

A G R E E M E N T

BETWEEN

BOARD OF EDUCATION

LAKE FENTON SCHOOL DISTRICT

AND

LOCAL 79

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO

FLINT, MICHIGAN

CUSTODIAL AND MAINTENANCE EMPLOYEES

1996-97

LAKE FENTON SCHOOL DISTRICT

FENTON, MICHIGAN

Lake Fenton Community Schools

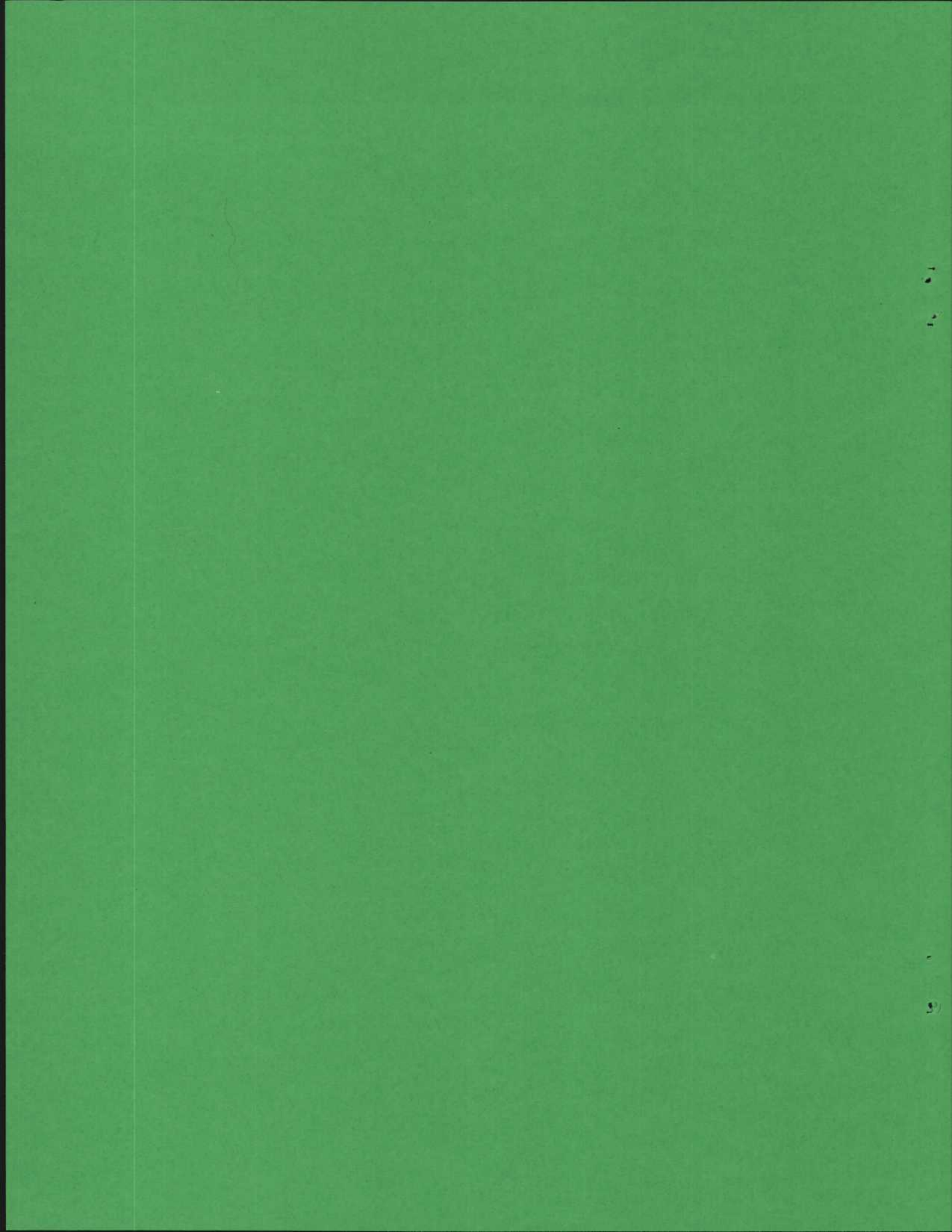


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A G R E E M E N T

Entered into this 1st day of July, 1996, 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 the best interest of all concerned, 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 recognizes the Union as the sole and exclusive bargaining agent for all members of the appropriate unit classified as: maintenance and custodial 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 maintenance, bus mechanics, mechanic helpers and custodial employees employed by the Board, but excluding all cafeteria, clerical, professional, supervisory, executive, students and all other employees.
- C. It shall be recognized that nothing contained herein shall abridge the right of an individual employee to process his own grievance

to the Board level of the grievance procedure, subject to prior due notice to the collective bargaining representative. An individual employee may not process a grievance to the arbitration step.

ARTICLE III - VOLUNTARY DUES DEDUCTION

- A. Any employee 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 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 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 acquires seniority.

D. The Board agrees that as early as practicable after the effective date of this Agreement, payroll deductions for the payment of union dues and initiation fees shall be made from the pay of those employees who voluntarily request such dues deduction in writing, who are members in good standing of the Union, and who are employed in classifications as defined in 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 deductions 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 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.

- G. An employee who is absent on account of sickness, leave of absence or any other reason and has no earnings due him for that period shall not have deductions made by the Board. The Union will arrange collection of dues for that period directly with the employee.
- H. The union agrees to hold the Board harmless from any and all form of liability which may arise out of the implementation of this Article.

ARTICLE IV - BOARD RIGHTS

- A. The Board, on its own and on the electors of the School District 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: the executive management and
 - 1. To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees.
 - 2. To employee personnel subject to the provisions of the law, to determine their qualifications and conditions for continued employment of 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 judgment 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

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 of work boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall 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 grievance procedure and negotiating by stewards and a bargaining committee to be chosen by the Union.

B. Job Status and Functions of Union Officers:

1. Stewards and/or Alternate Stewards shall be paid by the Board for time spent in processing of grievances related to the Board during their regularly scheduled working hours, provided they have received prior approval from their Supervisor, 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 hourly rate.
2. The names of committeemen, Stewards and/or Alternate Stewards shall be given in writing to the Board, and no committeemen, Steward or Alternate Steward shall function as such until the Board or its designated representative has been advised. Notice shall be received from the President of the Local at least twenty-four (24) hours in advance.

C. 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 maybe appropriate at each level of the procedure, within confines of state law.

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. Written grievances as required herein shall contain the following:
 - a. It must be signed by the employee alleging the violation.
 - b. It must cite the paragraph or sub-paragraph of this Agreement alleged to have been violated.
 - c. It must contain the date of alleged violation.
 - d. 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 "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.
4. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article. 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.
5. 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.

Structure:

1. The Board or the Union may be represented at all meetings and hearings at any level of the Grievance Procedure and arbitration hearings by an individual designated as its representative. An individual employee may not 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 Two, the Union shall be entitled to be present at such meeting.
2. The Board or its designated representative 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.

Procedure:

Level One:

1. Any employee having a specified grievance shall take the matter up, within seven (7) days of occurrence, with their immediate supervisor, who shall attempt to adjust the matter, consistent with the terms of this Agreement, as soon as possible. If the employee so requests, the supervisor will arrange to have their Union Representative present. The employee will not be required to continue discussion of the grievance after they have given the facts to their supervisor if the employee does not desire to do so. The supervisor will give his answer within five (5) working days.
2. Grievances which are not so settled shall be reduced to writing within three (3) days on appropriate forms signed by the employee. A copy shall be given to their supervisor who shall attempt to settle the matter. The supervisor shall give his answer in writing within three (3) working days.
3. If the Supervisor's decision is not acceptable, the grievance may be appealed to the Superintendent by sending him a written notice with a copy of the grievance within five (5) working days from the date that the decision of the first level supervisor is received. The Superintendent or his/her representative will hold a meeting within five (5) working days of the appeal to attempt to satisfactorily resolve the grievance. The grievant and one unit representative may 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(s) and mutually acceptable by both parties.

4. Within five (5) working days of this meeting, the Superintendent shall answer the grievance in writing. One (1) copy of the written decision shall be given to the Union. If the answer is not appealed to the next step within ten (10) working days, the Superintendent's decision will be final.
5. If the answer received is not acceptable, the grievance may be appealed to the Board by way of presenting such notice to the Superintendent or his office within ten(10) working days from the date the answer is received by the Union from the Superintendent. Within the (10) working days from the date of the appeal, a meeting will be held with the Union to attempt to satisfactorily resolve the grievance. Within five (5) working days from the date of the meeting, an answer to the grievance shall be given in writing. This decision shall be final and binding unless appealed within ten (10) working days from the date the Board's decision is received by the Union.

D. Arbitration:

1. In the event that any grievance is not settled through the procedures of Article VI C. Grievance Procedure, the Union may, within ten (10) working days from the date the Board's decision is received, request the appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules then obtaining. All such requests shall be in writing, and served by registered or certified mail, upon the Secretary of the Board, and upon the American Arbitration Association and shall state the

precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated and the basis on which such violations are claimed.

2. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties in writing.
3. After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an opinion and award, in accordance with said rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties. Said award shall be subject to any state or federal law or regulation applicable thereto.
4. The fee of the arbitrator, his travel expenses, and the cost of any room or facilities, shall be borne equally by the parties but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.
5. The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have the power to establish or change any classification or wage rate, to rule on any claim for money or benefits arising under an Insurance Policy (or Retirement Claim or dispute). Any other dispute arising out of or relating to the interpretation or proper application of this Agreement based upon a grievance or any employee alleging violation thereof shall be deemed arbitrable hereunder. Either party shall have the

right to serve and enforce subpoenas for such witnesses as are necessary to the full presentation of its case. 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.

6. If either party shall claim before the arbitration 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.
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.

ARTICLE VII - SENIORITY

- A. New employees will be considered as probationary employees until they have been employed continuously for sixty (60) days of actual work. After completion of the sixty (60) days of actual work, 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 VI, 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 parties agree to abide by applicable laws concerning military leave.
- 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. 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 six (6) months.
- 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 is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff, or two (2) years, whichever comes first.
 4. The employee retires or is retired from the School District.
- 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 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 scheduled basis shall not be entitled to fringe benefits under the terms of this Agreement.

ARTICLE VIII - LAYOFFS AND RECALLS

- A. LAYOFFS AND RECALLS will be based upon seniority within classification, within the Department, provided the senior employee possesses the ability to do the work required in the Department. The senior employee may enter into any lower classification within the Department, the duties of which he is capable of performing, or he may after five (5) days, displace any other employee in a lateral or lower classification on an area wide basis, within any Department, provided he has the ability to do the work required. The

Board will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in the case of emergency. Employees will be returned to their own classification and Department before any other laid off employee, with less seniority, is recalled or returned to that classification or Department.

Employees who exercise their seniority under this section shall be paid at the same relative position in a lateral assignment or at the highest pay rate paid for a lower classified assignment, if it is below his current salary.

- B. NOTICE OF LAYOFF - An employee being considered for layoff shall be given a two (2) weeks notice whenever possible, or two (2) weeks pay in lieu of notice, or any combination of either to meet the above requirements. Notice of layoff shall be given in writing to the employees and the UNION and shall set forth the effective date of the layoff.

ARTICLE IX - LEAVES OF ABSENCE

- A. Sick leave shall accrue to employees at the rates shown below:
1. Employees who are employed 52 weeks per year and who work at least eight (8) hours per day, five (5) days per week, are allowed twelve (12) days sick leave per year, accumulative to 168 days. Six (6) of these days will be granted on July 1st and six (6) more on January 1st of each contract year.

2. Those employed less than 52 weeks but at least 39 weeks per year and who work at least six (6) hours per day, five (5) days per week are allowed six (6) days of sick leave per year accumulative to sixty (60) days.
- B. Any employee whose personal illness extends beyond the period compensated under A above shall be granted a leave of absence for a period of time necessary for complete recovery from such illness, but not to exceed one (1) year. Such leave shall be without pay from the school district. Upon return from leave, the employee shall be assigned to the same position, if available, or a substantially equivalent position, replacing the youngest seniority person classification.
 - C. Leaves of absence with pay chargeable against the employee' sick leave shall be granted for the following reasons:
 - A maximum of three (3) days per year for a critical illness or death in the immediate family. Immediate family in the case of illness shall be defined to include: own children, spouse, parents, grandparents, brother or sister of employee. (Immediate family in case of death is defined as parents, grandparents, legal guardian in the absence of parents, children, spouse, brother or sister, mother and father-in-law, sister and brother-in-law, son and daughter-in-law and grandchildren.)
 - D. Leave time which shall be deducted from sick leave accumulation shall be granted for the following reasons. Each employee shall be entitled to two (2) business days per year subject to the following conditions:

- a) Business days shall not be taken in connection with a weekend, holiday or school vacation break, unless approved by the Principal or Superintendent.
 - b) 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 Principal or Superintendent.
 - c) Not more than one (1) employee will be permitted a business day on the same day except for emergencies.
 - d) These days can only be used for business which cannot normally be handled outside working hours.
- E. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his designated representative due to quarantine because of exposure to other employees or students. An approval of a physician must be presented for the entire period of absence.
- F. 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 reasons. Such leave shall not exceed twelve (12) months. Seniority of the employees will not accumulate during leaves of absence under these conditions which exceed thirty (30) days. Such leave will not be provided to enter other employment.
- G. 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 Principal or Superintendent for the term of

such office, not to exceed thirty-six (36) months. Such employee shall not accumulate seniority during his term of office; however, he shall be returned to the same or similar position in the bargaining unit for which he is qualified and capable of performing on termination of the leave of absence.

H. 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 for 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 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.

ARTICLE X - 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 or

specifically described or properly evaluated in an existing job description, specification or classification, 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 and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate. If in the event the parties do not agree upon a rate, the matter may be submitted to mediation and/or fact finding.

ARTICLE XI - HOLIDAYS

- A. Employees shall receive their regular rate for the following designated holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.
- B. In the event that a holiday falls on a Saturday or Sunday, the Board has the option of celebrating the holiday on another day. The Board may select the Thursday or Friday preceding the holiday or the Board may select the Monday or Tuesday following said holiday or the Board may pay holiday pay without providing time off. The payment of holiday pay will not necessitate or require the payment of overtime.
- C. To be eligible for holiday pay, an employee must:
 - 1. Have seniority as of the date of the holiday.

2. Have worked the last scheduled work day prior to the holiday and the next scheduled work day following the holiday.
- D. Employees who are required to work on any of the above mentioned holidays shall receive time and one-half (1 1/2) for all hours worked on such holiday in addition to holiday pay.
- E. Employees off due to paid vacation or paid sick days or any other paid day shall be considered as having worked if such paid day is the last scheduled work day prior to a holiday or the first scheduled work day following a holiday.
- F. In lieu of one additional holiday at Easter time, the board shall grant each employee one day each year which shall be added to their paid vacation allotment.

ARTICLE XII - VACATIONS

- A. Twelve month custodial employees shall be granted the following vacation periods:

Employees with less than one (1) year but more than six (6) months as of July 1 shall receive two (2) days paid vacation.

One (1) week after one (1) year.

Two (2) weeks after two (2) years.

Three (3) weeks after five (5) years.

Four (4) weeks after fifteen (15) years.
- B. Vacations shall be earned on a fiscal year basis. All vacations must be used by May 15 following the fiscal year in which they are earned. Vacations may not be carried over beyond the May 15 date.
- C. Holidays occurring during the vacation period shall not be charged against the vacation allowance.

- D. Employees are encouraged to take vacations when school is not in session. Vacation requests are subject to the approval of the Administration.

INSURANCE

The Board shall provide the following insurance protection to full time and actively employed employees.

- A. Accident and sickness indemnity coverage, with premium cost not to exceed \$6.00 per month per employee.
- B. During the full term of this agreement, the employer will pay the full premium for a single person. An employee with a two person or full family coverage must pay no more than \$50 per month for health insurance.

In lieu of insurance, any employee not taking the health insurance shall have \$100 per month cash payment providing two or more accept this option.

- C. When on leave of absence, premium costs become the responsibility of the individual and not the Board.
- D. \$15,000 group term life insurance for seniority employees:
- E. Dental Insurance - Effective July 1, 1987, the plan will be an 80-20 plan (comparable to the current teachers plan.)
- F. The district shall provide the following Vision benefits to eligible custodians and their dependents up to the following maximums:

Cost of Exam Allowed	\$16
Pair of Regular lenses	\$21
Pair of Bifocal lenses	\$24
Pair of Trifocal lenses	\$30

Pair of Contacts	\$50
Frames	\$ 9

ARTICLE XIV - BULLETIN BOARDS

A bulletin board in each school will be provided for the use of employees posting notices of bonafide employee activities only, and in no case shall advertising, political, obscene, scurrilous printed or written matter be placed on any bulletin board.

ARTICLE XV - PAYROLL DEDUCTION

Payroll deductions for anything other than specified in this Agreement shall be at the discretion of the Board.

ARTICLE XVI - RELIEF AND CLEAN-UP TIME

Employees will be provided a ten (10) minute relief time on a normal eight (8) hour shift each half of that shift two (2) ten (10) minute relief periods.

ARTICLE XVII - PROMOTIONS, VACANCIES AND TRANSFERS

When there is an opening for promotion and/or an opportunity for transfer to another department, the Board shall notify the Union of such vacancy, in writing, and shall post notices in each building, as in the past, for a period of ten (10) days. The selection of an employee for promotion shall be made on the basis of seniority and minimum requirements. The selection of an employee for shift or building transfer shall be made on the basis of seniority and prior written request. During the probation period the Board may return the employee to

his/her position held prior to promotion or transfer if the employee can not perform the work required.

A. Apply for job openings.

All employees have the right to apply for job openings in the School District. They shall, if interested, fill out an appropriate form agreed upon by the Board and Union before the close of the tenth (10) day after the initial posting of the opening. They may also fill out and place on file with the Board, applications for future job openings. If no bargaining unit employee bids on the job, a sub may be used. When a sub is used on a job for a period of 30 days, the position shall be filled by the sub. This 30 day period shall not be accumulative when a sub is filling in on a job as a result of Transfer and/or Promotion.

B. The probationary period for an employee promoted to a new position shall be twenty (20) days. It may be extended by mutual agreement between the Union and the Board.

C. An employee shall be permitted to return to his former position during the probationary period.

D. Any employee who requests and is granted a transfer from one shift to another shall not be allowed any further change of shift for a period of four (4) months without approval of the Board.

ARTICLE XVIII - OVERTIME

A. Overtime rates shall be paid for any assigned work beyond eight (8) hours per day or over forty (40) paid hours per week. The overtime rate shall be calculated at time and one-half (1 1/2) according to the individual's salary. All time worked over eight

- (8) hours per day or forty (40) paid hours per week must be turned in and accounted for and posted on equalization-of-time sheets. Said sheets must be signed by employee and supervisor.
- B. All advancement on the salary schedule shall occur on July 1 of each year. To be eligible to advance one (1) step on the pay scale, an employee must have been employed for more than six (6) months prior to July 1.
- C. All overtime will be equalized among employees. School sponsored extra activity shall be posted two (2) weeks in advance, whenever possible, and the related work shall be assigned to bargaining unit employees as set forth in the provisions of this agreement. Any other anticipated overtime will be posted each week, whenever possible, on the proper bulletin boards. Refusal of overtime work for any reason shall be charged against the employee as overtime worked. The low hour employee will be the first asked to work.

ARTICLE XIX - DURATION OF DISCIPLINE

In imposing disciplinary penalties on a current charge, the Board will not take into account any prior infractions which occurred more than eighteen (18) months previously.

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 shall not be invalidated and either party hereto upon thirty (30) days' written notice to the other party may reopen for negotiations the invalidated provision.

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 the exercise of the 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 or matter 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 of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXII - GENERAL

- A. Supervisors may continue to perform services to the same extent as they have in the past. Supervisors will not perform work to such an extent that he/she prevents a new employee from being hired on a full-time year-round basis.
- B. Employees who have sick days available may use sick days to make up the difference between what he/she receives from Worker's Compensation and regular pay, not to exceed sixty (60) days off, not sixty (60) days worth of sick leave. Thereafter, the employee only receives Worker's Compensation.

- C. In the event an employee's check contains an error caused by the Board and such error is equal to at least one (1) day's pay, it shall be correct within three (3) working days.
- D. Checks will be issued to employees on the second shift during their regular shift on every other Thursday when possible.
- E. The Head Custodian will be furnished with a schedule of events that are to take place in the building for the following week. The schedule will also be posted on the appropriate bulletin boards. Adult supervision must be present for all outside activities.
- F. Volunteers doing outside projects at each building location shall be coordinated through the Principal's office. These volunteers or projects will not be used in place of or to reduce the work week of employees below 40 hours per week. The Union unit chairman will be advised before each volunteer project is to begin.
- G. The buildings shall be cleaned (prior to school opening on Monday) after weekend activities when there is a need as determined by the appropriate building principal or community education director.

ARTICLE XXIII - WAGES

Add the following:

Effective 7-1-81, up to 2 years outside experience may be granted at the discretion of the Board, at the time of initial employment, provided the same rationale for granting such shall be applied to all employees.

PAY SCALE

CUSTODIAL:

Step	Effective		
	1995-96	1996-97	increase
A (1- 5 yrs)	8.20	8.45	\$.25
B (6-10 yrs)	8.29	8.54	\$.25
C (11-15 yrs)	8.96	9.23	\$.25
D (16 + yrs)	10.44	10.76	\$.32
Maintenance:	11.80	12.16	\$.36
Regular Mechanic:	11.80	11.80	
Diesel Mechanic:	17.07	17.07	
Mechanic's Helper:	10.62	10.62	

Head Custodian, Head of Maintenance and Head Mechanic will be paid an additional \$500.00 annually.

NOTES:

- A. Probationary Pay - For the first 30 work days, a probationary employee shall receive 50¢ per hour less than Classification A. 31-60 days the employee shall receive 25¢ per hour less than Classification A. After the conclusion of the probationary period, the employee shall be paid at Classification A. The 25¢/50¢ probationary differential shall apply to new hires in the maintenance and/or mechanics classifications.
- B. Increments - Any employee with 5 full years work experience at Lake Fenton but less than 10; or 10 full years but less than 15; or 15 full years based on original seniority date, shall be moved to the appropriate step on 7-1-90. Thereafter the seniority date (hire date) shall be used to achieve incremental steps or to move from A to B, etc.

ARTICLE XXIV - TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effective 11:59 p.m., June 30, 1997.
- B. During April of 1997, earlier by mutual agreement, the parties will begin negotiations on a new contract.
- C. If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, this Agreement shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.
- D. 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 Lake Fenton Board of Education, 11425 Torrey Road, Fenton, Michigan 48430, or to any other such address the Union or the Board may make available to each other.

CUSTODIAL/MAINTENANCE SENIORITY LIST as of June 30, 1995
1995-96

NAME	HIRE DATE	DATE FULL TIME EMP.	SENIORITY DATE	YEARS SERVICE	POSITION LOCATION
Wanda Mullins	6-01-71	6-01-71	6-01-71	24 1/12	Head Cust. West Shore
Lawrence Hunt	6-11-73	6-11-73	6-11-73	22 1/12	Grounds Keeper
Diana Matney	11-22-74	9-25-78	9-25-78	16 9/12	Custodian Torrey Hill
Wayne Kinne	8-29-77	9-25-78	9-25-78	16 9/12	Head of Maintenance
Dolly Patterson	11-23-81	11-23-81	11-23-81	13 7/12	Custodian West Shore
Betty Verrette	9-16-82	12-16-85	12-16-85	9 6/12	Custodian Torrey Hill
Richard McDonald	6-22-87	6-22-87	6-22-87	7 11/12	Head Mechanic
Steven Carlson	6-19-87	7-23-87	7-23-87	7 10/12	Head Cust. Torrey Hill
Russell Bair	2-23-87	9-28-87	9-28-87	7 9/12	Custodian High School
Mike Krusina	12-02-87	12-21-87	12-21-87	7 6/12	Mechanic
James Lueker	9-02-87	5-22-88	5-22-88	7 1/12	Head Cust. High School
Karen Hopson	10-22-87	3-04-91	3-04-91	4 3/12	Custodian West Shore
Ken Weadbrock	9-22-88	10-21-92	10-21-92	2 8/12	Maintenance
James (Steve) Timbs	7-24-92	8-24-93	8-24-93	1 8/12	Custodian
Denise Robertson	3-01-93	2-21-94	2-21-94	1 4/12	Custodian High School

SIGNATURE PAGE

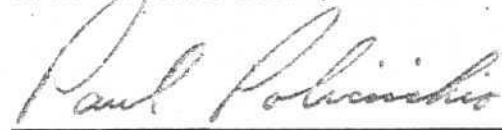
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed:

LAKE FENTON BOARD OF EDUCATION

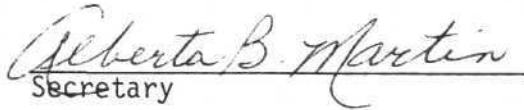
LOCAL 79, SERVICES EMPLOYEES
INTERNATIONAL UNION, AFL-CIO




President



President



Secretary



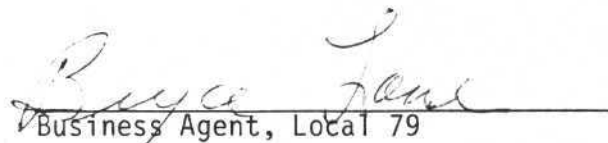
Chairman of Negotiations Committee



Treasurer



Negotiation Committee Member



Business Agent, Local 79

Dated this _____ day of _____, 1996 at
Fenton, Michigan



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

