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L A K E F E N T O N S C H O O L D I S T R I C T

A N D

L A K E F E N T O N A S S O C I A T I O N O F A I D E S

1998-2001

Lake Fenton Community School

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TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....	1
ARTICLE II - RIGHTS OF THE ASSOCIATION	1
ARTICLE III - WORK HOURS AND CONDITIONS	2
ARTICLE IV - VACANCIES AND PROMOTIONS	2
ARTICLE V - SENIORITY	3
ARTICLE VI - SICK LEAVE	4
ARTICLE VII - GRIEVANCES.....	5
ARTICLE VIII - INSURANCE	6
ARTICLE IX - MISCELLANEOUS PROVISIONS	6
ARTICLE X - COMPENSATION	6
ARTICLE XI- TERMINATION.....	7
SIGNATURES.....	8



This Agreement is made and entered into this March 4, 1999 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 or W.A.V.E. (school volunteers) 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 office personnel, clerks, and paraprofessionals. When the substitute works two (2) hours or more, the aide will be paid as follows:

Office Personnel – first step of clerk job classification rate (secretarial contract)
Clerk – first step of clerk job classification rate (secretarial contract)
Paraprofessional – first step of paraprofessional job classification rate
(secretarial contact)

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 fifty (50) 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		
	1998-99	1999-00	2000-2001
AIDES:	\$7.90	\$8.36	490 \$8.69 \$\$ to be determined when the school district is informed of their foundation grant. The salary will be the maximum percent given, based on the foundation grant to the district but not to exceed 4%.

- A. Substitute and probationary employees will receive minimum wage per hour. Days worked as a substitute will count toward satisfying the probationary period.
- B. Salaries for 1998-99 shall be retroactive to July 1, 1998.
- 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, 1998 and remain in effect until June 30, 2001.
- 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 4th day of March, 1999.

SIGNATURES

LAKE FENTON BOARD OF EDUCATION

LAKE FENTON AIDES ASSOCIATION

John Hayes
President

D'Arcy L. Williams
Co-Chairperson Negotiation Committee

Jerry S. Ropdale
Vice President

Susan Meyer
Co-Chairperson Negotiation Committee

Alberta B. Martin
Secretary

Robert King
Treasurer

March 8, 1999
Date

March 12, 1999
Date

LAKE FENTON COMMUNITY SCHOOLS 1998-99 CALENDAR

August 26, Weds.	New Teacher Orientation
August 27, Thurs.	Teacher Orientation
August 31, Mon	Half Day - K-12, A.M. Kdg, Teacher-Inservice in P.M.
September 4/7, Fri/Mon	NO SCHOOL K-12 LABOR DAY
September 10, Thurs.	High School Open House
September 23, Weds.	Torrey Hill Open House
September 24, Thurs.	West Shore Open House
October 9, Fri.	High School First Marking Period Ends
October 21, Weds.	High School Teacher Conferences 6:30 - 9:00 p.m.
October 30, Fri.	West Shore/Torrey Hill. First Marking Period Ends Full Day Classes K-12
November 4, 5, 6,	West Shore/Torrey Hill Teacher Conf. - A.M. classes K-8 P.M. Kdg on 4th, 6th - A.M. Kdg on 5th
November 20, Fri.	High School - Second Marking Period Ends
November 25, Weds.	A.M. Classes K-12 -- Compensatory Time -- P.M. Kdg
November 26, 27, Th & Fr	NO SCHOOL K-12 - Thanksgiving Recess
December 18, Fri.	Last Day Before Winter Recess
January 4, Mon.	School Resumes
January 14, 15 Thurs/Fri	A.M. Classes 9-12 -- Exams
January 15, Fri.	First Semester Ends
January 18, Mon.	NO SCHOOL K-12 - Teacher Record Day
January 19, Tues.	Second Semester Begins
February 12, Fri	Half Day K-12 / Teacher Inservice - PM
February 15, Mon	NO SCHOOL K-12 - Mid-Winter Break
February 26, Fri.	High School Fourth Marking Period Ends
March 11, Thurs.	High School Teacher Conferences 6:30 - 9:00 P.M.
March 26, Fri.	West Shore/Torrey Hill Third Marking Period Ends Full Day Classes K-12
March 31, Apr 1	West Shore/Torrey Hill Teacher Conf.
Weds/Thurs 31 / 1	Half Day K-8 -- A.M. Kdg on 31st, P.M. Kdg on 1st
April 1, Thurs.	Half Day - A.M. Classes K-12
April 2-11	NO SCHOOL K-12 - Spring Break
April 12, Mon.	School Resumes
April 16, Fri.	High School Fifth Marking Period Ends
May 31, Mon.	NO SCHOOL K-12 - Memorial Day
June 9, 10, Weds/Thurs	A.M. Classes 9-12 -- Exams
June 10, Thurs.	Last Day of Classes - A.M. Classes K-12 -- A.M. Kdg
June 11, Fri.	Teacher Record Day

CLASS STARTING TIMES CLASS ENDING TIMES

<u>WEST SHORE</u>	8:35 AM	3:35 PM
<u>TORREY HILL</u>		
Mon, Tues, Thurs, Fri.	7:38 AM	2:32 PM
Wednesday	9:30 AM	2:32 PM
<u>HIGH SCHOOL</u>		
Mon, Tues, Thurs, Fri.	7:30 AM	2:19 PM
Wednesday	9:15 AM	2:06 PM

LAKE FENTON COMMUNITY SCHOOLS 1999-2000 CALENDAR

August 25, Weds.	New Teacher Orientation
August 26, Thurs.	Teacher Orientation
August 30, Mon	Half Day - K-12, A.M. Kdg , Teacher-Inservice in P.M.
September 3/6, Fri/Mon	NO SCHOOL K-12 LABOR DAY
September 9, Thurs.	High School Open House (1)
September 29, Weds.	Torrey Hill Open House (2)
September 30, Thurs.	West Shore Open House (2)
October 8, Fri.	High School First Marking Period Ends
October 19, Tues.	High School Teacher Conferences 6:30 - 9:00 p.m. (3) (4)
October 29, Fri.	West Shore/Torrey Hill. First Marking Period Ends
	Full Day Classes K-12 (5)
November 3, 4, 5,	West Shore/Torrey Hill Teacher Conf. - A.M. classes K-8 P.M. Kdg on 3th, 5th - A.M. Kdg on 4th (3)
November 19, Fri.	High School - Second Marking Period Ends
November 24, Weds.	A.M. Classes K-12 -- Compensatory Time -- P.M. Kdg
November 25, 26, Th & Fr	NO SCHOOL K-12 - Thanksgiving Recess
December 17, Fri.	Last Day Before Winter Recess
January 3, Mon.	School Resumes
January 13, 14 Thurs/Fri	A.M. Classes 9-12 -- Exams
January 14, Fri.	First Semester Ends
January 17, Mon.	NO SCHOOL K-12 - Teacher Record Day
January 18, Tues.	Second Semester Begins
February 18, Fri	Half Day K-12 / Teacher Inservice - PM A.M. Kdg
February 21, Mon	NO SCHOOL K-12 - Mid-Winter Break
February 25, Fri.	High School Fourth Marking Period Ends
March 8, Weds.	High School Teacher Conferences 6:30 - 9:00 P.M. (3) (4)
March 24, Fri.	West Shore/Torrey Hill Third Marking Period Ends
	Full Day Classes K-12 (5)
March 30, 31	West Shore/Torrey Hill Teacher Conf. (3)
Thurs/Fri.	Half Day K-8 -- A.M. Kdg on 30th, P.M. Kdg on 31st
April 7, Fri.	High School Fifth Marking Period Ends
April 20, Thurs.	Half Day - A.M. Classes K -12 P.M. Kdg
April 21-28	NO SCHOOL K-12 - Spring Break
May 1, Mon.	School Resumes
May 29, Mon.	NO SCHOOL K-12 - Memorial Day
June 7, 8, Weds/Thurs	A.M. Classes 9-12 -- Exams
June 8, Thurs.	Last Day of Classes - A.M. Classes K-12 -- A.M. Kdg
June 9, Fri.	Teacher Record Day

CLASS STARTING TIMES

CLASS ENDING TIMES

WEST SHORE

8:35 AM

3:35 PM

TORREY HILL

Mon, Tues, Thurs, Fri.

7:38 AM

2:32 PM

Wednesday

9:30 AM

2:32 PM

HIGH SCHOOL

Mon, Tues, Thurs, Fri.

7:30 AM

2:19 PM

Wednesday

9:15 AM

2:06 PM

**AIDE SENIORITY LIST
1998-99**

as of June 30,1998

NAME	HIRE DATE	DATE FULL TIME EMP.	SENIORITY DATE	YEARS SERVICE	POSITION LOCATION
Julie Kirkey	2-07-92	10-09-92	10-09-92	6 6/12***	West Shore
Joann Gavron	10-04-93	8-29-94	9-14-94	4 10/12	West Shore
Ruth Karabina	9-14-94	10-04-94	12-06-94	4 7/12	West Shore
Sue Metzger	11-29-94	10-11-96	10-11-96	1 9/12	West Shore
Terese Henry	11-21-95	10-07-96	10-07-96	1 9/12	Torrey Hill
D'arcy Williams	1-23-95	1-06-97	1-06-97	1 6/12	Torrey Hill
Karen Kinne	10-17-75	9-08-97	11-19-97	10/12	Torrey Hill
Linda Jackson	9-15-97	1-05-98	2-11-98	5/12	Torrey Hill

EMPLOYEES WHOSE SENIORITY AS AIDE IS FROZEN

(Iren Cameron *)	9-30-82	(To 1/2 time Secretary 9-14-94. Seniority from 10-6-82 to 9-14-94 as Aide is frozen).			
(Melitta Krusina)	9-07-76	(To library clerk. 11-07-88. Seniority from 9-7-76 to 11-07-88 as Aide is frozen).			
(Gail Knuth)	3-24-80	(To Clerk 9-17-82. Seniority from 3-24-80 to 9-17-82 as Aide is frozen).			
(Elona Gallagher)	10-13-82	(To Para-Professional 2-21-89. Seniority from 10-13-82 to 2-21-89 as Aide is frozen).			
(Nancy Harris)	11-12-82	(To Para-Professional 8-26-86. Seniority from 11-12-82 to 8-26-86 as Aide is frozen).			
(Joanne Dixon)	3-02-89	(To Para-Professional 8-24-92. Seniority from 3-2-89 to 8-24-92 as Aide is Frozen)			
(Martha Savoie)	11-13-91	(To Para-Professional 10-6-95, Seniority from 11-13-91 to 10-6-95 Aide is frozen)			
(Opal Jackson)**	1-04-88	(To Para-Professional 10-31-95. Seniority from 1-14-88 to 10-31-95 as Aide is frozen)			

* Loss of 8 months seniority due to sick leave 85-86, 86-87.

** Loss of 5 months seniority due to sick leave (89-90)

*** Loss of 2 mths seniority due to personal leave (96-97)

