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Professional Agreement
between the

Livonia Public Schools
School District

and the

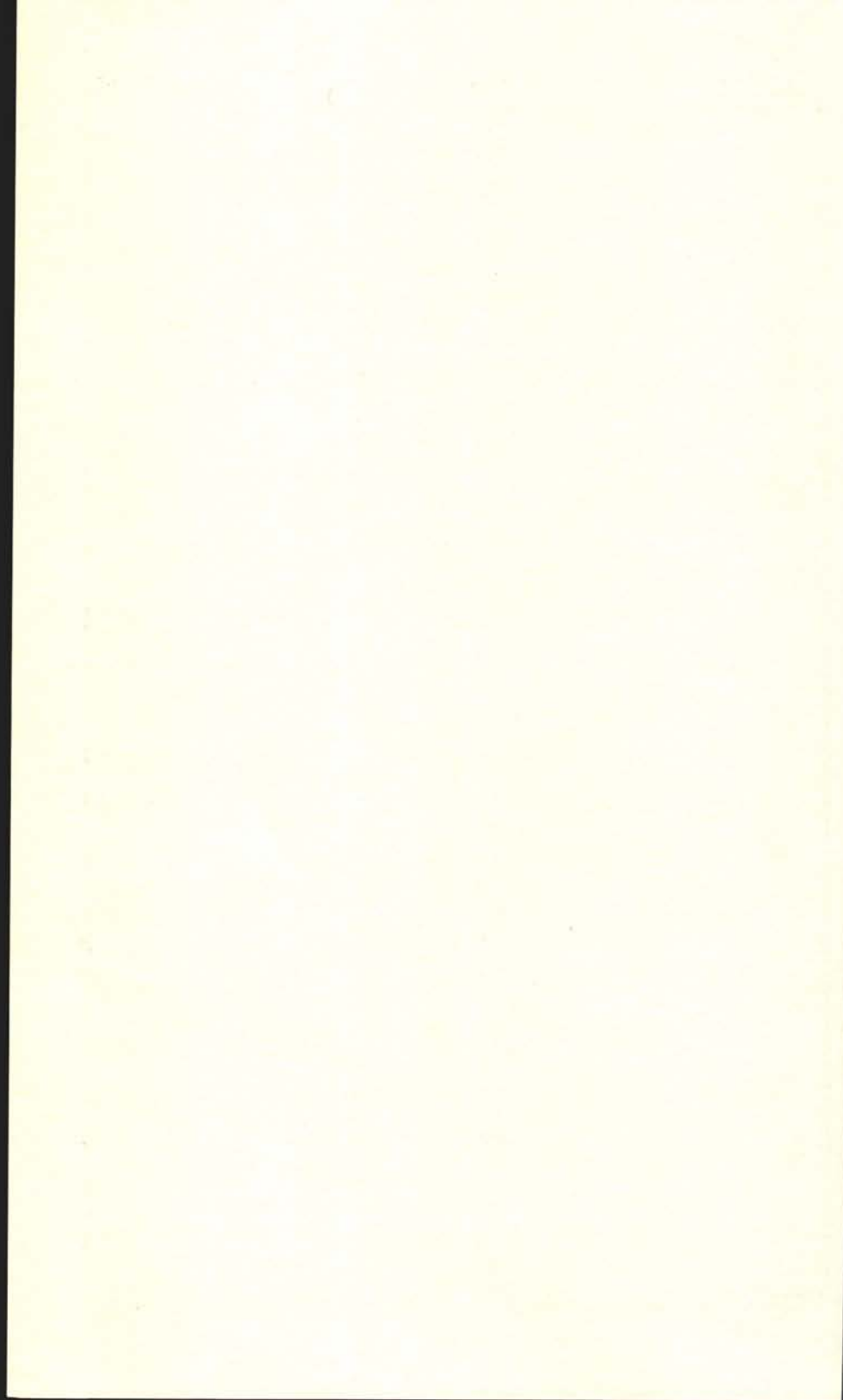
Livonia Paraprofessionals'
Association



July 1, 1999 through
June 30, 2003

Livonia Public Schools

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PROFESSIONAL AGREEMENT
BETWEEN THE
LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT
AND THE
LIVONIA PARAPROFESSIONALS'
ASSOCIATION

July 1, 1999 through June 30, 2003

Contents

ARTICLE I - RECOGNITION	5
ARTICLE II - ASSOCIATION SECURITY	6
ARTICLE III - DEFINITIONS	7
ARTICLE IV - MANAGEMENT RIGHTS CLAUSE	8
ARTICLE V - ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES	10
ARTICLE VI - PHYSICAL AND X-RAY EXAMINATIONS	14
ARTICLE VII - SENIORITY	14
ARTICLE VIII - GENERAL QUALIFICATIONS	16
ARTICLE IX - DISCIPLINE AND DISCHARGE	16
ARTICLE X - HOLIDAY LEAVE	17
ARTICLE XI - VACATION SCHEDULE	18
ARTICLE XII - EMPLOYEE ABSENCES AND LEAVES	19
ARTICLE XIII - INSURANCE	24
ARTICLE XIV - FILLING VACANCIES	27
ARTICLE XV - CREATION OF NEW POSITIONS	29
ARTICLE XVI - WORKING CONDITIONS	30
ARTICLE XVII - INCLEMENT WEATHER	30
ARTICLE XVIII - GRIEVANCE PROCEDURE	31
ARTICLE XIX - PROBATION	34
ARTICLE XX - REDUCTION IN FORCE/RECALL	34
ARTICLE XXI - TERMINATION OF EMPLOYMENT	37
ARTICLE XXII - PROFESSIONAL GROWTH ON THE JOB	37
ARTICLE XXIII - WORK SCHEDULE	38
ARTICLE XXIV - RETIREMENT	42
ARTICLE XXV - EVALUATIONS	43
ARTICLE XXVI - PAYROLL	43
ARTICLE XXVII - MISCELLANEOUS PROVISIONS	44
ARTICLE XXVIII - NO STRIKE CLAUSE	47
ARTICLE XXIX - DURATION OF AGREEMENT	48
APPENDIX A - WAGES	49
APPENDIX B	50
APPENDIX C	51
LETTER OF AGREEMENT	52
INDEX	54

**PROFESSIONAL AGREEMENT
BETWEEN THE
LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT
AND THE
LIVONIA PARAPROFESSIONALS' ASSOCIATION**

ARTICLE I - RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all full-time and regular part-time paraprofessionals employed by Livonia Public Schools, but excluding supervisors, vocational paraprofessionals, lunchroom monitors, and all other employees not included above.

ARTICLE II - ASSOCIATION SECURITY

Section A. Agency Shop

Each employee who, on the effective date of the Agreement, is a member of the Association may authorize dues deductions for the length of this contract. Each employee hired on or after the execution of this Agreement shall be bound by the same dues requirements. Any employee who is not an Association member and who does not make application for membership shall, as a condition of employment, pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount determined by the Association, or in the alternative, a court of competent jurisdiction. In no event shall the representation (service) fee be greater than the dues of the Association.

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

**MCLA 408.477; MSA 17.277(7)*

Section B. Association Dues Checkoff

The District agrees to deduct the Association membership initiation fee, or service charge to non-members, and once each month, dues from the pay of those employees who individually request in writing that such deductions be made (or see Section A. of this Article). Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the District's Business Office. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the tenth (10th) of the succeeding month after such deductions are made.

Section C. Save Harmless Clause

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

ARTICLE III - DEFINITIONS

Section A.

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

Section B.

Whenever the term "Association" is used, it shall mean the Livonia Paraprofessionals' Association, Michigan Education Association-National Education Association (MEA-NEA) and shall include its designee upon whom the Association has conferred authority to act in its place and stead.

Section C.

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

Section D.

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

Section E.

Whenever the term "Assistant Superintendent" is used, it shall mean the Assistant Superintendent in charge of personnel covered by this Agreement.

Section F.

Whenever the term "immediate supervisor" is used, it shall mean the administrator or supervisor in charge of the work location or functional division or group.

Section G.

Whenever the term "Association representative(s)" is used, it shall mean the person(s) designated by the Association to represent an individual or group of employees.

Section H.

Instructional Paraprofessional shall mean those paraprofessionals working with a certificated person in a classroom setting, including Early Childhood, Chapter One (1), bi-lingual, middle school non-special education, etc.

Section I.

Special Education Paraprofessional shall mean those paraprofessionals who are assigned to work with special education students, including transportation.

Section J.

Non-Instructional Paraprofessional shall mean those paraprofessionals working as building control and/or parking lot paraprofessionals.

Section K.

Media Center/Technology Paraprofessional shall mean those paraprofessionals who have media center/technology assignments.

Section L.

Whenever the term "full-time employee" is used it shall mean those paraprofessionals who work six (6) hours or more per day.

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 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 right to establish, modify, or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.

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

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

ARTICLE V - ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section A.

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

Section B.

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

Section C.

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

Section D.

The Association shall receive a semi-monthly report of all employees covered under this Agreement stating: name, place of assignment, seniority date and classification.

Section E.

When necessary to process grievances as outlined in Article XVIII, bargaining unit members involved shall not lose time or pay when such meetings are scheduled during working hours. For the purpose of handling grievances as outlined in Article XVIII, the employee shall select the Association representative of their choice.

Section F.

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times provided that it shall not interfere with nor interrupt normal school operations.

Section G.

Employees who wish to leave their buildings during working hours must follow building policies.

Section H.

Employees will be expected to remain on duty as long as needed in the event of an emergency situation as determined by the building supervisor or his designee. The employee will be paid at the appropriate rate for all emergency duty.

Section I.

Throughout their workday, employees will assume an active role in supervising students.

Section J.

Employees are expected to follow the job-related direction of the staff member to whom the paraprofessional is assigned to support, and/or his/her immediate supervisor.

Section K.

When discipline or restraint of students is deemed appropriate, paraprofessionals shall follow directions established by the staff member to whom the paraprofessional is assigned to support and/or his/her immediate supervisor.

Section L.

Employees shall be informed about the appropriate school policy and laws regarding the administering of first aid and dispensing medicine.

Section M.

When an employee is unable to report to work on any given day, he/she shall contact the person designated for reporting absences as early as possible, but no later than sixty (60) minutes prior to his/her reporting time, and state the reason for his/her absence. In the event the employee knows that he/she will not be able to return to work the next day, he/she shall report this fact to his/her building supervisor, or the supervisor's designee, before 2:00 PM of the day of his/her absence. Failure to follow the above referenced call-in procedure without an excuse acceptable to the District shall mean that the absence shall be unauthorized and the employee shall not be paid for that day.

Section N.

Employees recognize that absenteeism or tardiness shall be avoided whenever possible and may be grounds for disciplinary action.

Section O.

A paraprofessional taking a job with Livonia Public Schools outside of the unit, and outside of any other Livonia Public Schools bargaining unit, may retain recall rights as a paraprofessional if he/she continues to pay dues.

A member wishing to return to the paraprofessional unit may return at the beginning of the school year providing he/she gives notice by June 30 prior to the September he/she wishes to return.

A member who wishes to return during the school year must return to a clear vacancy and must have the approval of the Assistant Superintendent for Personnel.

Section P.

When an employee begins working for the District, he/she shall be informed by the building or program administrator of the appropriate policies of the District including paraprofessional duties, responsibilities and the evaluation procedures.

Section Q.

Paraprofessionals will be provided with individual mailboxes at their work location, if possible.

Section R.

Employees may be asked to participate, outside the normal work day, in staff meetings, curriculum meetings, department meetings, IEP meetings, evaluation meetings, parent conferences, student activities, inservice training sessions, field trips, open house, and other activities and meetings deemed necessary by the building supervisor. If participation is required, employees shall be compensated.

Reasonable advance notice shall be given for required meetings.

Section S.

The Association has a bank of eighty (80) hours per year with pay for representatives to attend conferences and workshops. Permission for absences under this provision must be secured at least one week in advance.

Section T. Training

The District's administrative or teaching staff and/or other appointed professionals will be responsible for providing paraprofessionals with the necessary instruction and training to render services, including first aid, to medically fragile disabled students.

Each employee will be required to read and sign the Board policy regarding the dispensing of medicine.

ARTICLE VI - PHYSICAL AND X-RAY EXAMINATIONS

The District shall pay the cost for any physical examination required by the Board for initial employment.

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

Each employee will be provided a universal precautions kit and view a video on its use. The employee will assume the responsibility for replacing used items from building stock.

The District shall provide hepatitis-B inoculations to all employees who request them because of job-related risk, at no cost to the employee.

ARTICLE VII - SENIORITY

Section A.

Seniority shall be defined as the length of service within the District as a member of the bargaining unit. A new member's seniority date shall be established when he/she successfully completes the probationary period and shall reflect the first day of employment as a regular employee in the unit.

Section B.

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

Section C.

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

1. quits;
2. is discharged;
3. is laid off for a period equal to his/her seniority or three (3) years whichever is greater;

4. fails to accept recall to a suitable position or fails to report to work at the designated time and place ten (10) calendar days after recall. All recall notices shall be sent to the address of record in the Personnel Department by certified mail;
5. retires;
6. fails to return from an authorized leave of absence, without permission or a reasonable excuse at designated time for the leave termination;
7. is absent for fifteen (15) consecutive days without a reasonable excuse acceptable to the District.

Section D.

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

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

Section E.

Seniority dates in effect at the time this Master Agreement goes into effect shall be permanent. All seniority employees shall accrue seniority on a continuous basis.

Section F.

Any leaves granted after July 1, 1981 shall accrue seniority.

ARTICLE VIII - GENERAL QUALIFICATIONS

Section A.

The District agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, religion, national origin, age, sex, marital status, political activities, or membership or participation in the activities of the Association or any other Union.

Section B.

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

ARTICLE IX - DISCIPLINE AND DISCHARGE

Section A.

Rules and regulations governing conduct and performance of employees shall be reasonable. No employee shall be disciplined without just cause.

Section B.

Employees involved in disciplinary proceedings have the right to have an Association representative present.

Section C.

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

Section D.

Demotion or discharge of any employee is subject to the grievance procedure beginning at Step three (3).

Section E.

The responsibility for discipline of any employee shall lie with the Assistant Superintendent for Personnel or his designated representative. He shall notify the Association in advance of his action except in unusual circumstances. No paraprofessional shall be disciplined or discharged without due process.

ARTICLE X - HOLIDAY LEAVE

Section A.

Employees are entitled to the following paid holidays at their daily rate:

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

- * Shall include summer school employees who are regular employees during the school year.
- * Less than twelve month employees who continue in their classification beyond their regular work year may qualify for holiday pay for Independence Day or Labor Day subject to the provisions in this Article.

Section B.

Employees are required to work on the day immediately before and after the aforementioned holidays or be on approved paid leave of absence to benefit from this Section.

Section C.

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

ARTICLE XI - VACATION SCHEDULE

Section A.

Employees shall be granted a vacation with pay computed as of September 15 each year as follows:

<u>Completion of Service to the District</u>		<u>Less than 12 Month Employees</u>
1-12 months	1 day per each month worked	
1-4 years of service	12 days	(10.50)
5 years of service	13 days	(11.50)
6 years of service	14 days	(12.50)
7 years of service	15 days	(13.50)
10 years service/over	20 days	(17.50)

Section B.

These days will be paid days and not taken as time off work. Days will be paid during the winter, mid-winter, and spring breaks and vacation periods when the paraprofessional 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.

Section C.

Employees who work beyond the regular school year will receive vacation credit for each two (2) weeks worked based upon the service credit computation in Section A., above. See example below:

- 2 weeks = one-half (1/2) day
- 4 weeks = one full (1) day
- 6 weeks = one and one-half (1-1/2) days, etc.

ARTICLE XII - EMPLOYEE ABSENCES AND LEAVES

Section A. Sick Leave

1. Sick leave shall be earned at the rate of one (1) day for each four (4) weeks worked; generally, ten (10) days for a full school year.
2. New employees shall be entitled to six-(6) days sick leave on the first day of employment. After a three-(3) month period, a new employee may be granted the balance of his/her sick leave for that year.
3. If the new employee does not finish his/her year of employment, the used, unearned sick leave shall be deducted from the final paycheck.
4. An employee's unused sick leave days, at the end of each year, shall be allowed to accumulate for use in future years.
5. If an employee is ill for a length of time greater than his/her accumulated sick leave he/she must apply for an extended leave of absence (See Section B and D) within thirty (30) days from his/her last paid sick day. Application for such leave shall state a definite return date from the leave. An application which does not state a definite return date shall be returned to the employee with a request for a return date. Any seniority employee shall be granted a leave of absence as referred to in Section B-1 of this Article.
6. Employees shall be given an accounting of accumulated sick leave each September.
7. Unused sick leave days shall be maintained in each employee's bank, but shall not accrue during any leave of absence.
8. Up to ten (10) of the above days maybe used for family illness. Family shall be defined as; spouse, child or parent. (See also Section d for extended family medical leave.)

Section B. Medical Leave of Absence

1. An employee may be granted up to one (1) year leave of absence, without pay, due to personal or immediate family illness. Immediate family shall be defined as father, mother, husband, wife, son or daughter, or other persons in similar relationship to the family household. Insurance benefits for which the employee is eligible at the time such leave is requested will be continued for the duration of such leave, up to one (1) year.

2. Written application for a medical leave shall be made by the employee to the Assistant Superintendent for Personnel.
3. An employee returning from leave of absence due to personal illness, with a physician's statement, shall be placed in a job as close as possible to the one held when leave began. The District reserves the right to have an employee examined by his/her own physician before his/her return to work. This shall be at the expense of the Board of Education. In some cases, the services of a mutually agreed upon third physician may have to be secured.
4. A person returning from medical leave has priority (including seniority) over a person who takes a personal leave. When two (2) persons are on medical leave and wish to return, the person with the most seniority will be placed first. The employee returning from an extended medical leave will be placed in the first available vacancy. If no vacancy exists, the bumping procedures will be implemented per Article XX, Section B and D.
5. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
6. Maximum leave shall not exceed two (2) years.
7. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.

Section C. Personal Leave

1. An employee who has been employed for one (1) year or more may be granted up to one (1) year leave of absence, without pay, due to personal reasons.
2. Written application for such leave shall be made by the employee to the Assistant Superintendent for Personnel two (2) calendar weeks prior to the leave-taking, except in cases of emergency nature.
3. Leave of absence for personal reasons may be extended to a maximum of two (2) years.
4. Leave of absence as described shall be without pay or fringe benefits.
5. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted.

6. A person on a personal leave may request to return before the leave has ended. The person shall be placed in the first open vacancy for which he/she is qualified and has the seniority.
7. An employee requesting return from a personal leave shall be placed in the first vacancy at his/her classification for which he/she is qualified so long as there is no one on layoff with more seniority. If there is no vacancy, the paraprofessional requesting return from leave must wait until the following September. At that time, the rights to an assignment will be in accord with provisions of layoff and recall in Article XX.
8. Requests to return from Personal Leave shall be submitted to the Personnel Office by June 1, of the year the leave is to end.

Section D. Family and Medical Leave Act (FMLA)

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:

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

FMLA leaves are only available to employees who have been employed by the District for at least twelve (12) months and have worked 1,080 hours during the previous twelve-(12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve-(12) month period is measured back from the date a requested leave is to begin. Continuation of medical, optical and dental benefits and the right to job restoration ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period. (*See B. Medical Leave of Absence*).

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, then notice is to be provided as soon as practicable.

When a leave denoted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement. Employees granted such leave must utilize accumulated vacation days and accumulated personal business days (in that order), after which time the leave is unpaid.

When a leave denoted as (3) above is granted, the employee must utilize accumulated sick leave time, accumulated vacation days, and accumulated personal business days (in that order), after which time the leave is unpaid.

When a leave denoted as (4) above is granted, the employee must utilize accumulated sick leave days and accumulated personal business days (in that order), after which time the leave is unpaid.

Leaves denoted as (3) or (4) above must be supported by medical certification from a health care provider stating (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts, and (4) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The District reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the District concerning any information within the medical certification.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The District may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the District.

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

An employee on 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:

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

2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from an 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 an FMLA leave, then upon cessation of the leave, the employee must work the days needed to complete the probationary period.

Section E. Other Leaves

An employee shall be excused from his/her regular duties for jury duty, or the attendance at court pursuant to a subpoena in a work connected civil or criminal case provided he/she is a non-party witness or a defendant. He/she shall be paid the difference between his/her regular rate and such amount as he/she may receive as a juror or for witness fees.

Section F. Personal Business

1. Employees requesting personal business days must give written notification, which includes general reasons which shall be kept confidential, to the immediate supervisor. Except in cases of emergency, forty-eight (48) hours' notice must be given.
2. Employees are permitted two (2) days per year for personal business. If unused, the personal business days shall be added to the individual's sick bank.
3. Personal business days are to be used for non-recreational purposes which cannot be handled during non-work hours.
4. Employees are permitted to use their personal business days for official church holidays, provided notice is given in advance.
5. Only in emergencies may personal business days be taken under the provisions of this Article on the last day of school or days immediately preceding or following a holiday. Any use of personal business days under this emergency provision must have prior approval by the Assistant Superintendent for Personnel or designee.

Section G. Bereavement

All employees shall receive up to five-(5) days leave, if necessary, with pay, without deduction from sick or personal days, because of death in the family. Family shall be defined as: mother, father, sister, brother, husband, wife, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or any person in loco parentis.

ARTICLE XIII - INSURANCE

Section A. Qualifications

To qualify for benefits, the following provisions apply:

1. Paraprofessionals hired prior to September 1981 shall qualify for full family benefits as long as they hold a paraprofessional position with Livonia Public Schools of twenty (20) or more hours per week.
2. Paraprofessionals hired after September, 1981, shall qualify for single coverage if they work twenty (20) to twenty-nine (29) hours per week, or qualify for up to full family coverage if they work thirty (30) or more hours per week. Individuals who qualify for less than full family coverage may purchase the additional coverage through payroll deductions.
3. In the event an employee qualifies for benefits under the conditions stated above, that level of benefits will be maintained for the full twelve-(12) month period if:
 - a. the qualifying hours are reduced after the beginning of the second semester;
 - b. the individual continues to work and is not laid off.

Section B. Coverage

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

The major medical hospitalization plan shall have a \$50 deductible for an individual and a \$100 deductible for a two-person or full-family plan.

A first aid emergency rider providing usual, reasonable and customary (URC) coverage for emergency room, and physician costs will be provided.

A five dollar (\$5.00) co-pay on prescription drugs will be implemented.

Section C.

Employees may take advantage of one of the following two (2) plans:

PLAN I

- a. Hospitalization and major medical for the employee and his/her family fully paid by the District.
- b. Income protection of up to \$200 per week, depending upon annual salary, beginning on the eighth (8th) day of illness.
- c. Life insurance \$40,000.
- d. Dependent life insurance (\$5,000 spouse, \$2,500 child).

PLAN II

- a. Income protection of up to \$200 per week, depending upon annual salary, beginning on the eighth (8th) day of illness.
- b. Life insurance \$55,000.
- c. Dependent life insurance (\$5,000 spouse, \$2,500 child).

Section D. Dental Plan

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

Benefits are defined as follows:

1. Class I - Basic dental services - to include basic dental services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, necessary gold crowns, jackets and fillings, oral surgery (primarily extractions), endodontic and periodontic services

2. Class II - Prosthodontics Services - bridges, partial and complete dentures.
3. Class III - Includes procedures for the prevention and correction of malposed teeth (orthodontics).

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

Section E. Vision Care Plan

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

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

Examination, frames, and one (1) set of corrective lenses (regular glasses, prescription sunglasses or contact lenses) will be provided once in a twelve-(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 F.

Employees shall have the right to increase their insurance coverage by personal contribution through payroll deduction.

Section G.

Written application must be filed by the new employee within thirty (30) days of employment or within thirty (30) days of eligibility. Changes in existing coverage may be made during re-enrollment periods as determined by terms and conditions of the carrier.

Section H. Tax Annuities

All tax annuity plans approved by the District shall be made available to employees.

ARTICLE XIV - FILLING VACANCIES

Section A.

A vacancy is defined as a position which the District declares it will fill. If the District decides not to fill the position, the Association shall be notified within five (5) working days.

Section B.

Job postings shall state classification duties, qualifications, hours, length of work year. All vacancies or new position shall be posted for at least five (5) working days prior to having the position filled.

1. Paraprofessional job postings shall be handled and displayed in the same manner as other employee job postings. Employees shall be informed as to the procedure in each building.
2. Any paraprofessional vacancies which become known after June 15 shall be posted August 1. Copies shall be sent to the Association Office and President.
3. Individuals may request consideration for any posted position.

Section C.

The Assistant Superintendent for Personnel shall have the final authority to assign all classified personnel after policies listed above have been followed.

Section D.

No positions will be posted until the layoff and bumping procedures in Article XX are concluded.

Section E.

If an employee applies for a vacancy in a lower hour bracket and gets the assignment, the employee assumes that "part-time" status and has no rights to bump to a higher job bracket. To again increase one's hours, the employee would have to apply for a transfer or a vacancy. When an employee's hours are reduced because of the layoff process, the employee has full rights of recall as outlined in Article XX.

Section F.

An employee shall not lose seniority when they move (transfer or apply for vacancy) from one classification to the other.

Section G.

The applicant selected under this Article shall be subject to a trial period of up to sixty (60) work days to prove his/her ability to do the job.

1. An employee who determines he/she cannot do the job shall be returned to his/her old job if it has not been filled. The posting period is a minimum of five days.
2. If the District determines that the employee cannot do the job, and the employee's old job has been filled, the District shall make an effort to place the employee in a vacancy. If no vacancy is available the employee may be laid off or involuntarily transferred. The employee, if laid off, may exercise his/her bumping rights, contained in Article XX, at the beginning of the next school year.

Section H. Voluntary Transfers

A transfer is a move from one position to another, within a classification and "bracket". Employees who wish to be considered for a voluntary transfer may submit transfer requests at any time to the Assistant Superintendent for Personnel. A new list shall be started on March 15 of each year. The old list shall be discarded. An employee may withdraw a transfer request prior to any announcement that he/she has been transferred. However, an employee who has a timely voluntary transfer request on file is obligated to accept a transfer to a requested position.

In the event an opportunity occurs for transfers because of a resignation, retirement, promotion, multiple transfer requests, etc., the Assistant Superintendent for Personnel will consider the voluntary transfer request(s) and the need for any involuntary transfers prior to filling a vacancy from the Layoff List or posting a vacancy.

A vacancy need not be available to transfer employees who have transfer requests on file. Multiple job transfers may be made with or without a vacancy being a part of any transfer. If a transfer is implemented and a vacancy is utilized during the move(s), the resulting vacancy that occurs because of the transfer(s) shall be posted.

The decision of the Assistant Superintendent for Personnel to fill or not fill the vacancy with either a voluntary or involuntary transfer shall be final. Any resulting vacancy shall be posted or filled from the layoff list, whichever is appropriate.

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

Section I. Involuntary Transfers

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

Section J.

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

ARTICLE XV - CREATION OF NEW POSITIONS

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

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

ARTICLE XVI - WORKING CONDITIONS

Section A. Control of Students

A paraprofessional who is performing his/her duties in a responsible way in compliance with the law and in compliance with the policies and regulations of the Board of Education shall receive the support of the Administration in the maintenance and control of students.

Section B. Teacher Absences

In the event a paraprofessional is assigned to "cover" a classroom during a teacher absence and no substitute is present, the paraprofessional shall be paid, in addition to his/her regular rate of pay, an additional forty dollars (\$40) for a full day, or twenty dollars (\$20) for one-half (1/2) day.

ARTICLE XVII - INCLEMENT WEATHER

Nothing in this Article shall require the District to keep schools open in the event of severe inclement weather or other Acts of God. The parties recognize that those inclement weather conditions which are judged severe enough to prohibit the safe operation of buses for the transportation of youngsters shall also be considered severe enough to jeopardize the life, limb, and safety of the District's paraprofessionals. In those instances when it is judged appropriate not to operate the District's buses because of severe inclement weather, the schools shall be closed and paraprofessionals shall not be required to report for duty, unless specifically requested. There shall be no deduction in pay for those employees not required to work. If the state requires the District to reschedule the day, employees are expected to report for work without further compensation. Employees required to work shall receive an additional compensatory day off. The Superintendent or his designee shall make every effort to announce such school closings one (1) hour before the earliest reporting time by notifying the local radio stations and the main switchboard.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section A.

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

Section B.

For the purpose of this Agreement, a "grievance" is defined as an alleged violation of a specific Article and Section of this Agreement. Written grievances shall be on a form provided by the District and shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved. When a grievance involves more than one (1) employee or a group of employees, the grievance may be signed by only one (1) of the aggrieved employees. (If the grievance encompasses other employees, they shall be so indicated.) The purpose of this is to inform the District the extent of liability involved in the grievance. All written grievances must be filed in writing with the immediate supervisor within thirty (30) days of the occurrence.

STEP ONE (Oral)

Within five (5) days after the employee knows of the occurrence of an alleged violation, the employee shall request a conference between the aggrieved (with or without his/her District representative) and the building administrator (or Supervisor of Transportation, if appropriate). The building administrator (or Supervisor of Transportation) shall render a decision within two (2) work days of the conference.

STEP TWO (Written)

If the grievance is not settled at Step One, the employee shall, within five (5) work days of the discussion at Step One, reduce the grievance to writing. A copy of the grievance shall also be filed with the Association. The building administrator (or Supervisor of Transportation) shall respond in writing within two (2) work days.

If the grievance is not settled at Step Two, the employee shall, within five (5) days of the date the written disposition is received, appeal the grievance to the next step.

STEP THREE

A copy of the written grievance and the decision of the administrator or supervisor shall be presented to the Personnel Office for the appeal review within the period provided. Within five (5) work days of the receipt of the grievance appeal, the Assistant Superintendent for Personnel and/or his/her designee shall meet with the aggrieved employee and/or the Association representatives for a review of the grievance. The Assistant Superintendent for Personnel or his/her designee shall, within five (5) work days of the meeting, render a written decision of the District. A copy will be given to the aggrieved, the Association representative and the Union MEA representative.

Section C. Arbitration

If the grievance is not resolved in Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either the Association or the District may submit the grievance to arbitration by notifying the other party within ten (10) days after the answer to Step Three. The submission to arbitration shall contain a statement of the issues to be arbitrated, reference to the specific Article and Section allegedly violated, the contention of the party filing for arbitration, and shall be signed by the Local Association President or his/her designee and the employee involved.

Within the ten (10) days following receipt of the written notice of intent to arbitrate, the Association and a representative of the District shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after receipt of notice of intent to arbitrate, the party desiring arbitration shall, within the next ten (10) days only, file a demand for arbitration with the American Arbitration Association, with a copy to the other party. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

Failure to comply with any of these provisions shall render the grievance non-arbitrable.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited by this Agreement, after due investigation, to make a decision in cases of alleged violation of a specific Article(s) and Section(s) of this Agreement. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. He/she shall have no power to establish salary structures or change any salary or wage. He/she shall not substitute his/her judgment for that of the District's as to the

qualifications and ability of an employee, if such judgment was not arbitrary or capricious.

In rendering decisions, the arbitrator shall give due regard to the responsibility of management as conditioned by this Agreement.

If the District disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable before hearing the merits of the grievance. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above.

It shall be final and binding on the Association, its members, the employee(s) involved, and the District.

The fees and expenses of the arbitrator shall be shared equally by the parties. All other costs and expenses of arbitration, including filing fees and witness expenses, shall be borne by the party incurring them.

Section D.

Any grievance not appealed in the aforementioned time stipulations shall be deemed settled on the basis of the last response. This, and all other time limits, however, may be extended by mutual consent of the parties. The word days in this Article refers to work days.

Section E.

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

Section F.

No matter which arose prior to the date of ratification of this Agreement shall be the basis of any grievance or subject to arbitration under this Agreement.

Note: Grievance Form in Appendix B.

ARTICLE XIX - PROBATION

Section A.

A probationary period of one (1) year shall be served by all new employees.

Section B.

Whenever possible by the end of the fourth (4th) month of the probationary period, a written evaluation, signed by the immediate supervisor and the employee, shall be filed with the Assistant Superintendent for Personnel specifying satisfactory or unsatisfactory performance, provided, however, it is understood that the District shall have the right to discharge, discipline, transfer or demote any probationary employee and no grievance shall arise therefrom.

Section C.

Former employees (if rehired) shall be treated as a new employee.

ARTICLE XX - REDUCTION IN FORCE/RECALL

Section A. Introduction

When there is a reduction in the work force, employees so affected shall be displaced in accordance with the provisions of this Article.

Section B. Classifications

The classifications shall be:

1. **Special Education** (employees assigned to work with special education students, including transportation)
2. **Instructional** (early childhood, Chapter 1, bi-lingual, middle school non-special education, etc.)
3. **Non-Instructional** (parking lot and building control)
4. **Media Center/Technology** (media/technology assignments)

There shall be three "brackets" in the Paraprofessional Classifications. These include:

1. Six (6) or more hours (full-time).
2. Four (4) but less than six (6) hours (part-time with benefits).
3. Less than four (4) hours (part-time).

Section C. Mutually-Exclusive Classifications

Classifications are mutually exclusive for the purposes of the layoff/recall and bumping procedures.

Section D. Layoff/Reduction Procedures

No bargaining unit member shall be laid off or reduced in hours unless s/he shall have been notified of such layoff or reduction at least two (2) weeks prior to the effective date of layoff, except for probationary employees, who may be laid off or reduced with no notice requirement and who shall be laid off or reduced before seniority employees. A paraprofessional whose job is being eliminated or whose hours are reduced shall be reassigned according to the following procedures:

1. For the purpose of this Article, layoff and recall shall be based upon seniority. Periods of leave or layoff do not interrupt seniority.
2. The displaced employee, if he/she has more seniority, shall bump into the position held by the least senior employee in the same classification and bracket. If a bumpable position does not exist, (i.e., the displaced employee is the least senior in the bracket), the displaced employee shall, if he/she has more seniority, displace the least senior employee in the next lower "bracket" in that classification. The process continues, if needed, through to the lowest "bracket". (Note: If two (2) or more employees are so affected in any "bracket", the administration shall assign the paraprofessionals within the "bracket".)
3. Be placed on layoff.

Section E. Displaced Employees

A displaced employee may apply for and be considered for a vacancy in another classification (instructional, non-instructional, special education, media/technology). The employee seeking a transfer to the new classification shall be placed after employees in that classification have had their transfer requests considered. Any employee who is transferred to a new classification under

this section shall have no recall rights to his/her original classification, unless his/her original position was in a lower "bracket" or if the employee is on layoff.

Section F. Recall

When a vacancy occurs in a higher "bracket", the displaced employee with the most seniority shall be reinstated (recalled). Note: If two (2) or more employees are so affected in any "bracket" because of multiple vacancies in that "bracket", the District shall assign the paraprofessionals being recalled.

1. A laid off employee may refuse a recall to a vacancy in a lower "bracket" than originally held. However, once a recall is refused, that employee shall have no right to any vacancy unless the vacancy occurs in his/her original "bracket".
2. A displaced working employee shall accept any reinstatement (recall) offer to a higher "bracket".
3. The reinstatement (recall) period shall expire when the employee is returned to the "bracket" from which he/she was originally displaced.
4. Reinstatement (recall) rights are valid for two (2) years or a period of time equal to the employee's seniority, whichever is longer.

Section G. Notice of Recall

In the event a paraprofessional on layoff is mailed a notice of recall to a position in the bargaining unit, by certified mail, to his/her last known address on file in the Personnel Office, and such paraprofessional does not notify the Assistant Superintendent for Personnel in writing, by certified mail, return receipt requested, within ten (10) days after such offer of his/her acceptance, then such paraprofessional shall have no further rights of reinstatement, unless approved by the Assistant Superintendent for Personnel in writing, and shall be considered to have voluntarily resigned.

Section H. Conditions

During layoff, neither wages or fringe benefits will be paid, nor will sick days or wage increments accrue, but upon recall, unused sick days at the start of the layoff shall be reinstated.

Section I. Change of Address/Telephone

It shall be the responsibility of each employee to notify the employer of any change of address or telephone number. The employee's address and telephone number as it appears on the employer's records shall be conclusive when used in connection with the layoffs, recall, or other notices of employment.

Section J. Continuing Benefits

Employees laid off in June shall have their health and life insurance continued until August 31st. Employees laid off during the school year shall have health and life insurance continued for up to sixty (60) days from the effective day of the layoff.

ARTICLE XXI - TERMINATION OF EMPLOYMENT

Section A.

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

Section B.

Employees terminating their services with the District are entitled to vacation pay for all accrued vacation if applicable, payable at the next payroll period following the date of termination, except when the initial six (6) month probationary period has not been completed.

ARTICLE XXII - PROFESSIONAL GROWTH ON THE JOB

Section A.

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 mutually agreed to between the Association and the District.

Section B.

Tuition or other fees paid for classes, workshops, etc. relating to job performance and/or responsibilities will be reimbursed up to three hundred dollars (\$300) annually subject to the following:

1. Obtain written approval from the Assistant Superintendent for Personnel **PRIOR TO** the start of the class or workshop:
2. Present receipts along with evidence of successful completion.

Section C.

The District agrees to schedule paid inservice or building activities for at least one half (1/2) plus two (2) of the scheduled teacher curriculum/professional development days.

Note: Reimbursement Request Form in Appendix C.

ARTICLE XXIII - WORK SCHEDULE

Section A.

The normal work schedule for most regular, full-time employees shall be a seven to eight (7-8) hour day and a thirty-five to forty (35-40) hour week, Monday through Friday, provided nothing herein shall be construed as a guarantee of hours worked per day, or days worked per week.

Section B.

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

Section C.

Employees shall be paid time-and-one-half for all hours worked beyond eight (8) hours in any one day, and over forty (40) hours in any one week. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding of overtime payments.

Section D.

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

Section E. Breaks and Lunch Periods

Paraprofessionals will work with their immediate supervisors in establishing appropriate break and lunch periods during the work day. Those working at least four (4) hours per day shall be provided one (1) break period per day, normally about fifteen (15) minutes. For paraprofessionals working five (5) or more hours per day there will also be a one-half (1/2) hour or one (1) full hour unpaid lunch period (as determined by the District). Those working seven (7) or more hours per day shall be provided two (2) breaks per day, normally about fifteen (15) minutes each, in addition to the lunch period.

Section F.

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

Section G. Extended Work Year

1. In the event a ten- (10) month job is extended, the person in that position shall continue to perform those assigned duties. If the regular employee in that position declines to work in the summer months, the summer job shall be offered to another member in the building as a temporary position. If the summer job cannot be filled in the building, the job shall be posted as a temporary position.
2. In the event a year-round school assignment becomes available, representative(s) of LPS shall meet with LPA representative(s) to determine the proposed schedule for paraprofessional assignments, and to develop a posting(s) for such assignment(s). Paraprofessionals currently assigned to a work site where such a schedule is to occur shall be given the first opportunity to accept such an assignment.

In the event a paraprofessional currently assigned to such a building does not wish to accept such an assignment, that position shall be posted internally, and the person currently holding the position shall be allowed to transfer to a vacant position. If no vacancy exists, the paraprofessional currently holding the position shall be allowed to bump the least senior paraprofessional in his/her classification.

Section H. Transportation, Uniform Allowance

1. Transportation paraprofessionals will be given an opportunity to express their run preference in August and again after the drivers make their second bid.
2. A transportation paraprofessional assigned to an AM and PM run during the school year will be guaranteed a minimum of four (4) hours or driving time, whichever is greater. A paraprofessional assigned only to an AM run will be guaranteed three (3) hours minimum or driving time, whichever is greater. In the event that the paraprofessional finishes the runs in less than the guaranteed time, the Supervisor, or designee, may assign other tasks to complete the guaranteed time.
3. Transportation paraprofessionals are assigned to a run for the regular K-12 school year and also during times when their run serves students in special programs when transported by Livonia Public Schools transportation department. Should the run to which a paraprofessional is assigned operate during times outside the regular K-12 school year calendar, the following shall apply:

- a. During the summer months the transportation paraprofessionals shall be guaranteed four (4) hours per day.
 - b. If a paraprofessional is specially trained and is assigned to a summer run which has less hours than his/her seniority entitles, then he/she will be paid at the higher number of hours.
4. Transportation paraprofessionals may arrange for another paraprofessional to substitute for them during the non-K-12 calendar periods subject to these conditions:
- the substitute must be able to perform the assignment in a competent manner;
 - the Supervisor of Transportation, or designee, must be informed in advance and agree to the change;
 - the substitute paraprofessional will be informed of the obligations and duties of the job;
 - the regularly assigned paraprofessional may not bump the substitute during the pre-arranged period of time.
5. Because of the unique nature of the "swing" position, the paraprofessional who holds that position shall qualify for single health insurance and other benefits as outlined in Article XIII.
6. Uniform Allowance for Transportation, High School Building Control, and Parking Lot Paraprofessionals

The District shall provide each employee in the categories referenced above with a uniform allowance. The uniform allowance shall be \$325. This allowance is to be used by the employee to purchase pants, shirts, shoes, jackets, etc., according to the needs of the particular department. The allowance shall be paid by July 15 of each year. Appropriate uniforms must be worn at all times.

In the event the District decides to initiate a vendor system for the purchase of uniform apparel, transportation, high school building control, and parking lot paraprofessionals will be required to utilize the District plan to purchase clothing.

ARTICLE XXIV - RETIREMENT

Section A

Employees retiring after July 1, 1989, shall receive \$200 retirement pay for each year of service. To be eligible for retirement pay, an employee must meet the following:

1. Have worked on a full-time basis for the District for a minimum of ten (10) consecutive years; provided further, approved leaves of absence shall not be considered as breaks in "consecutive years of service," but leaves granted shall not be counted toward "years of service."
2. Must meet minimum age requirements to qualify to immediately commence receiving retirement benefits under the Michigan School Employees Retirement Fund.
3. Must submit proof to the effect that he/she will actually qualify for retirement benefits for the period commencing on the first day of the month following the month of his/her termination.
4. Part-time employees shall be eligible for a pro-rated share of the retirement pay provided their part-time services, when pro-rated, makes them eligible under the full-time clause of Paragraph 1 above and provided, further, that they fulfill the other requirements set forth in Paragraphs 2 and 3.
5. After having worked the equivalent of ten (10) full years for the school district, should the person be employed at the time of his/her death, his/her estate shall be eligible for such retirement pay.

Section B.

All bargaining unit members shall be allowed to continue their employment with the employer until age seventy (70). After age seventy (70), bargaining unit members may continue their employment on a year-to-year basis upon written request to the employer.

Section C. 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 (\$30) per eight hours of sick time

ARTICLE XXV - EVALUATIONS

Section A.

1. Probationary employees shall be evaluated twice during their probationary period. Seniority employees shall be evaluated at least once per year. Such evaluations shall be completed by May 30th of the current school year. The appropriate administrator shall be responsible for the evaluation of each paraprofessional and the evaluation form shall be signed by the administrator.
2. The employee shall have an opportunity to read and discuss the evaluation prior to the document being placed in the personnel file.
3. The employee shall sign the evaluation form. This signature indicates only that the employee has read the evaluation. If the employee disagrees with the evaluation, then he/she may attach a written response to the document.

Section B.

Employees will be notified of complaints against them if the complaints are to be placed in the personnel file. The employee shall acknowledge he/she has read the complaint by initialing the matter with the understanding that the initialing merely signifies that the employee has read the complaint and does not necessarily indicate agreement with its contents. The employee shall have the opportunity of having a written answer to the complaint filed with the complaint, provided such answer shall be filed within thirty (30) days.

ARTICLE XXVI - PAYROLL

Section A.

The wages of an employee shall start at the time he/she reports for duty. Wages shall be paid bi-weekly on such calendar dates as are established by the District. The bi-weekly pay periods begin on a Saturday and end on the Friday preceding payday.

Section B.

When payday falls on a non-work day, every effort shall be made to see that the employees receive their pay on the last working day preceding the regular payday.

Section C.

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

Section D.

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

Section E.

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

Section F.

If possible, annuity deductions shall be made from any earned vacation pay.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

Section A.

At the time of employment, the Assistant Superintendent for Personnel shall evaluate all previous experience for placement on the salary schedule. A maximum of three-(3) years experience may be allowed.

Section B.

Copies of the Agreement shall be printed by the employer and enough copies given to the Association to provide a copy for each bargaining unit member.

Section C.

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

Section D.

Each employee shall have the right, upon request, to review his/her own personnel file maintained on that employee by the Livonia Public Schools. A representative of the Association may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.

Section E.

Employees shall receive reimbursement at the rate per mile established each spring by the Internal Revenue Service for use of personal cars on school business authorized by the District.

Section F.

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

Section G.

All earned vacation days will be paid for at the time a laid off employee is paid for the final days worked prior to layoff.

Section H.

In the event of a strike by another representative group causing a layoff of paraprofessional personnel, an employee to be laid off will receive a written notice within a twenty-four-(24) hour period.

Section I.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the District and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section J.

The use of words referring to the male gender in any Article and/or Section of this Agreement shall likewise be read to include the female gender.

Section K.

If the State establishes minimum standards or specific requirements for para-professionals, the parties shall immediately open negotiation on the subject.

Section L.

If possible, the employer will provide each employee with a drawer or locker that is capable of being locked so that employees will have a safe place to store personal items.

Section M.

The Association shall be informed when new employees are hired. Notice shall be sent to the Association Office and President.

Section N. Personnel Relations Committee

The District and the Association shall form a Personnel Relations Committee composed of not more than two (2) District-appointed representatives and two (2) Association-appointed representatives. The Committee shall meet approximately quarterly each school year (i.e., August, November, February, May) to discuss matters of importance. An agenda of the topics to be discussed shall be prepared, and exchanged by the parties, at least two (2) weeks in advance of the meeting. The meeting dates, times and location shall be mutually agreed upon. The Personnel Relations Committee shall not be used to process grievances.

Section O.

Crowd control and other similar activities shall be paid at the current LEA rate.

ARTICLE XXVIII - NO STRIKE CLAUSE

Section A.

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

Section B.

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

Section C.

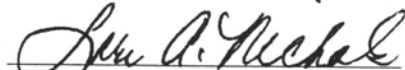
The Association agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. In the event of a violation of this Article, the District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

ARTICLE XXIX - DURATION OF AGREEMENT


This Agreement shall be effective December 6, 1999 and shall terminate on June 30, 2003.

LIVONIA PARAPROFESSIONALS'
ASSOCIATION


LIVONIA BOARD OF EDUCATION



President



President



Secretary



Secretary

APPENDIX A - WAGES

Section A.

The wage schedule for the life of this Agreement shall be set forth under "Salary Schedule".

Section B. Longevity

Each member of the unit who has completed fifteen (15) years of service as a Livonia Public Schools employee shall receive forty-five cents (\$.45) in addition to the regular hourly rate as a longevity payment.

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

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

Section C.

Step adjustments are made on the employee's anniversary date of employment.

SALARY SCHEDULE

<u>YEAR</u>	<u>BEGIN</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>	<u>STEP VI</u>
99-00	9.48	10.08	10.75	11.31	11.90	12.58	13.27
00-01	9.81	10.43	11.13	11.71	12.32	13.02	13.73

Rates for 2001-02 and 2002-03 shall be open to negotiation.

ALL RATES SUBJECT TO VERIFICATION

Section D.

A forty-six cents (\$.46) per hour stipend for special education paraprofessionals shall be added to the regular hourly wage.

APPENDIX B

LIVONIA PUBLIC SCHOOLS GRIEVANCE FORM

Unit _____ Grievance Code: Year _____ Number _____

GRIEVANCE INFORMATION SECTION

Employee Name _____ Signature: _____

List of Other Employees Involved: _____

Date Occurred: _____ Date of Step One Conference: _____

Date Written Grievance Given to Supervisor: _____

Facts (Contention) of Grievance: _____

(Use reverse side if necessary)

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

Remedy Requested: _____

STEP TWO (2) Supervisor Response Section

Signed: _____ Date: _____

Employee: I accept the response: _____ I refer this grievance to Step Three: _____

Signed: _____ Signed: _____

Date: _____ Date: _____

STEP THREE (3) Assistant Superintendent or Designee

Date Received _____ Date of Hearing: _____

Response: _____

Signed: _____ Date: _____

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

Signed: _____ Signed: _____

(Union Representative)

Date: _____

Employee: _____

Date: _____

APPENDIX C
REIMBURSEMENT REQUEST FORM
Paraprofessional Growth on the Job

Name _____ Date _____

Position _____ Building _____

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

Reimbursement is requested for: (please check)

Class/Course _____ Workshop/Seminar _____ Conference _____

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

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

FOR OFFICE USE ONLY

Approved _____ Denied _____ Amount approved _____

Reason for Denial _____

Reimbursement will be approved after June 1 if funds remain _____

Date _____ Signature _____

LETTER OF AGREEMENT

Livonia Public Schools School District and Livonia Paraprofessionals' Association hereby agree as follows:

Article XXV - EVALUATIONS and the LPA/LPS evaluation form(s) shall be renegotiated in accord with the guidelines agreed upon herein, with the formal documents to be completed no later than the end of the 1999-2000 school year.

The renegotiated Evaluation provisions and evaluation form(s) shall include the following:

1. A one-(1) year probationary period for all new hires, beginning March 1, 2000;
2. Seniority paraprofessionals shall normally be evaluated on a three-(3) year cycle (at least once every three years);
3. All LPS staff having input in the evaluation shall be identified. A document separate from the formal evaluation form may be used for the input of other (non-administrative/non-supervisory) LPS staff (i.e., classroom teachers, etc.);
4. The building administrator, or other designated supervisor (ex. LRE, Transportation) shall be responsible for the contents of the evaluation, and shall sign the evaluation form;
5. Paraprofessionals will have the right to respond to all evaluative content, including input from non-administrative staff;
6. The evaluation report will be in the form of "satisfactory" or "unsatisfactory" for each item evaluated, and each "unsatisfactory" response will require comment and explanation;
7. In the event a paraprofessional's performance is determined to be unsatisfactory, a plan of improvement will be drafted, specifying job duties that have not been performed satisfactorily, identifying specific actions which the employee is to take to meet a satisfactory performance standard, specifying assistance to be given by the employer to help the employee attain a satisfactory performance standard, and establishing a reasonable timeline for improvement to occur prior to re-evaluation;
8. In the event no evaluation is performed, the employee's performance shall be deemed satisfactory;

CONTRACT INSERT

**Professional Agreement between the
Livonia Public Schools Schools District
and the Livonia Paraprofessionals' Association**

July 1, 1999 through June 30, 2003

Article XXV – Evaluations

Section A.

1. There shall be a one- (1) year probationary period for all new hires, beginning March 1, 2000.
2. Probationary employees shall be evaluated twice during their probationary period. Seniority employees shall be evaluated at least once every three years. Such evaluations shall be completed by May 30th of the current school year. The appropriate supervisor shall be responsible for the evaluation of each paraprofessional and the evaluation form shall be signed by an appropriate administrator or other designated supervisor.
3. It is appropriate for staff to whom the paraprofessional has been assigned, to provide input to the administrator/supervisor who is responsible for the evaluation. Upon request, staff having input in the evaluation will be identified.
4. The employee shall have an opportunity to read and discuss the evaluation prior to the document being placed in the personnel file.
5. The employee shall sign the evaluation form. This signature indicates only that the employee has read the evaluation. If the employee disagrees with the evaluation, then he/she may attach a written response to the document.
6. In the event the paraprofessional's performance is determined to be unsatisfactory, a timeline and a plan of improvement will be developed. This plan will specify job duties that have not been performed satisfactorily and identify specific actions which the employee is to take to meet satisfactory performance standards. In addition, the plan will describe assistance, if any, to be given by the employer.
7. The evaluator shall establish a timeline for such improvement to take place prior to reevaluation.
8. In the event no evaluation is performed, the employee's performance shall be deemed to be satisfactory.

Section B.

Current contract language.

**LIVONIA PUBLIC SCHOOLS
PARAPROFESSIONALS' EVALUATION FORM**

Name of Paraprofessional _____ Date _____

School/Work Site _____ Assignment _____

Probationary? Yes _____ No _____ # of Years in Current Assignment _____

NOTE: Comment and explanation must be included if "Unsatisfactory" is checked. Additional comments may be attached. (See Article XXV – Evaluation.)

<u>Category of Performance Evaluated</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
1. Quality of Work:		
• Follows Directions	_____	_____
• Productive - good use of time	_____	_____
• Accurate and neat	_____	_____
• Uses equipment appropriately	_____	_____
• Works Effectively	_____	_____
• Completes Job Assignments	_____	_____
• Demonstrates knowledge of the job	_____	_____

Comments _____

2. Work Habits and Attitudes:	<u>S</u>	<u>U</u>
• Attendance	_____	_____
• Punctuality	_____	_____
• Reliability	_____	_____
• Adaptability and Flexibility	_____	_____
• Accepts Suggestion/Criticism	_____	_____
• Initiative	_____	_____
• Confidentiality	_____	_____

Comments _____

3. Relationships With Others:	<u>S</u>	<u>U</u>
• Works Cooperatively with Staff	_____	_____
• Works Effectively with Students	_____	_____
• Follows Established Lines of Authority	_____	_____
• Represents School District Appropriately	_____	_____
• Works Well as a Member of a Team	_____	_____

Comments _____

Please comment below regarding unique aspects of this employee's assignment (See job posting for this position):

Performance Evaluation Summary*

Overall, this employee's performance is: Satisfactory____ Unsatisfactory____

General

Comments: _____

Evaluating Administrator's Signature

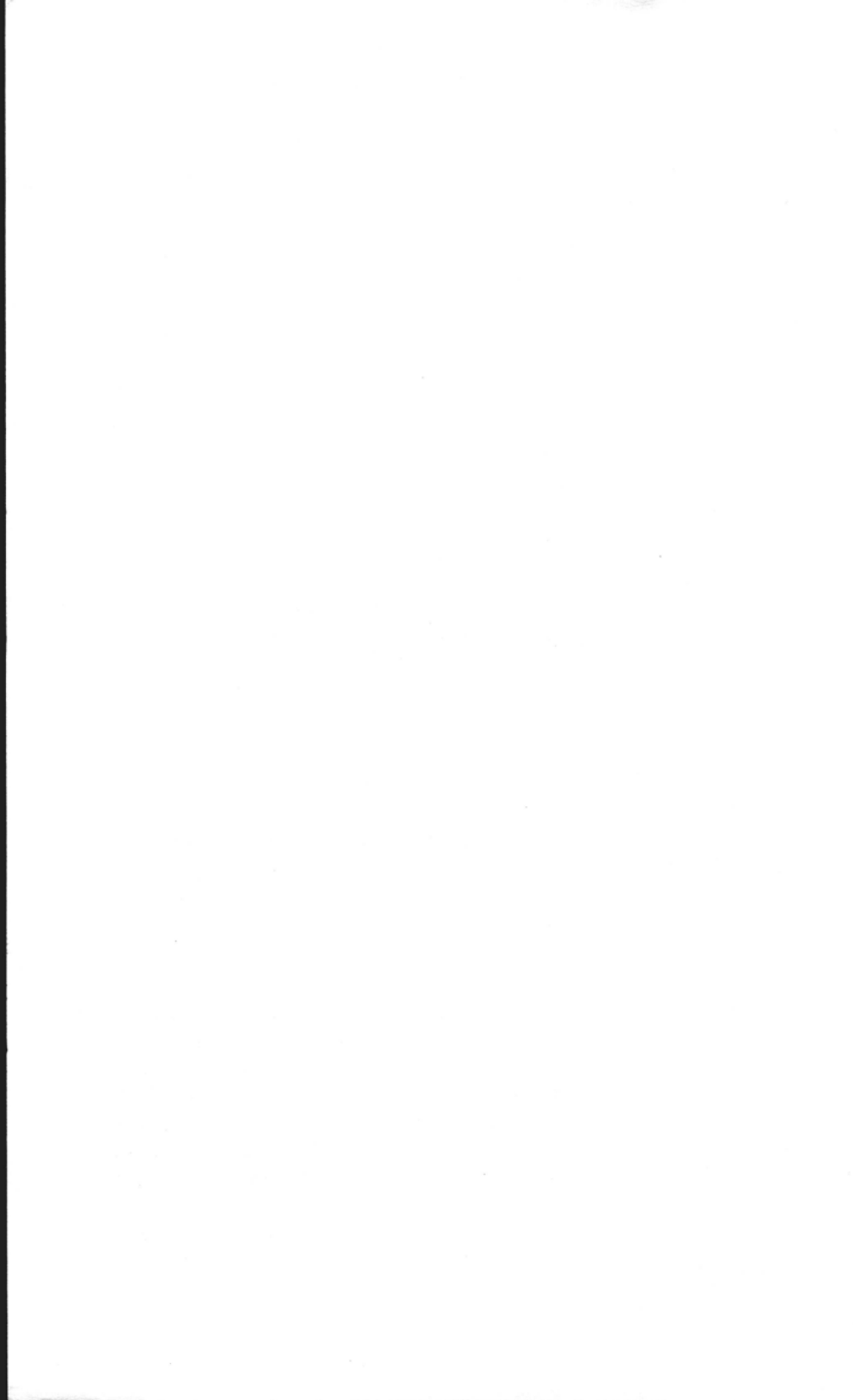
Date

*NOTE: _____ Check if input was provided by other non-administrative/non-supervisory LPS staff.

I have completed a conference with my supervising administrator concerning this performance evaluation, and I have been provided with a signed and dated copy of this evaluation form. My signature does not mean that I agree with this evaluation. I understand that I have the right to attach a written response to this evaluation concerning any disagreements I may have with it. If I do not agree with the input from a non-administrative staff person, I may request formal observation and evaluation by the responsible administrator.

Paraprofessional's Signature


Date



9. In the event a paraprofessional does not agree with the input from a non-administrative staff person, the paraprofessional may request formal observation/evaluation by the responsible administrator;
10. The formal evaluation form(s) shall be printed in the collective bargaining agreement as an appendix, and shall include a general section covering the performance of all classifications of paraprofessionals, and another section for each classification and sub-classification (i.e., transportation special education, Title I, or early childhood instructional, etc.).

Signed this 25th day of October, 1999


For the LPA


For the District

Index

Association Security	6	Holidays	17
Absences	19	Inclement Weather	30
Reporting	12	Insurance	24
Sick Leave	19	Continuing Benefits	37
Address/Telephone Change of	37	Dental Plan	25
Annuities	26, 44	Dependent Life	25
Arbitration	32	Hospitalization	25
Association Agency Shop	6	Income Protection	25
Conference Attendance	13	Life	25
Dues Checkoff	6	Major Medical	25
Rights and Responsibilities	10	Prescription Drugs	25
Save Harmless Clause	6	Vision Care Plan	26
Security	6	Jury Duty	23
Bereavement	24	Layoff and Recall	12, 34, 36
Bumping Procedures	34	Bumping Procedures	35
Classifications	34	Continuing Benefits	35
Clothing Allowance	41	Displaced Employees	35
Committees		Layoff/Reduction Procedures	35
Personnel Relations Committee	46	Recall	36
Compensation	39	Vacation	45
Complaints	43	Leaves of Absence	
Conference Attendance	13	Family and Medical Leave Act (FMLA) ..	21
Creation of New Positions	29	Medical	19
Crowd Control	46	Personal Leave	20
Discipline and Discharge	16	Seniority Accrual	15
Duration of Agreement	48	Sick Leave	19
Emergency Duty	11	Longevity	49
Employee Rights and Responsibilities	10	Management	
Evaluations	43, 52	Rights Clause	8
Family and Medical Leave Act (FMLA) ..	21	Mileage Reimbursement	45
Grievance Form	50	Non-Discrimination Clause	16
Grievance Procedure	31	Overtime	39

Payroll Procedures	Rights
Bereavement 24	Association 10
Clothing Allowance 41	Management 8
Compensation 39	Salary Schedule 49
Dues Checkoff 6	Seniority 14
Holidays 17	Loss of 14
Jury Duty 23	Sick Day Savings 42
Leaves of Absence 19-24	Sick Leave 19
Longevity 49	Extension Request 19
Overtime 39	Family Illness 19
Payroll Deductions 43	Strikes 47
Personal Business 20	No Strike Clause 47
Salary Schedule 49	Termination of Employment 37
Sick Day Savings 42	Sick Day Savings 42
Vacation 18, 37, 45	Training 13
Vacation Days at Layoff 45	Transfers 28
Wages 43, 49	Involuntary 29
Personal Business 23	Voluntary 28
Personnel File 45	Transportation Paraprofessionals 40
Personnel Relations Committee 46	Clothing Allowance 41
Physical Examinations 14	Swing Position 41
Probation 28, 34	Use of School Facilities 10
Transfers 28	Vacancies 27, 35
Professional Growth 38	Creation of New Positions 29
Recall 14	Probation 28
Notice of Recall 36	Vacation 18, 45
Rights 12	Termination of Employment 37
Recognition 5	Wages 43, 49
Reimbursement Request Form 51	Work Schedule 39
Retirement 42	Working Conditions 30

Notes

