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6/30/99

A G R E E M E N T  
between the  
BOARD OF EDUCATION  
LAKE FENTON SCHOOL DISTRICT  
Fenton, Michigan

and

LOCAL 79  
SERVICE EMPLOYEES INTERNATIONAL UNION  
AFL-CIO  
Flint, Michigan

Cafeteria Employees

1996-99

*Lake Fenton Community Schools*

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## A G R E E M E N T

Entered into this 1st day of July, 1996, except as provided elsewhere in this Agreement, between the Board of Education of the Lake Fenton School District, hereinafter referred to as the "Board" and Local 79, Service Employees International Union, AFL-CIO, Flint, Michigan, hereinafter referred to as the "Union".

### ARTICLE I - PREAMBLE

Whereas it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Board and the Union which will serve to their best interest, now therefore, the parties hereto agree as follows:

### ARTICLE II - RECOGNITION

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognized the Union as the sole and exclusive bargaining agent for all members of the appropriate unit classified as: Cook, Baker, Kitchen Assistant and Kitchen Helper for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment.
- B. For the purpose of this Agreement, the term "employee" shall include all regular part-time and full-time cafeteria employees as defined in Article VIII, Seniority, and as classified in Article XXII, Wages of this Agreement, employed by the Board, but excluding: maintenance, custodial, transportation, Unit Managers, substitutes, clerical, professional, supervisory executive, students and those employees who work less than three (3) hours per day.
- C. It shall be recognized that nothing contained herein shall abridge the right of an individual employee to process his own grievance consistent with the terms of this collective bargaining agreement, and the Local unit chairperson has been notified.

### ARTICLE III - VOLUNTARY DEDUCTION OF DUES

- A. Any employees of the Board may voluntarily become a member of the Union and pay the membership dues and initiation fees uniformly required as a condition of acquiring or retaining a membership in the Union.
- B. An employee of the Board who is not a member of the Union at the time of this Agreement becomes effective shall as a condition of employment:
  - 1. become a member of the Union on or before the thirtieth (30th) day following the effective date of this Agreement and pay the membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union; or
  - 2. contribute an amount equivalent to the membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union on or before the thirtieth (30th) day following the effective date of this Agreement.
- C. An employee who is hired after the effective date of this Agreement shall as a condition of employment:



1. become a member of the Union within thirty (30) days from the date he/she acquires seniority and pay the membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union; or
  2. contribute an amount equivalent to the membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union on or before the thirtieth (30th) day following the date he/she acquires seniority.
- D. The Board agrees that as early as practicable after the effective date of this Agreement, payroll deductions for the payment of uniform dues and initiation fees shall be made from the pay of those employees who voluntarily request such dues deductions in writing, who are members in good standing of the Union, and who are employed in classifications as defined in Article VIII, Seniority and Article XXII, Wages, of this Agreement. Within ten (10) days after the release of an employee, the Board shall notify the Chairman of the bargaining unit in writing.
- E. The Union shall present the Board with proper authorization for check-off for each employee who voluntarily requests such dues deduction, and shall be fully responsible for its validity and correctness, and agrees to reimburse the Board for any deduction made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may later be held to be illegal.
- F. When an employee does not have sufficient money due him/her after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Union dues for that month will be collected by the Union directly from the employee.

#### ARTICLE IV - BOARD RIGHTS

- A. The Board, on its own and on the electors of the School District's behalf, retains and reserves without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan, and the laws of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees.
  2. To employ personnel subject to the provisions of the law, to determine their qualifications and conditions for continued employment or their discharge or demotion, and to promote and transfer such employees, subject to the terms of this Agreement.
  3. To determine work schedules, the hours of employment, the duties responsibilities and assignments of all employees, subject to the terms of this Agreement.
- B. All existing Board policies relating to employment, not inconsistent with or abrogated by this Agreement, shall continue in full force and effect. The parties recognize the right of the Board unilaterally to make changes in such policies not inconsistent with the terms of this Agreement.

- C. 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 judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

#### ARTICLE V - NO STRIKE

- A. The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any member take part in any strike, slowdown or stoppage or work, boycott, picketing or other interruption of food service activities in the Lake Fenton School District.
- B. Failure or refusal on the part of any employee to comply with any provisions of this Article will be cause for immediate dismissal.

#### ARTICLE VI - REPRESENTATION

- A. Bargaining Unit Defined:  
All employees who are covered by this Agreement shall be represented for the purposes of the grievance procedure and negotiations by stewards and a bargaining committee to be chosen by the Union.
- B. Job Status and Functions of Union Officers:  
Stewards and/or Alternate Stewards shall be paid by the Board for time spent in processing of grievances directly related to the Board during their regularly scheduled working hours, provided they have received prior approval from the Administration, whose approval shall not be unreasonably withheld. Such time shall not exceed a total for all committeemen, Stewards and/or Alternate Stewards of two (2) hours per week at their regular straight-time hourly rate, as long as there is not disruption of work nor a result in overtime pay for any employee. Not more than one (1) Steward will be released at any time unless prior approval has been granted by the Administration. The Board shall allow one (1) employee to be absent one (1) day at full pay for attending Union activities.
- C. Discipline:  
Formal discipline shall be conducted in a private office away from the public and other personnel. Upon request a union representative shall be made present during all disciplinary proceedings.

#### ARTICLE VII - GRIEVANCE PROCEDURE

Purpose:

The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of the parties. The Board and the Union agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure, within confines of state law.

A. Definitions:

1. The term "grievance" as used herein is defined as a claim by an individual employee alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
  - a. Written grievances as required herein shall contain the following:
    - 1) It must be signed by the employee alleging the violation.
    - 2) It must cite the paragraph or sub-paragraph of this Agreement alleged to have been violated.
    - 3) It must contain the date of the alleged violation.
    - 4) It must specify the relief requested.
2. Any written grievances not in accordance with Paragraph 1 above shall be rejected as improper and such rejection shall not extend the limitations hereinafter set forth.
3. The term "employee" shall include any individual employee who is a member of the bargaining unit as defined in Article II, Recognition, of this Agreement. The Union shall be entitled to process a grievance under the provisions of this Agreement.
4. The term "days" used herein shall mean scheduled work days. Time limits may be extended in writing by mutual agreement of the Board or its representatives and the Union or its representatives.
5. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - a. Termination of services or failure to re-employ any probationary employee, or any part-time employee who is scheduled to work less than three (3) hours on a regular daily schedule.
  - b. Any complaints or claims for which there is another remedial procedure or administrative forum established by law or by regulation having the force of law.
6. The failure to process a grievance, or the failure to appeal a decision within the specified time limits provided for at any level of this procedure shall be deemed evidence of acceptance of the decision reached at that level.

B. Structure:

1. The representatives of the Board at the various levels of the Grievance Procedure are as follows:
  - a. Level I - Assistant Superintendent or his designated representative.
  - b. Level II - Superintendent or his designated representative.
  - c. Level III - The Board or its designated representative.
2. The Board or the Union may be represented at all meetings and hearings at any level of the Grievance Procedure by an individual designated as its representative. An individual employee may be represented by an officer, agent or representative of any organization other than the Union. If the employee does not request to be represented by the Union at Level II, the Union shall be entitled to be present at such meeting.

3. A grievance processed beyond Level I of the Grievance Procedure must have the approval of the Union at each level of the Grievance Procedure.
  4. The Board or its designated representatives shall have no responsibility to continue to process a grievance and said grievance shall be considered settled on the basis of the last answer if one of the following occurs:
    - a. The aggrieved employee's employment with the school district is terminated voluntarily.
    - b. The aggrieved employee withdraws support of the grievance.
    - c. The Union withdraws support of the grievance.
    - d. The terms and conditions of this Agreement:
      - 1) expire
      - 2) are declared null and void by a court of law or appropriate administrative agency; or
      - 3) as contained in Article V, No Strike, are violated.
- C. Procedure:
- Level One:
1. The employee alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement must first take the matter up verbally with the Assistant Superintendent within seven (7) days of employee's awareness of the act or condition which is the basis of his alleged grievance.
  2. The Assistant Superintendent shall attempt to resolve the grievance within two (2) days from the date of the verbal presentation.
  3. If the verbal answer of the Assistant Superintendent is unsatisfactory, the Union shall within three (3) days of the answer reduce the grievance to writing and present it to the Assistant Superintendent.
  4. Within three (3) days from the receipt of the written grievance, the Assistant Superintendent shall answer the grievance in writing with one (1) copy of the written decision given to the Union.
  5. If the grievance is not appealed by the employee and the Union within three (3) days, the Assistant Superintendent's decision shall be final.
- Level Two:
1. If the Assistant Superintendent's decision is not acceptable to the employee and the Union, the grievance may be appealed to the Superintendent by sending him a written notice with a copy of the grievance within three (3) days from the date of the Assistant Superintendent's decision.
  2. Within five (5) days from receipt of the appeal, the Superintendent will schedule a meeting to attempt to satisfactorily resolve the grievance. At this meeting the employee may appear personally; however, he/she must be represented by the Union. Not more than one (1) unit representative shall be entitled to attend this meeting. Such meeting shall be scheduled at a time when there is no disruption of normal school routine and duties of the employee.



3. Within four (4) days from the date of this meeting, the Superintendent shall answer the grievance in writing. One (1) copy of the written decision shall be given to the Union.
4. If the grievance is not appealed within ten (10) days, the Superintendent's decision will be final.

Level Three:

1. If the employee and the Union do not accept the Superintendent's decision, the grievance may be appealed to the Board by sending a written notice with a copy of the grievance to the Secretary of the Board within ten (10) days from the date of the Superintendent's decision.
2. Within ten (10) days from the date of the appeal, the Board will arrange for a meeting to attempt to satisfactorily resolve the grievance. The grievant(s) may attend this meeting, but must be represented by the Union. If required by management to attend, the grievant(s) shall be paid for all lost time. Such meeting shall be scheduled at a time when there is no disruption of normal school routine and duties of the employee.
3. Within five (5) days from the date of the meeting, the Board shall answer such grievance in writing. One (1) copy of the Board's decision shall be given to the Union.
4. This decision shall be final and binding unless appealed within ten (10) days from the Board's decision.

Level Four:

1. If the Board's decision is not satisfactory to the employee and the Union, it may be submitted to arbitration by an impartial arbitrator by sending a written notice with a copy of the grievance, to the Secretary of the Board within ten (10) days from the date of the Board's decision.
2. Within ten (10) days from the date of the appeal to the Board, representatives of the Board and Union shall meet for the purpose of mutually agreeing upon an impartial arbitrator. The parties will consider the possibility of expedited arbitration.
3. In the event the Board and the Union are unable to mutually agree upon an arbitrator within five (5) days from the date of the meeting provided in paragraph 2 above, the grievance shall be submitted to the American Arbitration Association in accordance with its rules.
4. This Agreement constitutes a contract between the Board and the Union which shall be interpreted by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine the disputed interpretations of terms actually found in the Agreement. The Arbitrator shall, therefore, not have the authority nor shall he consider it his function to include in his decision any issue not submitted to him or to interpret or apply the Agreement as to change what fairly can be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. The Arbitrator has

no obligation or function to render a decision or not to render a decision merely because in his opinion such decision is fair or equitable, or because in his opinion it is unfair or inequitable.

5. If either party shall claim before the Arbitrator that a particular grievance fails to meet the test of arbitrability as the same are set forth in this Article, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet the test of arbitrability, he shall refer the case back to the parties without a recommendation on its merits.
6. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one grievance including the argument on arbitrability at any one hearing.
7. The Arbitrator may make such investigation as he deems appropriate and may examine all witnesses and make a record of such proceedings. Within thirty (30) days after the close of the hearing, the Arbitrator shall issue his decision which shall be final and binding upon both parties.
8. The fees and expenses of the Arbitrator shall be shared equally.

#### ARTICLE VIII - SENIORITY

- A. New employees will be considered as probationary employees until they have worked for sixty (60) days. After completion of the sixty (60) work days, the employee will be considered as a regular employee, and his seniority will start as of the most recent date of hire.
- B. Probationary employees shall not have recourse to the provisions of Article VII, Grievance Procedure, in the event they are laid off or discharged.
- C. When an employee acquires seniority, his name shall be placed on the seniority lists. Up-to-date seniority lists shall be made available to all employees for their inspection by posting where practical or by a satisfactory equivalent method.
- D. Seniority of an employee shall continue while he is absent due to an injury covered by Worker's Compensation Insurance, not to exceed two (2) years.
- E. The right to re-employment or the continuing seniority rights of an employee now or hereinafter upon the seniority list and who is not or hereinafter a member of the Armed Forces of the United States shall be as provided by law.
- F. An employee who is promoted to a position outside the bargaining unit shall continue to accumulate seniority for a period of one (1) year after promotion. Thereafter, he shall retain but not accumulate seniority. During the first year, he shall, if returned to the bargaining unit, return to his former classification from which he came. If he returns to the bargaining unit after one (1) year, he shall return to the lowest classification in the

- Department and shall be restricted from exercising his seniority on other job openings or promotions for a period of one (1) year.
- G. Seniority shall not accumulate for an employee on an unpaid leave of absence that exceeds sixty (60) days.
  - H. Seniority shall be terminated for the following reasons:
    - 1. The employee quits.
    - 2. The employee is discharged.
    - 3. The employee retires.
    - 4. The employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff, or two (2) year, whichever come first.
  - I. All employees who work six (6) hours or more per day on a regular schedule shall be considered as full-time employees. All employees working less than six (6) hours per day on a regular schedule but three (3) or more hours per day on a regular schedule shall be considered as regular part-time employees.
  - J. Employees who work less than three (3) hours per day on a regularly scheduled basis shall not be considered members of this bargaining unit and shall not accumulate seniority with the School District.
  - K. Probationary employees and employees who work less than three (3) hours per day on a regularly schedules basis shall not be entitled to fringe benefits under the terms of this Agreement.
  - L. Once an employee has acquired seniority under the provisions of this Agreement, he/she shall be entitled to retroactive credit for sick leave which he/she may have been entitled to accumulate under the provisions of Article X, Leaves of Absence, of this Agreement.
  - M. If an employee who was hired as a temporary employee works continuously in the same position beyond sixty (60) working days and then is hired as a regular employee in that same position without a break of time, the employee will:
    - 1. only serve a thirty (30) work day probationary period.
    - 2. will have a seniority date of the initial day of employment as a temporary; and
    - 3. shall not receive any pay or fringe benefits retroactively.

#### ARTICLE IX - LAYOFF AND RECALLS

- A. Layoffs and recalls will be based upon seniority within classifications provided the senior employee is qualified to perform the work required. The Board shall not be obligated to consider promotions during a layoff period and employees shall not displace other employees in higher classifications.
- B. In the event of a layoff, part-time and temporary employees shall be laid off first. In the event the Board determines a layoff is necessary, they will meet with the Union at least two (2) weeks prior to such layoff when possible.
- C. If the Board anticipates cutbacks in jobs by making full-time jobs half-time, it will first meet with the Union to discuss such plans.

#### ARTICLE X -LEAVES OF ABSENCE

- A. Sick Leave:
  - 1. Each full-time permanent employee covered by this Agreement shall be entitled to accumulate one (1) sick leave day per

- month in any month during which the employee actually works a majority of the scheduled days. This day shall be credited after each month worked to a total annual accumulations of ten (10) days and a maximum total accumulations of one-hundred twenty (120) days.
- a. Regular part-time employees of the Board shall receive pro-rate sick leave days according to the hours they work on a regularly scheduled basis as defined in Article VIII, Seniority.
  - b. Disabilities due to pregnancy shall be treated as any other disability.
2. Applications to have absences charged against sick leave must be made to the Food Service Director for her approval in accordance with an administrative directive.
  3. Sick leave days, accumulated prior to any approved leave of absence without pay, shall be held in reserve pending the return of the employee from such leave.
  4. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his designated representative for the following reason:
    - a. Quarantine because of exposure to contagious disease which could be communicated to other employees or students. An approval of a physician must be presented for the entire period of absence.
    - b. Illness in the immediate family - the employee's immediate family shall be defined as mother, father, spouse, child, adopted child or step-child who resides in the employee's household. Time off with pay deducted from sick leave may be granted for other relatives at the discretion of the Superintendent.
  5. Leave time which shall be deducted from sick leave accumulation shall be granted for the following reasons:
    - a. Each employee shall be entitled to two (2) business days per year subject to the following conditions:
      - 1) Business days shall not be taken in connection with a weekend, holiday or school vacation break, unless approved by the Assistant Superintendent.
      - 2) The request for a business day must be made at least three (3) days in advance, except for emergencies and the reason for such leave shall be given in writing to the Assistant Superintendent.
      - 3) Not more than one (1) employee will be permitted a business day on the same day except for emergencies.
      - 4) These days can only be used for business which cannot normally be handled outside working hours.
  6. Bereavement Days:
    - a. An employee shall be granted up to five (5) days off with pay for a death in his/her immediate family, providing he/she submits satisfactory evidence of such death and satisfactory evidence of attendance at the funeral of such person to the Assistant Superintendent. Immediate family, for the purposes of this paragraph, shall be defined as: Mother, Father, Spouse, Child, Adopted



Child, Step-child, Brother, Sister, Nieces, Nephews, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Grandparents, Grandchildren and Legal Guardians.

7. Military Leaves:

Any employee covered by this Agreement who enters active duty in the Armed Forces of the United States who is still qualified to perform the duties of his former position and who makes written application for re-employment within ninety (90) days after his release from original conscription under honorable conditions shall be restored to employment and his status with respect to other employees shall be the same as if he had not entered the services herein specified.

8. Jury Duty:

a. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service, up to a maximum of sixty (60) days in any one (1) calendar year. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full days after endorsing the jury check, excluding mileage and meals, to the employer.

b. Employees required by the Board to appear in court on any matters related to their work with the Employer shall be granted a leave of absence with pay for the period during which they are so required to be absent from work.

9. Unpaid Leaves

Upon written application by the employee to the Board, unpaid leaves of absence shall be granted in the case of illness or other proven justifiable reason. Such leaves shall not exceed twelve (12) months; except upon written application to the Assistant Superintendent, such leave may be extended an additional twelve (12) months. Seniority of the employee will accumulate only for the first ninety (90) days during such leave of absence. Such leave will not be provided to enter other employment except in rare and unusual cases, and fringe benefits shall not accumulate or be paid for the period of such leave.

10. Union Leave

Any employee of the bargaining unit elected or appointed to a full-time office of the Union where his duties require his absence from work shall be granted a leave of absence without pay upon written authorization to the Administration for the term of such office, not to exceed thirty-six (36) months; except upon written application to the Administration, such leave may be extended an additional thirty-six (36) months. Such employees shall not accumulate seniority during his term of office; however, he shall be returned to the same or equivalent position in the bargaining unit providing he is qualified and capable of performing such position on termination of the leave of absence.

11. Release Time for Union Activity:
  - a. Upon written request by an authorized officer of the Union, The Board will authorize a member of the Union and the President of the Local, if he is an employee of the Board, to be absent from his job without pay, not to exceed five (5) consecutive working days, for the purpose of handling Union business. Further, the Board, upon such written notice, will authorize not to exceed one(1) employee who has been elected as a delegate to a convention of the Union to be absent without pay from his job for not more than ten (10) regular work days for the purpose of attending such convention, providing the following conditions are met:
    - 1) A written request for such leave must be submitted to the Assistant Superintendent at least forty-eight (48) hours in advance except for emergencies.
    - 2) Only one (1) employee shall be granted a leave of absence at any one time.
12. Maternity:

To comply with State and Federal laws, leaves for purposes of maternity granted under this Section shall be for up to six (6) months and shall be renewable for up to any additional six (6) month period without pay or fringe benefits.

#### ARTICLE XI - NEW JOBS

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately described in existing job descriptions or classifications, the Board has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.
- B. The Board will notify the Union of such new or changed job within thirty (30) days after such new or changed job is established; and upon request, meet with the Union to negotiate the rate and classification. If in the event the parties do not agree upon a rate, the matter may be submitted to mediation and/or fact finding.

#### ARTICLE XII - BULLETINS BOARDS

A bulletin board will be provided in the central kitchen for the use of the Union posting notices of bonafide Union activities only. In no case shall advertising, political, obscene, scurrilous printed or written matter be placed on any bulletin board. With the permission of the Superintendent, other Union memoranda may be distributed through the intra-school mail.

#### ARTICLE XIII - TRANSFERS AND VACANCIES

- A. The Board shall within ten (10) working days of a vacancy post a notice of such vacancy in the central kitchen and send notices to other schools for a period of ten (10) working days, during which

an employee may express his desire for such position by submitting a written request to the Assistant Superintendent.

- B. Employees shall be selected for transfer based on qualifications and seniority. If qualification and seniority dates are the same, the Assistant Superintendent shall select the employee for such transfer. Qualifications shall include at least prior experience and/or training. Selections will be made and awarded within ten (10) working days after the close of the posting period.

#### ARTICLE XIV - DURATION OF DISCIPLINE

- A. The Employer herewith agrees and commits himself to the concept and philosophy of corrective discipline, the intent being that minor offenses will be handled as follows: oral counseling, written reprimand, suspension and discharge. It is recognized that certain infractions due to their seriousness may be disciplined at any step outlined above.
- B. In the event discipline is to be issued, the employee will be called by his/her supervisor, with Union representation if requested, within five (5) days of the infraction or when the Employer learns of the infraction, told of the infraction, and possible consequences of further infractions.
- C. In imposing disciplinary penalties on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (19) months previously.

#### ARTICLE XV - RELIEF TIME

Regular full-time employees shall receive one (1) fifteen (15) minute uninterrupted break or the equivalent thereof during the a.m. of their regularly scheduled working day if they are scheduled to work six (6) hours or more, with such time to be scheduled by the Food Service Director.

#### ARTICLE XVI - HOLIDAYS

- A. The holidays the employees will be paid for are as follows:
- Thanksgiving
  - Friday after Thanksgiving
  - Christmas Eve
  - Christmas
  - New Year's Eve
  - New Year's
  - Good Friday
  - Memorial Day

- The following criteria must be met to receive pay for the holidays:
1. Employee is a seniority employee on the date of the holiday.
  2. Employee would have been otherwise scheduled to work on such day if it have not been observed as holiday, and the employee must have worked the last scheduled day prior to the holiday and the first scheduled day following the holiday.
  3. Part-time seniority employees shall receive payment based on their regular straight-time daily rate in accordance with the work schedule provided for in Article VIII, Seniority.

#### ARTICLE XVII - INSURANCE

- A. Employees may subscribe to BC/BS coverage, subject to all terms of the carrier, at their own expense.
- B. Seventy-five hundred dollars (\$7,500) term life insurance with AD & D (subject to the terms of the carrier) shall be provided for all qualified employees.

#### ARTICLE XVIII - REPORT-IN PAY

Employees who report for work and are sent home by their supervisor will be entitled to a minimum of two (2) hours work or pay at their regular straight time hourly rate, unless they are notified or attempted to be notified at least thirty (30) minutes prior to the beginning of their shift.

#### ARTICLE XIX - GENERAL

- A. In the event school is cancelled because of inclement weather and the services of the cafeteria employees are not required, said employees shall receive a full day's wages for any day the school district does not have to make up under Michigan State regulation. Those employees who are called and come in to work on inclement weather days to take care of food also get call-in pay. If school is closed due to mechanical failure, no employee shall suffer any cut in hours or pay and may be required to work or may be sent home with pay for the balance of the shift.
- B. The Union recognizes the management's right to call meetings with the members; management, in turn, agrees that it will pay employees for all time spend at said meetings. If said time shall exceed eight (8) hours, all additional time shall be at time and one-half (1 1/2).
- C. Supervisory employees shall not ordinarily perform bargaining unit work; and all work which is regular, routine and normally capable of advance scheduling, shall be performed by non-supervisory employees. Supervisory employees may work in emergency situations arising out of unforeseen circumstances requiring immediate action, may perform in non-repetitive tasks of an occasional nature, and may fill in the event of absence until temporary help can be secured, or until a regular employee takes over the job. In all cases where it appears that a considerable amount of work is to be done and no employee is available to do it, the Employer shall make every effort to secure temporary or call-in help before supervisory employees may be permitted to do work other than minor and incidental work. Supervisory employees may perform bargaining unit work for the purpose of demonstrating new or revised methods and procedures.
- D. Employees working four (4) hours or more shall be entitled to one-half (1/2) hour paid lunch period, as near as practicable, after the completion of approximately one half (1/2) of his regular scheduled shift.
- E. Any employee who observes a condition or work or requirement he/she believes to be unsafe must report the same immediately to his/her supervisor who will promptly investigate same. If the Employer shall determine that such conditions or equipment is unsafe, immediate steps will be taken by the Employer to correct the same.



- F. In-service days may be used for periodic cleaning of equipment, that is other than normal routine cleaning.
- G. Any use of the kitchen shall include at least one (1) bargaining unit employee for all hours of operation when food is prepared.
- H. The Board agrees to continue the current system of calling bargaining unit employees into work early to prepare for extra events, starting with highest seniority first.
- I. The Board agrees to provide a separate designated parking in the court area at the high school for cafeteria employees only.
- J. The Board agrees to provide lockers in the cafeteria area for all employees.
- K. The food service suppliers will deliver all food to each building, provided the order meets the minimum requirements for such delivery. If there are problems, the Board agrees to meet and discuss the loading and unloading with the food service employees. ~~Additional bargaining unit employees will be assigned to assist with loading and unloading of bulk food delivered from building to building.~~
- L. A calendar listing all extra events shall be posted and maintained current, including proper description, date, time, and location of events. This schedule shall be posted in each kitchen two weeks in advance of each event, except those events the cafeteria is not aware of, in which case will be posted as soon as the cafeteria manager is made aware of same.
- M. Employees shall be assigned to work extra schedule events on a fair and continuous rotation basis, starting with highest seniority first, followed by next highest seniority, etc. An employee turning down work for extra events, will be charged for such events, as having worked the event. Employees shall be assigned as indicated above and notified they are working scheduled events, at least two weeks in advance of the events, whenever possible.
- N. Unexpected events shall be offered on a fair and continuous rotation basis starting with highest seniority first, followed by the next highest seniority, etc., in the rotation sequence. An employee turning down the work for unexpected events will be charged for such events as having worked the events.

#### ARTICLE XX - EFFECT OF LEGISLATION

If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any State or National agency shall invalidate any portion of this Agreement, the entire Agreement will not be invalidated and either party hereto, upon thirty (30) days written notice to the other party, may re-open the invalidated provision for negotiation.

#### ARTICLE XXI - WAIVER CLAUSE

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 exercising that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other

shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXII - WAGES (Per hour)

CLASSIFICATIONS	96-97	97-98	98-99
Cook	\$8.07	TO	TO
Baker	8.07	BE	BE
Kitchen Assistant	7.76	NEGOTIATED	NEGOT.
Kitchen Helper	7.48		

- A. Probationary employees shall receive ten cents (10¢) less per hour than the listed rate.
- B. Employees who are assigned to work in a higher classification for ten (10) consecutive days will be placed on the higher rate effective the eleventh (11th) day and such placement will not be retroactive relative to wages.
- C. Should the Board of Education choose to privatize the Food Services program, the Cafeteria employees would receive one half (1/2) of their daily rate of pay for any sick days that an employee has accumulated.

OVERTIME

- A. Time and one half (1 1/2) for all hours worked in excess of eight (8) hours in any day. Time and one half (1 1/2) for work performed on the following dates as such: Saturdays and Sundays. Time and one half (1 1/2) for work performed on paid holidays as provided for in Article XVI.
- B. When it is known in advance that an employee in the Cook, Baker, or Kitchen Assistant classification is going to be absent five (5) days or more consecutively, a substitute will be brought in and one employee will be moved up to a high rated job for the period of absence and shall receive the higher rate of pay.

UNIFORM ALLOWANCE

- C. Uniform allowance to all unit members to be paid at the rate of:

96-97	97-98	98-99
25¢/hr	25¢/hr	25¢/hr

Uniform style and color will be determined by the food service director prior to the end of the preceeding school year. Uniform allowance to be paid at the end of each semester to all cafeteria employees. (It is understood that this is not to be precedent setting in granting this allowance to non-union members).

- D. The Board will reimburse employees up to \$45.00 per year per employee for tuition on State Association classes successfully completed at the GISD or other State approved institutions. Payment will be made at the end of each semester upon presentation of proof of payment and proof of satisfactory completion of the class.
- E. Employees shall be paid their existing hourly wage rate for all time spent in Board required classes, work shops, etc.

ARTICLE XXIII - TERMINATION AND MODIFICATION

- A. This agreement shall continue in full force and effect until 11:59 p.m., June 30, 1999.
- B. If notice to modify is given, the Agreement shall remain in full force and effect until a new agreement is reached or until either party is given a ten (10) day notice to terminate.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Local 79, Service Employees International Union, AFL-CIO, 1120 North Chevrolet Avenue, Flint, Michigan 48504; and if to the Board, addressed to Lake Fenton Board of Education, 11425 Torrey Road, Fenton, Michigan 48430, or to any other such addresses the Union or the Board may make available to each other.
- D. All fringe benefits, including insurance programs, will be effective as soon as the necessary applications are processed and the insurance carriers process the new insurance plans.

**CAFETERIA SENIORITY LIST  
1995-96**

as of June 30, 1995

NAME	HIRE DATE	DATE FULL TIME EMP.	SENIORITY DATE	YEARS SERVICE	POSITION LOCATION
Judy Paullin	9-01-71	9-01-71	11-29-71	23 7/12	Cook High School
JoAnn Alexander	11-15-77	9-01-78	11-29-78	16 7/12	Kitchen Ass't High School
Betty Cook	9-05-78	09-05-78	11-29-78	16 7/12	Baker High School
Pat Morey	9-19-78	9-01-79	11-29-79	15 7/12	Kitchen Hlpr High School
Donna Corcoran	8-31-81	8-31-81	11-29-81	13 7/12	Kitchen Helper - T.H.
Mary Ovington	9-25-79	8-31-81	11-29-81	13 7/12	Kitchen Helper - H.S.
Virginia Ackerman	11-29-83	3-29-84	9-30-84	10 9/12	Kitchen Ass't Torrey Hill
Olive Harris (Seniority frozen as of 8-07-89 - entered supervisory position)	3-14-77	9-01-78	11-29-78	10 8/12	Manager High School
Marilyn Ringler	8-31-87	8-31-87	11-15-87	7 1/12*	Kitchen Helper - W.S
Janet Wallace	2-03-89	10-09-89	1-25-90	5 5/12	Cashier West Shore
Sandra Corcoran	9-14-89	1-08-90	3-01-90	5 3/12	Helper West Shore
Christine Hendricks	1-05-88	2-26-91	6-03-91	4 1/12	Helper High School
Dawn McGinnis	12-13-93	8-29-94	8-29-94	9/12	Helper Torrey Hill

\* medical leave 10/13/94-6/30/95. Seniority counted until 1/13/95.



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have  
caused this instrument to be executed:

LAKE FENTON  
BOARD OF EDUCATION

LOCAL 79, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO

John Sharpe Paul Polcinichio 1-16-97  
President President Date

[Signature] Byrne Lane 10-14-96  
Vice-President Business Representative Date

Alberta B. Martin Patricia M. Macey 10/10/96  
Secretary Bargaining Committee Member Date

[Signature] Betty L Cook 10/10/96  
Treasurer Bargaining Committee Member Date

September 9, 1996 Donna Corcoran 10/10/96  
Date Bargaining Committee Member Date

concafe/jean2

September 6, 1996





# LAKE FENTON COMMUNITY SCHOOLS 1996-97 CALENDAR

August 29, Thurs.	Teacher Orientation
August 30, Fri.	New Teacher Orientation
September 2, Mon.	NO SCHOOL K-12 - Labor Day
September 3, Tues.	Half Day - K-12, A.M. Kdg, Teacher-Inservice in P.M.
September 19, Thurs	Torrey Hill Open House
September 26, Thurs.	West Shore Open House
October 11, Fri.	High School First Marking Period Ends
October 16, Weds.	Half Day - K-4 ONLY -- P.M. Kdg
October 24, Thurs.	High School Teacher Conferences
November 1, Fri.	West Shore/Torrey Hill. First Marking Period Ends
	Full Day Classes K-12
November 6, 7, 8,	West Shore/Torrey Hill Teacher Conf. - A.M. classes K-8
	A.M. Kdg on 6th, 8th - P.M. Kdg on 7th
November 22, Fri.	High School - Second Marking Period Ends
November 27, Weds.	A.M. Classes K-12 -- Compensatory Time -- P.M. Kdg
November 28 29, Th & Fr	NO SCHOOL K-12 - Thanksgiving Recess
December 20, Fri.	Last Day Before Winter Recess
January 6, Mon.	School Resumes
January 17, Fri.	First Semester Ends
January 20, Mon.	NO SCHOOL K-12 - Teacher Record Day
January 21, Tues.	Second Semester Begins
February 17, Mon	NO SCHOOL K-12 - Mid-Winter Break
February 26, Weds.	Half Day - K-4 ONLY -- A.M. Kdg
February 28, Fri.	High School Fourth Marking Period Ends
March 12, Weds.	High School Teacher Conferences
March 21, Fri.	West Shore/Torrey Hill Third Marking Period Ends
March 26 27, Weds & Th	West Shore/Torrey Hill Teacher Conf. - Half Day K-8 -- P.M. Kdg
March 27, Thurs.	Half Day - A.M. Classes K-12 (Compensation Time)
March 28, Fri.	NO SCHOOL K-12 - Spring Break
April 7, Mon.	School Resumes
April 25, Fri.	High School Fifth Marking Period Ends.
May 26, Mon.	NO SCHOOL K-12 - Memorial Day
June 11, Weds.	Last Day of Classes - A.M. Classes K-12 -- A.M. Kdg
June 12, Thurs.	Teacher Record Day

### SCHOOL HOURS

	CLASS STARTING TIMES	CLASS ENDING TIMES
<b>WEST SHORE</b>	8:45 AM	3:30 PM
<b>TORREY HILL</b>		
Mon, Tues, Thurs, Fri.	7:40 AM	2:25 PM
Wednesday	9:30 AM	2:25 PM
<b>HIGH SCHOOL</b>		
Mon, Tues, Thurs, Fri.	7:33 AM	2:40 PM
Wednesday	9:45 AM	2:00 PM