

TA MS. 6/21/11
TA [Signature] 6/21/11

New language
to be inserted at
beginning of contract

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

AGREEMENT

This Agreement is entered into as of this 1st day of July, 2011 between the Livonia Public Schools School District, hereinafter referred to as the "DISTRICT" and the Livonia Paraprofessionals' Association, (LPA), affiliated with the Michigan Education Association (MEA), hereinafter referred to as the "UNION."

June 21, 2011

TA NA. 6/21/11
TA [Signature] 6/21/11

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
{Wednesday Before Thanksgiving**}	New Year's Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	{Memorial Day}
Christmas Eve Day	

- * Shall include summer school employees and transportation paraprofessionals who are regular employees during the school year.
- * Less than twelve month employees who continue in their classification beyond their regular work year may qualify for holiday pay for Independence Day or Labor Day subject to the provisions in this Article.
- ** In years when this day is not designated as a day off on the school calendar, the parties will meet to determine the additional day in the school year that will be the additional designated holiday.

Days in brackets are suspended for the duration of the agreement. Employee has the option to use earned vacation time.

June 21, 2011

T.A. [Signature] 6/21/11
T.A. [Signature] 6/21/11

ARTICLE XII - EMPLOYEE ABSENCES AND LEAVES

Section G. Personal Business

1. ~~Employees requesting personal business days must give notification, to the immediate supervisor. Except in cases of emergency, twenty-four (24) hours notice must be given. Approval is not required unless the personal day is preceding or following a holiday as designated in Article X. Holidays.~~

Two (2) days per year from the paraprofessional's leave bank may be used as personal business days at any time, for any reason, except immediately prior to or immediately following any recess period lasting longer than five (5) school days. Additionally, district-wide, paraprofessionals (as a group) will be limited to taking no more than 25 personal business days on any date.

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.~~
- 4.3 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 as designated in Article X. Holidays. In order to take one or more personal business days immediately preceding or following a holiday, the Human Resource office must give prior approval. Any use of personal business days under this emergency provision must have prior approval by the Director of Human Resources or designee.~~

June 21, 2011

TA DS. 6/21/11
TA [Signature] 6/21/11

ARTICLE XXII - WORK SCHEDULE

Section H. Transportation Paraprofessionals

2. Transportation paraprofessionals will begin each school year on the same run as held at the end of the previous school year. According to seniority, transportation paraprofessionals will be given an opportunity to express their run preference after the drivers make their bid in the fall.
 - a. Any run that increases a paraprofessional's time by 30 minutes after the bidding procedure is concluded; e.g., new runs, non-consecutive add-ons, and vacated runs, and ~~any work that add time~~ (not to exceed eight (8) hours) to a person's bid time will be posted for three (3) work days.

Increases less than 30 minutes default to the paraprofessional assigned to that time.

- b. When a paraprofessional is on a run that has been vacated because of a leave, the paraprofessional can bid ~~from his/her original bid times~~ onto a run that is vacated and it ~~can~~ becomes their his/her own. Paraprofessionals must be able to increase their time by a minimum of a half hour a day or two (2) hours a week.

DRAFT 2
6-20-2011

TA 9/11 6/21/11
TA 9/11 6/21/11

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, and before October 1, 2005 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. Paraprofessionals hired after September 2005 shall qualify for single coverage if they work twenty-five (25) to thirty-four (34) hours per week or qualify for up to full family coverage if they work thirty-five (35) or more hours per week. Individuals who qualify for less than full family coverage may purchase the additional coverage through payroll deductions. Paraprofessionals laid off after September 2005 and later recalled would not be treated as new hires.

Section B. Insurance Protection—Cash In Lieu

A LPA member who qualifies for health insurance and who chooses to opt out of medical healthcare as outlined in Article XIII below will receive \$208.33 for each full month in the period from July 1 to June 30 in which the employee is not covered by the District health insurance plan. This amount, less applicable deductions, will be paid on a date as agreed upon by the District and LPA leadership. The employee will not be eligible for this payment in any month in which he/she is covered on the health insurance provided through the school district as a spouse or dependent of another employee in the school district. If after choosing to opt out of District medical healthcare the status of the member changes, he/she may re-enroll in the District healthcare program and not receive the cash in lieu payment.

Section C. Coverage

The District shall pay the premiums to provide hospitalization, major medical, long term disability, and life insurance for eligible employees and their dependents as defined under approved District policy and as defined in this agreement. This coverage is subject to the terms and conditions of this agreement and between the District and the carrier and as defined in the ~~Blue Cross Blue Shield Community Blue Plan I program (BCBS CB PPO Plan I dated July 2005).~~ **HAP HMO 250/500 deductible plan.**

When using a participating physician, the plan will have a ~~ten dollar (\$10)~~ **twenty-five dollar (\$25)** co-pay.

Emergency room, urgent care and other physician costs are covered as part of the ~~Blue Cross Blue Shield Community Blue PPO Plan I program when using network providers and including applicable co-pays.~~ **HAP HMO 250/500 deductible plan when service is through an affiliated provider within the service area. Out of the service area, emergency room and urgent care services are covered when medically necessary.**

~~Beginning in the 2006-07 school year, the prescription drug coverage will change from \$10.00 to \$5.00 for generic drugs and \$20.00 for brand name drugs. The HAP prescription drug rider will change from \$2.00 to \$5.00. All prescription drugs in the HAP formulary will be \$5.00. This plan includes prescription coverage with a co-pay of \$10.00 for generic and \$20 for brand name drugs.~~

TA 3/6 6/21/11

~~The mental health rider will be at 50 percent coverage.~~

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

Single coverage	\$28.00
Two-person coverage	\$38.00
Family coverage	\$48.00

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

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

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

June 21, 2011

TA MS. 6/21/11
TA *[Signature]* 6/21/11

ARTICLE XVI - WORKING CONDITIONS

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. ~~Coverage of a classroom would be limited to the paraprofessional serving as a classroom paraprofessional.~~ Paraprofessionals assigned full time to a special needs student will not be used for classroom coverage.

TA MS. 6/21/11
TA Copied & signed 6/21/11

ARTICLE XXIX—DURATION OF AGREEMENT

~~This agreement shall be effective November 14, 2008 (date of ratification) and shall terminate on June 30, 2010.~~

This Agreement entered into between the Livonia Public Schools School District and the Livonia Paraprofessionals' Association (LPA) shall become effective upon ratification and Board approval, and shall continue until the 30th day of June 2013. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Since the previous collective bargaining agreement was not to expire until June 30, 2011, it is understood that the contract provisions outlined in the previous collective bargaining agreement will be incorporated into the new Agreement and in effect until June 30, 2011.

June 21, 2011

TA 9/11 6/21/11
TA [Signature] 6/21/11

APPENDIX A - WAGES

SALARY SCHEDULE

<u>YEAR</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>
07-08	11.31	12.12	12.94	13.94	14.90	15.97
11-12						

There will be a wage reopener for the 2012-2013 school year

ALL RATES SUBJECT TO VERIFICATION