

**MASTER AGREEMENT**

**Between the**

**LAKE CITY AREA SCHOOLS**

**And the**

**LAKE CITY PARAPROFESSIONAL  
FEDERATION**

**2003-2007**

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**This agreement is made by and between the Board of Education of the Lake City Area Schools, Missaukee County, Michigan (hereinafter called the "Board"), and the Paraprofessional Chapter of the Lake City Federation of Teachers, AFT Local 3239 (hereinafter called the "Union").**

**ARTICLE I – Purpose and Intent**

**The general purpose of this agreement is to set forth all wages, hours, terms and conditions of employment which exist between the Board, the employees in the bargaining unit and the Union.**

**ARTICLE II – Recognition**

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment, for the term of this Agreement, of all employees of the Board included in the bargaining unit, as described below.**
- B. The term "employee" shall include all aides.**

**ARTICLE III – Right of the Board**

- A. It is agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Continue its rights, policies, and practices of assignments and director of its personnel and scheduling of all the foregoing.**
  - 2. The right to establish, modify, or change any work or business or school hours or day.**
  - 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign employees, assign work or duties to employees, determine the size of the work force and to lay off employees**
  - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing 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 or changes therein.

5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees.
  7. 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.
  8. Determine the placement or operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

#### ARTICLE IV – Strikes and Lockouts

The Union agrees that during the life of this Agreement neither the Union nor its agents will authorize, instigate, aid, condone, or engage in work stoppage, slow down, or strike. The Board agrees that during the same period there will be no lockouts.

#### ARTICLE V – Hours and General Description of Work

- A. The services of unit employees shall be utilized in whatever manner the Board, or the superintendent of Schools or Building Principal, as agents of the Board, may reasonably deem to be appropriate and to further the educational programs of the Lake City Area Schools.
- B. Employees who work four (4) hours are entitled to one (1) fifteen minute break with pay. Employees who work more than four hours are entitled to two (2) fifteen (15) minute breaks with pay. These employees are also entitled to a duty-free non-paid thirty (30) minute lunch period.
- C. Unit employees are not normally to be given sole responsibility for classroom management or instruction. In an emergency situation, it is permissible for an aide to assume temporary leadership of a classroom in the temporary absence of a teacher providing a certified teacher or administrator has been specifically designated to be responsible for the class. Such responsible individual shall visit the classroom at regular intervals.

## **ARTICLE VI – Representation**

- A. The Union shall keep an up-to-date list of building representatives and shall supply the Board with a copy of same, including officers of the Union, and shall notify the Board if any changes are made.**
- B. When necessary, building representatives shall be permitted reasonable time to investigate and present grievances during working hours. Such representative shall not leave his/her job to conduct his/her duties as representative without first securing the approval of his/her immediate supervisor.**

## **ARTICLE VII – Assignments and Duties**

- A. The assignment of duties, functions, work schedules of all unit employees shall be the responsibility of the building principal. When assignments are made for an aide to assist a particular teacher, such teacher shall supervise the activities of the aide and assign duties within the classroom or assigned area to the aide.**
- B. Unit employees shall be informed of their regular assignments at the beginning of a semester. In the event that changes of assignment or duty become necessary during a school year, the affected employee(s) shall be informed as far in advance as possible, but a good faith inability to give prior notice shall not precluded reassignment.**
- C. Job description for each category of paraprofessional assignment shall be provided by the Board. When this has been accomplished, an aide shall receive a written job description for an initial assignment and for any additional assignments which arise during the course of employment.**

## **ARTICLE VIII – Vacancies and Transfers**

- A. All vacancies, whether created by expansion, resignation, discharge, transfer, leave or promotion shall be filled by the applicant found by the Board to be the most qualified.**

**For the purpose of this agreement, qualifications shall be considered to be related work experience, past performance of the applicant, and other reasonable factors determined by the board. If applicants for a job vacancy**

are found by the board to be equal, the vacancy shall be filled by the applicant with greatest seniority in the school district.

Whenever any permanent vacancy within the bargaining unit occurs, the Board agrees to provide for posting of the position and to give written notice of the vacancy to the union. No vacancy shall be filled until it has been posted for at least five (5) days.

- B. When for reasonable cause, a transfer must be made on a non-voluntary basis, the Board of Education shall have the sole authority to determine which employees shall be transferred to which positions.

**ARTICLE IX – Seniority, Lay-off and Recall**

- A. Seniority shall be defined as length of service in the district, exclusive of lay-off and unpaid leave periods. During lay-off and/or unpaid leave periods, seniority shall not continue to accrue, but shall be “frozen” from the commencement date to the termination date of the lay-off and/or leave.
- B. Bargaining unit positions are divided into the following categories:

Instructional Aides	Title Aides
Library Aides	Office Aides
Playground Aides	Health Aides

In the event of a lay-off the following procedure will be utilized:

- 1. Employees will be laid-off in inverse order of seniority within “Category of Employment,” as listed below:
  - Instructional & Title 1 Aides – In times of Reductions in Force (RIF), employees in this category may “bump” anyone in this or the other two (2) categories (listed below) with less seniority provided that they meet any requirements imposed by state or federal law or regulation.

It is further agreed that all current employees who have previously completed their probationary period in one of these positions (instructional or title 1) retain their right of “bumping” into any category, regardless of their current assignment provided that they meet any requirements imposed by state or federal law or regulation. Specifically, these employees are:

    - Kimberly Brooks
    - Tanya Baldwin
    - Kathy Swinehart
    - Laurie Walsh
    - Connie Bass

- **Library & Office Aides – In times of Reductions in Force (RIF), employees in this category may “bump” anyone in this category or the one listed below provided that they meet any requirements imposed by state or federal law or regulation.**

**It is further agreed that all current employees who have previously completed their probationary period in one of these positions (library or office) retain their right of “bumping” into this category or the one (1) below. Specifically, this employee is:**

- **Carol Pedlar**

- **Playground & Health Aides – In times of Reduction in Force (RIF), employees in this category may only “bump” employees with less seniority in this category provided that they meet any requirements imposed by state or federal law or regulation.**

2. **Employees shall be recalled in order of seniority within their category, providing that if an employee is being recalled into a new category he/she must satisfactorily complete a thirty (30) work day trial period and must meet any requirements imposed by state or federal law.**
3. **Registered or certified letters of recall shall be sent to the last address the employee listed with the Board as his/her mailing address.**
4. **Employees on lay-off, who have any change of address during lay-off, are responsible to provide written notification of any changes in their address to the Superintendent at the Central Office by registered or certified mail, during the two-year recall time period. If an employee fails to notify the Superintendent and the district is unable within reasonable efforts to reach the individual, he/she shall be considered to have voluntarily abandoned employment with the district and shall forfeit all employment rights with the district.**
5. **Reductions in force or lay-offs may occur whenever, in the sole discretion of the board, such action is necessary. This may be done by reducing hours or by eliminating positions and reassigning job duties.**

**ARTICLE X – Job Security, Discipline, Discharge**

- A.** The probationary period for new employees will be a period of one (1) calendar year from the date of hire.
- B.** Discharge of a probationary employee shall not be grievable or arbitrable, provided that administration has made reasonable efforts to inform probationary employees of job expectations and has provided written criteria for improvement to the probationary employee within reasonable time prior to the termination. In the event an employee asserts that the administration has failed to meet its obligations under this provision, the employee may request that the board of education consider and reverse or modify the administration's determination provided that any such claim is filed within fifteen (15) days of the date of the notice of termination. The board's determination shall be final and binding on all parties and is not subject to the contractual grievance procedure. For purposes of this provision, the term written criteria for improvement shall mean that the employee is furnished with written evaluations, based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance.

Nothing shall preclude discharge or discipline of an employee during the probationary period for reasons other than performance deficiencies (e.g., misconduct, conviction of a crime, serious rule violations, etc.). Probationary employees are employed on an "at-will" basis until completion of their probationary period.

- C.** Annual evaluations will be given to each aide by the supervising administrator. It is herewith understood that, if an employee receives two consecutive overall unsatisfactory (annual) ratings, the employee will be terminated, provided that the employee is furnished with written evaluations, based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance.
- D.** A non-probationary employee discharged or suspended, who considers such discharge without good cause, shall present a grievance within fifteen (15) working days of such action. Any discharge or suspension not questioned within fifteen (15) days shall be considered final.



## **ARTICLE XI – Grievance Procedure**

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. The following matter shall not be the basis of any grievance: Discharge of employees in the bargaining unit during the probationary period shall not be grievable except as provided in Article X.**
- B. At the beginning of each school year, the Union shall notify the administration of the Grievance Chairman and any alternate(s) who may perform this function in the absence of the Grievance Chairman.**
- C. An aggrieved person shall mean any member or members of the bargaining unit, or the Union on its own behalf, making the complaint. Wherever notice is used, it is intended that such be written notice to all parties concerned. The term days shall mean duty days, except where otherwise indicated.**
- D. General Principles**
- 1. A grievance may be withdrawn at any level, but withdrawal shall not extend the time limits hereinafter specified.**
  - 2. If a grievance arises from the action of authority higher than the building principal, it may be initiated at Step 1 of this procedure.**
  - 3. Hearings and conferences held under this procedure shall be conducted at times other than when aggrieved persons are scheduled for duty, unless it is impossible or unreasonable to do so. If scheduled during duty hours, the employees shall suffer no loss in pay.**
  - 4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure. Any written grievance not substantially in accordance with the form may be rejected as improper, and such rejection shall not extend the time limits.**
  - 5. Not decision or adjustment of a grievance shall be contrary to any provision of this Agreement.**
  - 6. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.**
  - 7. If the Board or its designated agents fail to communicate a decision on a grievance within the specified time limits, the grievance may be appealed to the next step.**

8. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall not have power to extend such limits.
9. The arbitrator shall have no power to alter, add to, or subtract from the term of this Agreement.
10. The arbitrator shall have no power to establish salary scales or to change a salary.
11. The arbitrator shall have no power to decide any question which, under this Agreement, is within the exclusive responsibility of the Board to decide. In rendering decisions, the arbitrator shall give due regard to the responsibilities of the Board, and shall so construe this agreement that there will be no interference with such responsibilities, except as they may be conditioned by this Agreement.
12. The arbitrator shall have no power to interpret state or federal law.
13. No arbitrator shall hear more than one grievance at any one hearing without mutual consent of the Board and the Union.
14. The Board and the Union each shall bear the full cost for their representative counsel in the arbitration.
15. The arbitrator's fee shall be assessed against the parties in a proportion to be determined by the arbitrator.
16. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s), and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation of the issue(s) to the arbitrator in advance of the hearing date.
17. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union.

**E. Procedure for Adjustment of Grievance**

1. Grievance shall be presented and adjusted in accordance with the following procedures.

**A. Step I—Informal Conference:**

- 1. A complaint shall first be discussed with the immediate supervisor with the object of resolving the matter informally by the aggrieved person, his Union representative, or both.**
- 2. In the event the matter is resolved informally and the Union Representative was not present at the adjustment of the Complaint, the immediate supervisor shall inform the Union of the adjustment.**

**B. Step 2—Written Procedure, Immediate Supervisor:**

- 1. In the event the matter is not resolved informally, the grievance, state in writing on the form provided for such purpose, may be submitted to the immediate supervisor within fifteen (15) days following the discovery of the act or condition forming the basis of the grievance, or within fifteen (15) days of the act or conditions, whichever shall occur first.**
- 2. Upon investigation of the issues involved, the immediate supervisor shall, within five (5) days following receipt of the grievance, communicate his decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.**

**C. Step 3—Written Procedure, Superintendent:**

- 1. In the event the matter is not resolved at Step 2, the aggrieved person may, within five (5) days of receipt of the answer at Step 2 appeal to the Superintendent by filing a copy of the grievance form and answers thereto.**
- 2. Upon investigation of the issues involved, the Superintendent shall, within fifteen (15) days following receipt of the grievance, communicate his decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.**

**D. Step 4—Written Procedure, Board of Education:**

- 1. In the event the matter is not resolved at Step 3, the aggrieved person may, within five (5) days of receipt of the answer at Step 3 appeal to the Board by filing a copy of the grievance form and answers thereto.**
- 2. In not less than five (5), nor more than thirty-five (35) calendar days, the Board shall hold a private hearing. The aggrieved person, his Union representative, and necessary witnesses, plus administration may be present. At least three (3) days notice shall be given by the Board.**
- 3. Within ten (10) days of the conclusion of the hearing, the Board shall render its decision in writing, including reasons therefore, on the form provided, sending copies to the Union, the aggrieved person (if any), and to the administration.**

**E. Step 5—Arbitration: Within ten (10) days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association.**

**ARTICLE XII – Personnel Records**

- A. An employee may inspect the contents of his/her personnel file. A union representative may be present on request of the employee.**
- B. Employees shall initial and date the materials placed in the file upon request of the Board.**
- C. All material making adverse reference to an employee's competence, character or manner shall be place in a file only with an employee's knowledge within a reasonable time after receipt or discovery of said material. An employee shall have the right to attach his/her comments thereto within a reasonable period of time.**

**ARTICLE XIII – Compensation**

**A. The salary schedule is included therein as Addendum A.**

- 1. Pay periods shall be every other Friday.**
  
- 2. Year Round Pay for Aides**
  - Number of hours worked each day multiplied by number of contract days multiplied by hourly rate equals annual wage.
  - Annual wage can be paid in either 21 or 26 pays (this would have to include all of the aides group).
  - Annual wage divided by 21 or 26 pays equal gross amount of each paycheck.
  - Submit time sheet only when extra time has been worked, or when unpaid days are taken. No time sheet/no payment. Do not assume the payroll department knows about additional hours OR unpaid days.
  - Each aide will receive a worksheet at the beginning of the school year with wage calculations and the option to select number of pays. The sheet will need to be signed (indicating agreement) and returned to the payroll department prior to the first pay of the year in order for a pay check to be issued.

**3. The School District will pay an Educational Premium, as follows (non-accumulative). [Degree and/or Training must be approved by district.]**

- With mutual agreement (of course) = \$100.00 per semester hour
- Aide Certification = \$300.00 per year
- Attainment of Associate Degree = \$600.00 per year
- Baccalaureate Degree = \$900.00 per year

**4. At the time of retirement under MIPSERS, severance pay for unused sick time will be granted according to the following schedule;**

120 DAYS	\$2,500
110 – 119	1,700
100 – 109	1,600
90 - 99	1,500
80 - 89	1,400
70 - 79	1,300
60 - 69	1,100
50 - 59	950
40 - 49	800
30 - 39	650
20 - 29	500
10 - 19	350
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- B. All authorizations for payroll deductions will be in writing and shall be available for:**
- 1. Union dues**
  - 2. United States Bonds**
  - 3. Credit Union**
  - 4. United Foundation**
  - 5. Tax Sheltered Annuities**
  - 6. Any other mutually agreed upon items**
- C. Unit employees shall receive pay for days on which they actually report for duty and perform their duties as assigned, except for "snow days" or other closings. Employees will receive their full pay for two (2) of these days in any given year**

**ARTICLE XIV – Fringe Benefits**

**A. HEALTH - INSURANCE:**

- 1. Two-person Health Insurance will be provided according to the following scheduled rates (currently MEBS insurance):**

	<b>03-04</b>	<b>04-05</b>	<b>05-06</b>	<b>06-07</b>
<b>35hrs per week +</b>	<b>95%</b>	<b>92%</b>	<b>90%</b>	<b>88%</b>
<b>25 hrs up to 35</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>
<b>20 hrs up to 25</b>	<b>50%</b>	<b>50%</b>	<b>50%</b>	<b>50%</b>
<b>10 hrs up to 20</b>	<b>30%</b>	<b>30%</b>	<b>30%</b>	<b>30%</b>

- 2. Health insurance will have an annual "opener" to participate in district discussion on matters relating to controlling costs and providing benefits for health insurance coverage. (For example, prescription co-pay is currently \$15-\$30 depending upon 30 or 90 day prescription services.)**
- C. If an employee who is currently covered by the insurance of a spouse with this or another employer loses such coverage (e.g. spouse is laid-off or retires), such employee shall be immediately eligible to apply for the Board-paid insurance.**

**Further, if a spouse, of an employee, who is currently covered by insurance with another employer loses such coverage (e.g. spouse is laid-off or retires), such spouse through the employee, shall be immediately eligible for Board-paid insurance.**

**D. The provisions of this Article, and the benefits provided, are subject to the rules, regulations and policies of the insurance carrier.**

**E. An Employee who is laid-off, or who is on an unpaid or maternity leave will not be entitled to Board-paid health insurance. A person on maternity or unpaid leave may, however, continue group coverage by paying the Board for such coverage at such time as the Board determines.**

**F. Person not electing health insurance shall receive the following "In-Lieu" amounts by hours worked.**

<b>35 hours +</b>	<b>\$2,500</b>
<b>25 hours up to 35</b>	<b>\$2,000</b>
<b>20 hrs up to 25</b>	<b>\$1,500</b>
<b>10 hrs up to 20</b>	<b>\$1,000</b>

**(Grandfathered at the higher rate of \$2,500 per individual for the life of this contract are Connie Bass, Kimberly Brooks, Jan Lydick, Ellen VanderWal and Tanya Baldwin.)**

**G. The Board will provide \$30,000 life insurance for each employee.**

**H. Dental:**

<b>35 hours</b>	<b>=</b>	<b>100%</b>	<b>Premium up to \$800</b>
<b>25 hours up to 35</b>	<b>=</b>	<b>75%</b>	<b>" \$600</b>
<b>20 hrs up to 25</b>	<b>=</b>	<b>50%</b>	<b>" \$400</b>
<b>10 hrs up to 20</b>	<b>=</b>	<b>30%</b>	<b>\$200</b>

**(Dental is limited to 3% per year increase - non-accumulative)**

**I. Vision: Rates will be for "Plan 2" commencing with the signing of this agreement in accordance with the following schedule.**

<b>35 hours</b>	<b>=</b>	<b>100%</b>	<b>Premium up to \$400</b>
<b>25 hours up to 35</b>	<b>=</b>	<b>75%</b>	<b>" \$300</b>
<b>20 hrs up to 25</b>	<b>=</b>	<b>50%</b>	<b>" \$200</b>
<b>10 hrs up to 20</b>	<b>=</b>	<b>30%</b>	<b>\$100</b>

**(Vision is limited to 3% per year increase – non-accumulative)**

## **ARTICLE XV – Leaves**

### **A. Sick Leave:**

- 1. Upon initial employment and each year thereafter, each employee shall be granted sick leave in the amount of ten (10) days. Sick leave days are to be used solely and exclusively for illness of the employee and/or a member of his/her immediate family or person for whose financial or physical care the individual is responsible for. Sick leave may also be used for doctor appointments which cannot otherwise be scheduled.**
- 2. Unused sick days shall accrue to a maximum of one-hundred twenty (120) days.**
- 3. Part-time employees shall earn paid sick-leave days on a pro-rated basis.**
- 4. In the event that an employee is absent due to illness for five (5) consecutive days, the Board may, at its own expense, require an examination by a physician selected by the Board.**

### **B. Personal Leave:**

**A maximum of two days per year shall be available for personal business of the employee. Personal leave days are not to be taken for activities which could be performed during vacation or non-school hours. Except in cases of emergency, requests for personal leave days shall be made at least two days in advance of the time the day(s) on which personal leave is to be taken. In the event the days are not used either one or both may be credited to the individuals sick bank but not if the addition would exceed the 120 day cap on paid sick days.**

**Rules governing the use of personal leave days are as follows:**

- 1. The employee must request permission from the superintendent at least two (2) working days in advance of the expected date of absence. (Except in cases of emergency.)**
- 2. The employee must inform the superintendent, in writing of the reason for the request for use of personal leave.**
- 3. Examples of some acceptable reasons for use of personal leave are:**



- a. **Government, law, or court appearances, involuntary or compulsory (i.e., social security, income tax, court witness.)**
  - b. **Business transactions of an urgent nature which cannot be completed before or after working hours.**
  - c. **Funeral of a person whose relationship warrants such attention.**
4. **It is expressly agreed that personal business days shall not be used for recreation, vacation or shopping trips.**

**C. Jury Duty:**

**An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day to a maximum of ten (10) days in which the employee reports for or performs jury duty and on which he/she otherwise would have been schedule to work provided the employee turns over to the employer the amount received for jury duty on the days when the employee would otherwise have been undertaking regular assigned work in the district. If an employee is paid mileage by the court, such employee shall retain the mileage payment.**

**D. Extended Child Care Leave:**

1. **An Extended Child Care Leave without pay shall be granted to any employee, provided that the employee applies in writing to the Board at least thirty (30) days prior to the date such leave is to commence, except in the case of emergency.**
2. **The employee's request for leave shall include the beginning date of the requested leave and shall include the employee's date of return.**
3. **An Extended Child Leave shall be granted for up to a maximum of one (1) calendar year per child.**
4. **An Extended Child Care Leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.**
5. **An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the employer. However, the employer reserves the right in its sole discretion to approve accelerated termination of leave on the basis of each individual case.**

6. The employee will not receive seniority credit for the duration of the Extended Child Care Leave.
7. Upon return from such leave, the Employee shall be returned to the same position held prior to the leave or a comparable position if the same position no longer exists. If there is no vacancy, the lay-off procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.
8. Failure to return from a leave on the date specified without reasonable cause shall be deemed a resignation unless mutually agreed upon by the employer and the employee prior to said date.
9. Extended Child Care Leave shall provide no experience credit on the salary grid. Upon the return from leave, the employee shall be entitled to all benefits accrued to said leave.

**E. Funeral Leave:**

Employees shall be granted up to five (5) paid leave days following a death on the immediate family. (Immediate family: Spouse, children, son/daughter-in-law(s), parents, parents-in-law, grandparents, grand children, brothers, sisters, brother/sister-in-law(s), or any person for whose financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person. The Superintendent has the authority to grant funeral days beyond the relatives listed.

**F. Unpaid Leave:**

An employee requesting an unpaid leave of absence for any reason other than illness shall make application to the Superintendent of Schools in writing, stating the length of leave requested and the purpose thereof. Approval rests solely with the employers.

**G. Unpaid Leave Conditions:**

Employees on unpaid leaves will not be covered by any employer benefits. Failure to return after termination date of leave, unless such failure is legitimately excusable in the judgment of the employer, shall constitute termination of employment.

- H. Return from Leave:**  
Providing there is a vacancy, an employee returning from a leave will be entitled to the same or similar position as the one he/she took leave from. If there is no vacancy the lay-off procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.

**ARTICLE XVI – Evaluation Procedures**

- A. All employees in the bargaining unit shall be evaluated by their principal or immediate supervisor at least once per year.**
- B. Each employee, upon initial employment or the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated.**
- C. If an employee is rated unsatisfactory, such employee shall be notified and given a copy. A conference shall thereafter take place between the principal or immediate supervisor and the employee. See Article X**

**ARTICLE XVII – Bulletin Board Space**

The Board will make available bulletin board space in each school location for use by the Union to post notices and related material.

**ARTICLE XVIII – Use of Facilities**

The Union and its representative shall have the right to use rooms in the school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for the use of rooms one hour before the commencement of the school day nor until five p.m. of that day. Such use will require that the Union follow the established building scheduling procedures.

**ARTICLE XIX – Information Availability**

The Board shall make available to the Union within a reasonable time statistics, records, work schedules, or other information which the Union reasonably needs for preparation of bargaining demands, for implementation of the terms of this Agreement, or for the processing of grievances arising out of this Agreement. (It is understood that this provision in no way requires the Board to compile materials in ways such material is not normally compiled.)

## **ARTICLE XX – Dues Check-Off**

- A. Upon filing with the Board of a written authorization form for payroll deduction, signed by the employee, the Board agrees to deduct Union membership dues which have been levied in accordance with the constitution and By-Laws of the Union from the pay of such employee.**
- B. Deductions from each paycheck shall be in the amount stipulated per pay period by the Union prior to the opening of school for the term of this agreement, and shall commence with the pay period following receipt of the written authorization, up to and including the twentieth paycheck of each school year. The Board agrees to forward such deductions, along with a list of employees from which the deductions have been made, within one week following the last deduction of the month, to the Treasurer of the Union.**
- C. The Board shall forward to the union a list of all employees within the bargaining unit and their assignments at the commencement of the school year. Further, the Board shall notify the Union of any employee in the unit entering or leaving the employment of the Board.**
- D. Dues authorizations, once filed with the Board, shall continue in full force and effect until a revocation form in writing and signed by the employees is filed with the Board and the Treasurer and the Union. It is understood that the Board need only honor one authorization form per year per employee.**
- E. The Board agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency.**
- F. The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the affected employee(s) in the amount of the demonstrated excess.**
- G. Any dispute between the Lake City Federation of Teachers Paraprofessional Chapter and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization form pursuant to this Article shall be reviewed with the employee by a representative of the Union. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.**

## **ARTICLE XXI – General**

- A. This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and employees in the bargaining unit. In the event that any provision of this agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment and decree no appeal has been taken within the time provided for doing so, such provisions of this agreement shall be void; however, all other provisions of this agreement shall continue in effect, and the parties agree to meet and negotiate substitute language for the voided section(s).**
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement voluntarily and unqualified waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.**
- C. Employees shall be individually responsible for notifying the school (number to call to be provided by the Board to each employee) at the earliest possible time when the employee will be absent from school. In situations where the employee could not possibly have anticipated the absence ahead of time, such notification shall be made by 7:30 a.m. of the day the absence occurs. Emergency situations shall be individually and equitably handled.**

**ARTICLE XXII – Duration**

This agreement shall become effective upon ratification by the parties and shall be in full force and effect until August 31, 2007

**Paraprofessional - Chapter of  
Lake City Federation of Teachers**

**Board of Education  
Lake City Area Schools**

*Kimberly Brooks* 2-19-04  
Federation President date

*Frank E. Vandermel* 2/12/04  
Board President date

*Janya A Baldwin* 2-19-04  
Negotiator date

*Rodney T. Kase* 2/12/04  
Board Secretary date

*Janice C Lydick* 2-19-04  
Negotiator date

*Louis E. Burchard* 2/19/04  
Superintendent date

## ADDENDUM A

	2003-04	2004-05	2005-06	2006-07
Step 1	\$8.20	\$8.35	\$8.50	\$8.70
Step 2	\$8.80	\$9.00	\$9.20	\$9.40
Step 3	\$9.25	\$9.45	\$9.65	\$9.85
Step 4	\$9.95	\$10.15	\$10.35	\$10.55
Step 10	\$10.25	\$10.45	\$10.65	\$10.85
Step 15	\$10.75	\$11.00	\$11.25	\$11.50
Longevity - Step 11	\$200			
Step 16	\$300			
<b>Health Care Aides</b>				
Step 1	\$7.00	\$7.10	\$7.20	\$7.35
Step 2	\$7.20	\$7.30	\$7.45	\$7.60
Step 3	\$7.40	\$7.50	\$7.65	\$7.80
Step 4	\$7.60	\$7.70	\$7.85	\$8.00
Step 5	\$8.00	\$8.10	\$8.25	\$8.40
Step 6	\$8.25	\$8.35	\$8.50	\$8.65

Step 10 =.20 per hour more

- Longevity is paid on the 1<sup>st</sup> pay in December – The employee must request this pay.

“Grandfathered” as Classroom Aides are:

Bonnie James

Kathy Swinehart

**HOLIDAYS:** The Board agrees to five (5) paid holidays, as listed below:

- Labor Day (if school starts before)
- Thanksgiving
- Friday following Thanksgiving
- Good Friday
- Memorial Day