personnel at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

APPENDIX H (Cont'd)

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.

APPENDIX H (Cont'd)

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

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

- 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.

LETTER OF AGREEMENT

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

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.

LETTER OF AGREEMENT

Drivers who are guaranteed eight (8) hours and four (4) hour minimums will not have a trip pay-back if their basic run and non-consecutive add-on totals more than 449 minutes for an eight (8) hour guarantee or 209 minutes for a four (4) hour guarantee.

LETTER OF UNDERSTANDING

It has been agreed by and between AFSCME Local 118 and the DISTRICT that the provision of the Master Agreement, Appendix F, Special Provisions, Food Service Workers, has been modified.

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.

LETTER OF UNDERSTANDING

I. APPRENTICESHIP PROGRAM

The parties agree to collaborate in setting up an apprentice program for Livonia Public Schools. The parties will study other apprentice programs in the private and public sectors. The goal will be to try to have a pilot apprentice program in place for the 1997-98 school year. The parties recognize that it would be beneficial to have current employees improve their skills and training through an apprenticeship in the District. A joint committee of union members and administrators will be responsible for recommending a pilot program to the superintendent.

II. SPECIAL CERTIFICATES AND LICENSES

The parties agree to review all current positions in the bargaining unit to determine in which positions additional certification and/or advance licenses are available and would be beneficial to the District. This study of positions would include cost to obtain additional certificates/licenses, length of time involved, degree of difficulty, and overall benefit to the position. Once the study is completed and presented to the superintendent, the parties will meet to consider what type of additional compensation, if any, is appropriate to support and encourage employees to obtain additional certificates and licenses.

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.

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