

6/30/2000

MASTER AGREEMENT

BETWEEN THE

**LAKE FENTON
BOARD OF EDUCATION**

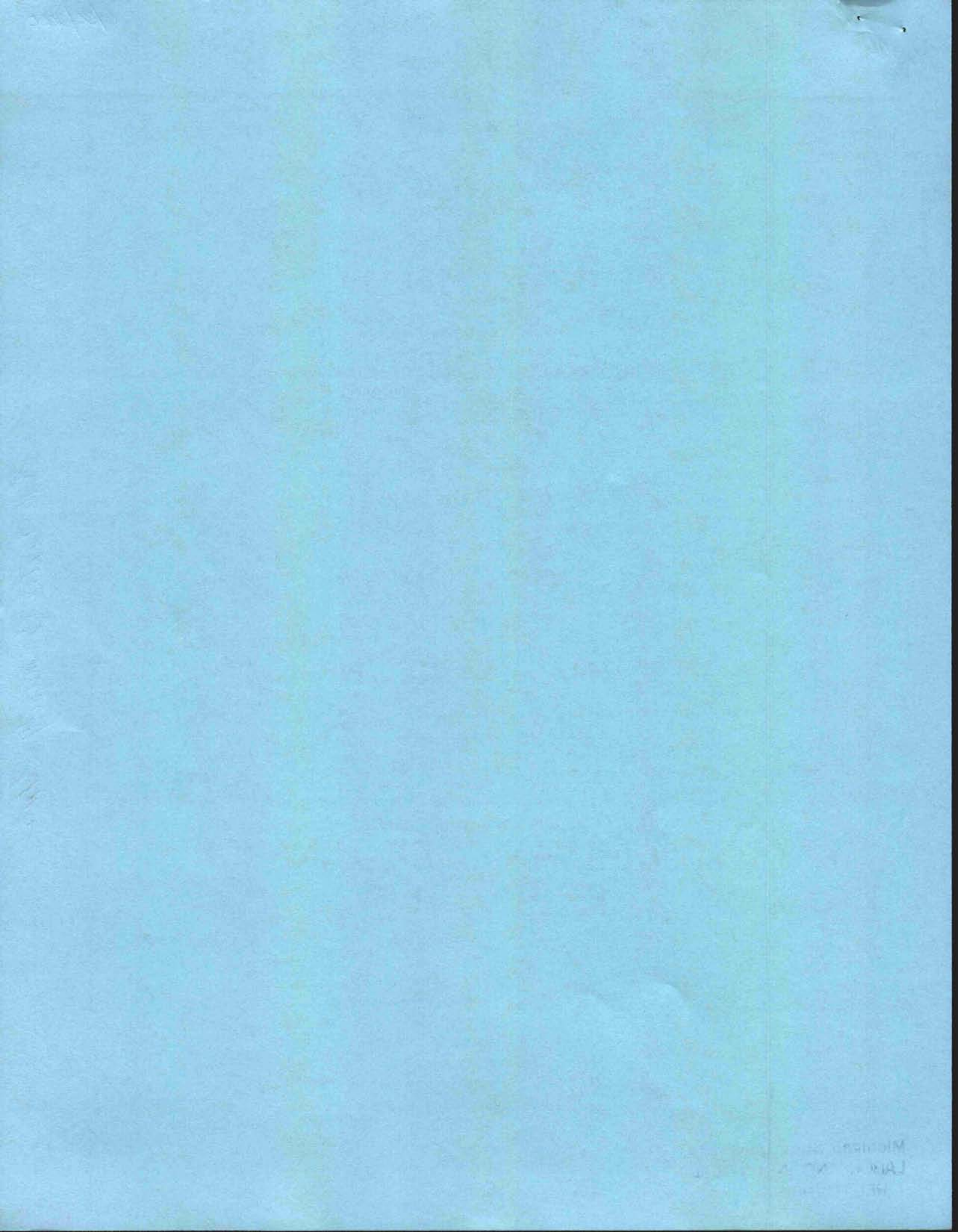
AND THE

**LOCAL 79
SERVICE EMPLOYEES
INTERNATIONAL UNION
AFL-CIO
FLINT MICHIGAN**

**CUSTODIAN AND MAINTENANCE
EMPLOYEES**

1998-2000

Lake Fenton Community School



6410

TABLE OF CONTENTS

ARTICLE I - PREAMBLE.....	3
ARTICLE II - RECOGNITION.....	3
ARTICLE III - VOLUNTARY DUES DEDUCTION	3
ARTICLE IV - BOARD RIGHTS	5
ARTICLE V - NO STRIKE	6
ARTICLE VI - REPRESENTATION	6
ARTICLE VII - SENIORITY	10
ARTICLE VIII - LAYOFFS AND RECALLS	11
ARTICLE IX - LEAVES OF ABSENCE.....	12
ARTICLE X - NEW JOBS	14
ARTICLE XII - VACATIONS	16
ARTICLE XIII - INSURANCE	16
ARTICLE XIV - BULLETIN BOARDS.....	17
ARTICLE XV - PAYROLL DEDUCTION.....	17
ARTICLE XVI - RELIEF AND CLEAN-UP TIME.....	17
ARTICLE XVII - PROMOTIONS, VACANCIES AND TRANSFERS	17
ARTICLE XVIII - OVERTIME	18
ARTICLE XIX - DURATION OF DISCIPLINE	18
ARTICLE XX - EFFECT OF LEGISLATION	19
ARTICLE XXI - WAIVER CLAUSE	19
ARTICLE XXII - GENERAL.....	19
ARTICLE XXIII - WAGES.....	20
ARTICLE XXIV - TERMINATION AND MODIFICATION	21

SENIORITY	22
SIGNATURE PAGE.....	23
SCHOOL CALENDAR	24

AGREEMENT

Entered into this 1st day of July, 1998, 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 service 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 as 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 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 earning 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 adoptions 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 Sate 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, aide, 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 grievance 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 therein 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 day. 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 not have any 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/her 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/her 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 ten (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 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 accumulated 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. Layoff 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 an 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 noticed 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 credit may be earned on the basis of one (1) day per month during which the employee works the scheduled eight (8) hour day, seventeen (17) or more days of the month. This will be implemented on January 1, 1998.
1. The District may require the employee to submit to a physical exam at any time while on sick leave.
 2. It is the employee's obligation to make application for paid sick days and this must be done within three (3) days of returning to work. The form shall be submitted to the Superintendent or his designee.
 3. Sick time will count as time worked if excused or approved. Any employee who is absent for two (2) or more consecutive days, may be required to present a doctor's slip covering the absence. On a calendar year basis, an employee who has missed six (6) days, may be required to present a doctor's slip for any absence.
 4. Sick days may accumulate to a total of one hundred sixty-eight (168) days. Eight days in excess of one hundred sixty-eight (168) days shall be paid off in the last pay period of each year, at a rate of Twenty (\$20.00) Dollars per day.

5. Employees who miss work due to sickness must notify the District prior to the beginning of the scheduled shift in order to be eligible for sick pay.
- 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's 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 shall be defined to include: 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 not 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:
1. Business days shall not be taken in connection with a weekend, holiday or school vacation break, unless approved by the Principal or 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 Principal or 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.
- 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 employee 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 forth-eight (48) hours in advance except for emergencies.
 - 2. Only one (1) employee shall be granted a leave of absence at any one time.
- I. The provisions of the Family and Medical Leave Act shall apply to all eligible employees.

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 June 30th following the fiscal year in which they are earned. Vacations may not be carried over beyond the June 30th 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.

ARTICLE XIII - 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 not more than \$50 per month for health insurance. The employer shall provide a cash option in the amount of \$100.00 in lieu of health benefits to any employee not taking the health insurance, 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 teacher's 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 deduction 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 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 and 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 the 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 the 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 thirty 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 a 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/her 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 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 cause by the Board and such error is equal to at least one (1) day's pay, it shall be corrected 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 to 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

Effective 7-1-81, up to two (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

	1998-99	1999-2000
A (1 -5 yrs)	\$ 8.97 <i>9.24</i>	A minimum of 1% and a maximum of <u>3%</u> based upon the foundation grant allowance received by the district
B (6-10 yrs)	9.06 <i>9.33</i>	
C (11-15 yrs)	9.76 <i>10.05</i>	
D (16 + yrs)	11.33 <i>11.67</i>	

MAINTENANCE:

Maintenance	\$12.77 <i>13.15</i>	same as above
-------------	----------------------	---------------

Head Custodian, Head of Maintenance will be paid an additional \$500 annually.

NOTES:

- A. Probationary pay - for the first thirty (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 five (5) full years work experience at Lake Fenton but less than ten (10); or ten (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, 2000.
- B. During April of 2000, 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 to 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.

**SENIORITY
CUSTODIAL/MAINTENANCE SENIORITY LIST** as of June 30, 1998
1998-99

NAME	HIRE DATE	DATE FULL TIME EMP.	SENIORITY DATE	YEARS SERVICE	POSITION LOCATION
Lawrence Hunt	6-11-73	6-11-73	6-11-73	25 1/12	Grounds Kpr District - Wide
Diana Matney	11-22-74	9-25-78	9-25-78	19 9/12	Head Custodian West Shore
Wayne Kinne	8-29-77	9-25-78	9-25-78	19 9/12	Head of Maint. District - Wide
Dolly Patterson	11-23-81	11-23-81	11-23-81	16 7/12	Custodian West Shore
Betty Verrette	9-16-82	12-16-85	12-16-85	12 6/12	Head Custodian Torrey Hill
Russell Bair	2-23-87	9-28-87	9-28-87	10 9/12	Custodian High School
James Lueker	9-02-87	5-22-88	5-22-88	10 1/12	Head Custodian High School
Karen Hopson	10-22-87	3-04-91	3-04-91	7 3/12	Custodian West Shore
Ken Weadbrock	9-22-88	10-21-92	10-21-92	5 8/12	Maintenance District-Wide
James (Steve) Timbs	7-24-92	8-24-93	8-24-93	4 8/12	Custodian High School
Denise Robertson	3-01-93	2-21-94	2-21-94	4 4/12	Custodian High School
Virginia Ackerman	11-29-83	2-20-97	2-20-97	1 4/12	Custodian Torrey Hill

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



President




President



Secretary



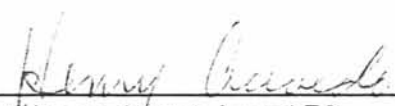
Chairperson of Negotiations Committee



Treasurer



Negotiation Committee Member



Business Agent, Local 79

Dated this 12th day of April, 1999 at Fenton, Michigan

SCHOOL CALENDAR

LAKE FENTON COMMUNITY SCHOOLS 1998-99 CALENDAR

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

SCHOOL CALENDAR

LAKE FENTON COMMUNITY SCHOOLS 1999-2000 CALENDAR

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

P. 25

