

AGREEMENT

BETWEEN

BOARD OF EDUCATION

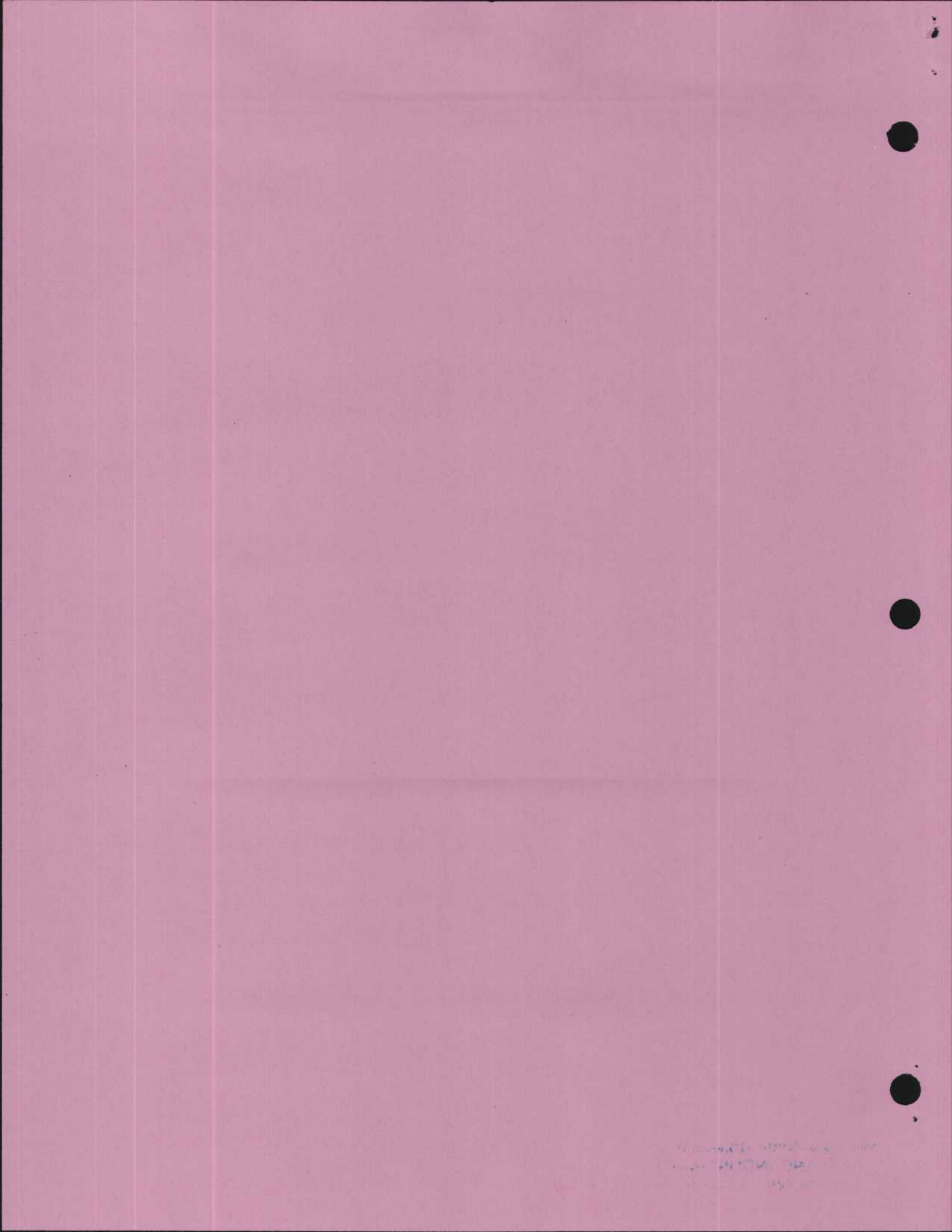
LAKE FENTON SCHOOL DISTRICT

AND

LAKE FENTON ASSOCIATION OF AIDES

1996-98

Lake Fenton Community Schools



Faint, illegible text in the bottom right corner, possibly a page number or date.

Table of Contents

1.0 AGREEMENT 1

2.0 ARTICLE I - RECOGNITION1

3.0 ARTICLE II - RIGHTS OF THE ASSOCIATION 1

4.0 ARTICLE III - WORK HOURS AND CONDITIONS 2

5.0 ARTICLE IV - VACANCIES AND PROMOTIONS2

6.0 ARTICLE V - SENIORITY 3

7.0 ARTICLE VI - SICK LEAVE 4

8.0 ARTICLE VII - GRIEVANCES 5

9.0 ARTICLE VIII - INSURANCE 6

10.0 ARTICLE IX - MISCELLANEOUS PROVISIONS. 6

11.0 ARTICLE X - COMPENSATION 6

12.0 ARTICLE XI- TERMINATION 7

13.0 SIGNATURES 8

AGREEMENT

This Agreement is made and entered into this November 26, 1996 by and between the Lake Fenton Board of Education, Fenton, Michigan, hereinafter called the "Board" and the Lake Fenton Association of Aides, hereinafter called the "LFAA".

ARTICLE I - RECOGNITION

- A. The School Board recognizes the LFAA as the exclusive bargaining representative for all members of the unit, which includes all regularly employed full and part-time aides.
- B. The position of Aide will include the following duties:
 - 1. To supervise groups of students during the school day, as assigned by the building principal.
 - 2. To assist teachers and office staff with clerical tasks.
 - 3. To assist with other school operations as assigned by the building principal.
- C. The employer will not aide, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the LFAA during the term of the agreement.

ARTICLE II - RIGHTS OF THE ASSOCIATION

- A. The LFAA shall have the right to use school buildings, but shall make requests through normal channels for room clearance and permission.
- B. The LFAA shall have the right to post notices of its activities and matters of LFAA concern on school bulletin boards.
- C. The LFAA may use the District's inter-school mail service and mailboxes for communication to its members, provided distribution of the LFAA mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.
- D. Upon the written request of the LFAA, the Board shall provide a copy of the adopted school budget.

- E. The Board will not discriminate against any Aide on the basis of race, creed, color, sex, national origin, marital status or age.

ARTICLE III - WORK HOURS AND CONDITIONS

- A. When school is in session, the normal work day for all Aides shall be according to need as set forth by the Building Principal.
- B. For any mandated professional development workshops by the employer, the employee will receive their regular hourly rate for each hour they attend.
- C. Every effort will be made to have two (2) adult supervisors on the playground at all times.

ARTICLE IV - VACANCIES AND PROMOTIONS

When a vacancy is created in the bargaining unit, the administration shall utilize the following procedure:

- A. The Board shall notify the employees of any vacancies by posting notice of vacancies and/or newly created positions, including Special Education and Central Office, five (5) working days before filling such vacancies on a permanent basis. Such posting will be posted within each building.
- B. The administration shall give first consideration to those employees in the bargaining unit who are presently employed and are fully qualified to perform such duties for vacancies and newly created positions that are covered by this contract. The final decision on filling all vacancies rests with the Board of Education, after evaluating employee qualifications and seniority.
- C. Any and all applications for vacancies or newly created positions must be made in writing. Employees not selected may inquire as to the reasons therefore.
- D. At the time of employment each employee shall be given a copy of this Agreement.
- E. Current employees and employees on layoff will be given preference over substitutes when possible.
- F. Usage of co-op students is not intended to displace aides.

ARTICLE V - SENIORITY

- A. All new employees shall serve a probationary period of fifty (50) work days during which school is scheduled. All subbing time within two (2) fiscal years would serve as probationary period. The purpose of the probationary period is to enable the Board to decide whether or not these employees shall be permitted to obtain seniority and to, therefore, be covered by the provisions of this Contract other than wages.
- B. Seniority shall be tabulated as of the first day of employment as a full time Aide after completion of the probationary period. All Aides hired prior to this Contract shall maintain their original employment date for seniority accumulations.
- C. During the probationary period, probationary employees shall not be eligible for any fringe benefits other than negotiated wages and working conditions, nor shall they be eligible for any other rights under this contract. Fringe benefits will commence on the 51st day of employment. Substitutes are to have no fringe benefits in this contract. If hired in a full time position, a substitute having worked 50 school days will be considered to have served the probationary period.
- D. The seniority roster shall be updated by the Board each year, and a copy sent to the LFAA in January.
- E. Any additional time to be worked throughout the school year, in a particular building, shall be scheduled by the building administrator in charge. Each Administrator shall assign the additional time to the Aides employed in his building offered on equal basis when possible.

Freezing of seniority:

- 1. If an Aide accepts a position covered by a different contract, said Aide's seniority will be frozen at the level at time of change.
 - 2. In the event that a new position is terminated, the employee may bump back into the Aide work force on the basis of the length of seniority frozen at the time of change of position.
- G. "When possible, association members shall be used as substitutes for other association positions. Satisfactory performance will be a factor in further opportunity of such. Such substitutions will not involve the use of employees between buildings."

- H. "When requested, aides may work as substitutes for clerical, Paraprofessional, and Secretarial personnel. When this substitute work involves two (2) hours or more, the aide will be paid at the 1st step of the classification for which they are subbing."
- I. Seniority will continue to accumulate only in the event of layoff.
- J. Seniority between all buildings will be recognized in the event of lay-off.

ARTICLE VI - SICK LEAVE

- A. Personal Leave - Leaves of absence without pay may be granted by the Board for good cause for a period of thirty-five (35) days during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by mutual agreement of the Board and the LFAA. (Personal leaves will not be granted to enable an employee to actively seek other employment or perform a trial period with another employer.)
- B. Sickness - Unpaid leaves of absence for sickness or injury of an employee will be granted, upon receipt of notice from the doctor, by the Board and may be for indefinite duration, not to exceed more than one (1) year. However, most leaves will be for a fixed period with the obligation on the employee to report any change of condition or request a continuation. Seniority shall accumulate up to 90 days during such leaves. Employees requesting such leaves or continuation of same within the reasonable limits, may be required to present a supporting certificate of a physician. An employee returning from such leave may be required to present a doctor's written release. When returning from an unpaid leave of absence, the employee will return to the same, or similar, position, if possible.
- C. Paid Sick Leave -
 - 1. Any employee who is absent because of injury or disease commensurable under Michigan Worker's Compensation law shall receive Worker's Compensation benefits only.
 - 2. All aides will be given ten (10) sick days during the duration of the contract. Two (2) may be used as personal days. Sick days may accumulate up to thirty-seven (37) days.
 - 3. Aides will receive normal daily pay when school is called for severe weather conditions (for all days not made up) and/or mechanical breakdown of building equipment.

4. In the event of death in the immediate family of employee, the employee may use up to five (5) leave days as funeral leave to be deducted from employee's sick leave. Immediate family shall be defined as spouse, child, parents, brothers, sisters, grandchildren and in-laws of the employee. One (1) day subtracted from sick leave may be used for the death of a relative outside the immediate family.
5. In the event an employee retires from Lake Fenton Community Schools under this agreement, their accumulated sick days will be paid to the employee at 60% of their hourly rate.

ARTICLE VII - GRIEVANCES

A grievance shall mean a complaint by an Aide in the bargaining unit that there has been to him a violation, misinterpretation or an inequitable application of a specific provision of this Agreement.

- A. An Aide who feels that he/she has a grievance shall first take the matter up verbally with the principal or designated administrative representative within five (5) working days following the act or condition which he/she feels is the basis for the grievance.
- B. If the matter is not resolved within three (3) working days, the Aide shall reduce the grievance to writing, specifying the section of the contract he/she alleges is violated and the events that caused the alleged violation and the remedy sought. The written grievance will be presented to the principal within five (5) working days following the date the Aide became aware of the act or condition which he/she feels is the basis for the grievance.
- C. Within three (3) working days of the receipt of the written grievance, the principal will attempt to arrange a conference. If the principal fails to answer within three (3) working days, the grievance may be submitted to the Superintendent of Schools within an additional three (3) working days.
- D. The Superintendent shall answer the grievance within five (5) work days of receipt of the appeal. If the Superintendent's answer does not settle the grievance, the employee may, within five (5) working days of the receipt of the Superintendent's answer, appeal the grievance to the Board of Education. The grievance shall be placed on the next regularly scheduled Board of Education meeting agenda. The grievance shall be settled within thirty (30) days from the date of appeal to the Board of Education.

ARTICLE VIII - INSURANCE

Effective upon agreement of this contract, each regularly employed full time Aide (reports daily) will receive \$5,000 of term life insurance with AD & D and subject to the terms of the carrier.

ARTICLE IX - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. Past practices shall not be recognized.
- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all Aides now employed or hereinafter employed by the Board.
- C. This contract may be amended during its duration only by mutual consent of the Board of Education and the LFAA.

ARTICLE X - COMPENSATION

	JOB CLASSIFICATION RATE	
	1996-97	1997-98
AIDES:	\$7.21	\$7.43

- A. Substitute and probationary employees will receive \$5.00 per hour. Days worked as a substitute will count toward satisfying the probationary period.
- B. Salaries for 1996-97 shall be retroactive to July 1, 1996.
- C. On half days, aides will be paid for the number of hours needed as determined by the building administrator.
- D. Employees will be paid for the following holidays:

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

The following criteria must be met to receive holiday pay:

1. The employee is a seniority employee on the date of the holiday.
 2. The employee must have worked or been legitimately excused from work for illness on the last scheduled work day prior to the holiday and the first scheduled work day following the holiday.
- E. The district will reimburse any employee interested in taking one of the Adult High School Career and/or Technical program classes. Current cost \$60.00 per class.

ARTICLE XI- TERMINATION

- A. This Agreement shall become effective July 1, 1996 and remain in effect until June 30, 1998.
- B. At least sixty (60) days prior to the expiration date of the Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of aides employed by the Board.
- C. The parties further agree to meet during the normal school year upon the call of either party to discuss any and all problems concerning wages, hours and working conditions that arise during the year.
- D. In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives as of the 26th day of November, 1996.

SIGNATURES

LAKE FENTON BOARD OF EDUCATION

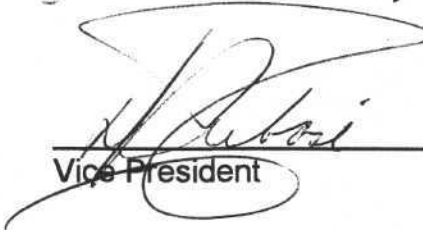
LAKE FENTON AIDES ASSOCIATION



President



Co-Chairperson Negotiation Committee

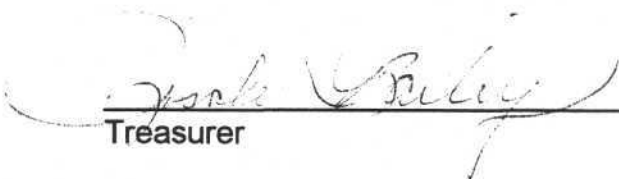


Vice President

Co-Chairperson Negotiation Committee



Secretary



Treasurer

December 9, 1996
Date

December 10 1996
Date

