



2011-  
2012

**LAKE FENTON COMMUNITY SCHOOLS**

MASTER CONTRACT  
BETWEEN THE  
BOARD OF EDUCATION  
LAKE FENTON SCHOOL DISTRICT

AND

LOCAL 517M  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO  
FLINT, MICHIGAN

CUSTODIAN AND MAINTENANCE EMPLOYEES

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## **AGREEMENT**

Entered into this 1st day of July, 2011, between the Board of Education of the Lake Fenton School District, hereinafter referred to as the "Board" and SEIU Local 517M, 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, 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/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 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/her 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 - DISCIPLINE**

- A. DURATION OF DISCIPLINE: Discipline will be both corrective and progressive and a discipline will remain on an employee's record for a minimum of twenty-four (24) months, except as provided by law. Progression will be from the date of the last infraction.
- B. LOST TIME POLICY: Any lost time reported by the employee may result in corrective, progressive discipline according to the following:
1. Lost time: Day 1 – written reprimand  
Day 2 – One (1) week suspension  
Day 3 – 30 (thirty) day suspension (calendar days)  
Day 4 – Termination
  2. All employees absent from work for three (3) consecutive, regularly scheduled workdays without notification and documentation will be considered a voluntary quit. This policy does not apply to approved absences addressed in other Articles adopted herein.

## **ARTICLE VII - 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 VIII - 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 IX - 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 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 X - 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.

- a. Sick days may accumulate to a total of one hundred and eighty (180) days. For employees with ten (10) or more continuous years of service with Lake Fenton Community Schools, the employer shall pay \$20 per day for each day accumulated up to the 180 day cap, upon the employee's retirement.
  4. 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.
1. Leaves of absence may be granted and will be charged against the employee's sick leave accumulation.
  2. An employee with a minimum of one (1) year of service shall be given a maximum of three (3) days for the purpose of bereavement. Bereavement is only payable for immediate family members, as stated: spouse, parent, grandparent, grandchild, children, parents of current spouse, grandparent of current spouse, brother or sister.
- C. 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 Maintenance Supervisor.
  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 Maintenance Supervisor.
  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.
- D. 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.

- E. 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.
- F. 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 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.
- G. 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.
- H. The provisions of the Family and Medical Leave Act shall apply to all eligible employees.

## **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 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 XII - 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 XIII - 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. Vacation time earned but not used or scheduled to be used by June 30<sup>th</sup> will be paid to the Employee no later than the last pay period in June at the employee's current rate of pay.
- 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 XIV – INSURANCE

The Board shall provide the following insurance protection to full time and actively employed employees. Health Plus/TASC HDDP 2G 100% RX HRA/HSA. The district shall pay the \$1,250/\$2,500 deductible.

- A. Accident and sickness indemnity coverage, with premium cost not to exceed Six (\$6.00) Dollars per month per employee, payable by the administration (Short Term Disability).
- B. During the full term of this agreement, the employer will pay the full premium for a single person.
1. An employee hired "**prior to July 1, 2004**" with a two person or full family coverage must pay not more than Fifty (\$50.00) Dollars per month for health insurance. The employer shall provide a cash option in the amount of One-Hundred (\$100.00) Dollars in lieu of health benefits to any employee not taking the health insurance, providing two or more accept this option.
  2. An employee hired "**after July 1, 2004**" the employer will pay the full premium for a single person. An employee with a two person or full family

coverage must pay the difference between the single person coverage and the two person or full family coverage. The employer shall provide a cash option in the amount of One Hundred (\$100.00) Dollars in lieu of health benefits to any employee not taking the health insurance.

- 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.
- F. The Employer shall provide annual vision benefits to eligible Employees covered by this contract and their dependents up to the Ultra Vision Basic Plan I of the current policy (see below). This benefits is payable as secondary coverage to those employees having any other vision benefit (Current Plan).

Cost of exam allowed	\$ 32	Pair of regular lenses	\$42
Pair of bifocal lenses	\$ 48	Pair of trifocal lenses	\$60
Pair of contacts	\$100	Frames	\$18

## **ARTICLE XV - 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 XVI - PAYROLL DEDUCTION**

- A. Payroll deduction for anything other than specified in this Agreement shall be at the discretion of the Board.
- B. COMMITTEE ON POLITICAL EDUCATION (COPE): During the term of this Agreement, the Employer will honor a written authorization signed by any employee for the deduction of voluntary committee on political education (COPE) and / or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorizations shall be in a form consistent with federal law and this Agreement, and shall be in accordance with the standard form submitted to the employer by the Union.

The union shall notify the Employer, in writing, of the amount of voluntary COPE contributions to be remitted to the Union. The Employer will cause such voluntary contributions to be remitted at the same time all other monthly remittances are forwarded to the Union, together with a written statement of the names of the employees from who deductions were made.

## **ARTICLE XVII - RELIEF AND CLEAN-UP TIME**

- A. Employees will be provided a ten (10) minute relief time twice (2) per regular eight (8) hour shift.
- B. Periods designated as relief cannot be combined or used in conjunction with lunch periods unless approved by the Maintenance Supervisor.
- C. Relief may not be taken in the first or last hour of a shift unless approved by the Maintenance Supervisor.
- D. Failure to gain the appropriate approval for combination of relief periods may result in disciplinary action.

## **ARTICLE XVIII - 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, qualifications and performance. 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 cannot perform the work required.

- A. 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.
- B. An employee shall be permitted to return to his/her former position during the probationary period.
- C. 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 XIX - 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 XX - UNIFORMS**

- A. UNIFORM POLICY: While at work on school property and while school is in session, employees shall wear the following uniforms provided by the Employer at no cost to the Employee.

1. Custodians: Lake Fenton Community Schools polo type shirts
2. Maintenance: Complete Lake Fenton Community Schools uniforms
3. Long pants
4. Appropriate work shoes

The Employer shall be responsible for laundering, and repair and / or replacement of uniforms that suffer damage or loss on a work connected basis. Items damaged by misuse or abuse shall be replaced at the employee's expense.

No shorts, cutoffs, or tee shirts will be worn when school is in session.

Employees not wearing the appropriate uniform will be sent home to obtain the designated clothing. Any lost time during this period will be at the Employee's expense.

Failure to follow the uniform policy may result in disciplinary action.

- B. SAFETY SHOES: The Employer will pay up to Seventy-five (\$75.00) Dollars for the cost of safety shoes per year. The Employee must present a sales receipt in order to qualify for reimbursement.

1. Maintenance employees must wear steel toed safety shoes.
2. Inappropriate foot wear purchased by employee will not qualify for reimbursement.

## **ARTICLE XXI - 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 XXII - 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 XXIII - 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 events 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 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 XXIV - 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.

**CUSTODIAL:            PAY SCALE**  
**STEP                      2011-12**

- A (1 -5 yrs)            \$ 11.05
- B (6-10 yrs)           11.16
- C (11-15 yrs)         12.05
- D (16 + yrs)           13.95

**MAINTENANCE:**  
 Maintenance            \$ 15.72

Head Custodian, Head of Maintenance will be paid an additional Five-hundred (\$500.00) Dollars annually.

The Head of Maintenance will continue to do all water testing and adjustments in accordance with all State and County requirements. He/She will be responsible for maintaining all necessary licensing and certification necessary for the position. The Head of Maintenance shall be paid a stipend of \$1,500 for six months, in return for meeting all the criteria listed above. This stipend shall be paid during the second pay period of January and June each year.

**NOTES:**

- A. **PROBATIONARY PAY:** Probationary employees shall be paid 95% of the hourly rate at the appropriate step for custodians or maintenance for the duration of the 60-day probationary period.
- B. **SENIORITY DATE:** Employee's seniority date (hire) shall be used to achieve the incremental pay scale steps or to move from A to B, etc.
- C. **SHIFT PREMIUM:** A \$250, one time premium will be paid to an employee who is involuntarily transferred to the night shift on a permanent basis, upon completion of the first (1<sup>st</sup>) year in the involuntary position.
- D. **LONGEVITY:** Employees who have completed ten (10) or more years of continuous service shall receive longevity pay as set out in the table below. Longevity pays shall be paid on the second pay period in May following the individual employee's anniversary date.

Years of Service:	10 – 14 Years	15 – 19 Years	20 Years + Above
Amount:	\$100	\$125	\$150

## **ARTICLE XXV - TERMINATION AND MODIFICATION**

- A. This Agreement shall remain in effect from July 1, 2011 through 11:59 p.m. June 30, 2012.
- B. No later than April 1, 2012, or as 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: SEIU Local 517M, 1026 East Michigan Avenue, Lansing MI 48912, and if to the Employer, two copies addressed one (1) each to: Superintendent of Schools, Lake Fenton Community Schools, 11425 Torrey Road, Fenton, Michigan, 48430, or to any such address the Union or the Board may make available to each other.

## SENIORITY

as of June 30, 2011

<u>NAME</u>	<u>SENIORITY DATE</u>	<u>YEARS SERVICE</u>	<u>POSITION LOCATION</u>
Wayne Kinne	9-25-78	32 9/12	Head of Maintenance District - Wide
Dolly Patterson	11-23-81	29 7/12	Head Custodian West Shore
Betty Timbs	12-16-85	25 6/12	Head Custodian High School
Milt Collick	7-05-00	11	Custodian High School
Todd Hasty	3-07-05	6 4/12	Custodian Middle School
Sue Telfer	3-07-05	6 4/12	Custodain West Shore
Tom Collick	3-07-05	6 4/12	Custodian High School
Sally Hoffman	7-18-05	5 11/12	Custodian Middle School
Kevin Knuth	2-19-07	4 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 517M, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL - CIO

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson of Negotiations Committee

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Business Agent, Local 517M

Dated this 27<sup>th</sup> day of June, 2011 at Fenton, Michigan