Lake Fenton Community Schools

Learning For Continuous Success

2025-2028

LAKE FENTON COMMUNITY SCHOOLS

MASTER CONTRACT

BETWEEN THE

LAKE FENTON BOARD OF EDUCATION

AND THE

LAKE FENTON FOOD SERVICE ASSOCIATION

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A G R E E M E N T

Entered into this 1st day of July 2025, except as provided elsewhere in this agreement, between the Board of Education of the Lake Fenton School District, hereinafter referred to as the "Board" and the Lake Fenton Food Service Association, hereinafter called the "LFFSA."

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 LFFSA which will serve to their best interest, now therefore, the parties hereto agree as follows:

ARTICLE II - RECOGNITION

A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognized the LFFSA as the sole and exclusive bargaining agent for all members of the appropriate unit classified as: HS Cook/Baker/Manager, MS Cook/Baker/Manager, HS Head Cook, TH/WS Kitchen Cook/Manager, Kitchen Helper/Cashier, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other condition of employment.

B. For the purpose of this Agreement, the term "employee" shall include all regular part-time and full-time cafeteria employees as defined in Article VII, Seniority, and as classified in Article XXI, Wages of this Agreement, employed by the Board, but excluding maintenance, custodial, transportation, Unit Manager, substitutes, clerical, professional, supervisory executive, students.

C. It shall be recognized that nothing contained herein shall abridge the right of an individual employee to process her/his own grievance consistent with the terms of this collective bargaining agreement, and the Local unit chairperson has been notified.

ARTICLE III - BOARD RIGHTS

A. The Board, on its own and on the electors of the School District's behalf, retains and reserves without limitation all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan, and the laws of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees.

2. To employ personnel subject to the provisions of the law, to determine their qualifications and conditions for continued employment or their discharge or demotion, and to promote and transfer such employees, subject to the terms of this Agreement.

3. To determine work schedules, the hours of employment, the duties, responsibilities, and assignments of all employees, subject to the terms of this Agreement.

B. All existing Board policies relating to employment, not inconsistent with or abrogated by this Agreement, shall continue in full force and effect. The parties recognize the right of the Board unilaterally to make changes in such policies not inconsistent with the terms of this Agreement.

C. The exercise of the forgoing powers, right authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

ARTICLE IV - NO STRIKE

A. The LFFSA and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The LFFSA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The LFFSA, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone; nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of food service activities in the Lake Fenton School District.

B. Failure or refusal on the part of any employee to comply with any provisions of this Article will be cause for immediate dismissal.

ARTICLE V - REPRESENTATION

A. Bargaining Unit Defined:
All employees who are covered by this Agreement shall be represented for the purposes of the grievance procedure and negotiations by stewards and a bargaining committee to be chosen by the LFFSA.

B. Job Status and Functions of LFFSA Officers:
Steward and/or Alternate Stewards shall be paid by the Board for time spent in processing of grievance directly related to the Board during their regularly scheduled working hours, provided they have received prior approval from the Administration, whose approval shall not be unreasonably withheld. Such time shall not exceed a total for all committee persons, Stewards, and/or Alternate Steward of two (2) hours per week at their regular straight time hourly rate, as long as there is not disruption of work nor a result in overtime pay for any employee. Not more than one (1) Steward will be released at any time unless prior approval has been granted by the Administration. The Board shall allow one (1) employee to be absent one (1) day at full pay for attending LFFSA activities.

C. Discipline:
Formal discipline shall be conducted in a private office away from the public and other personnel. Upon request a LFFSA representative shall be made present during all disciplinary proceedings.

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.

Not Reporting to Work:

Any time an employee does not report for work and does not notify his/her immediate supervisor this will 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
   Day 4 Termination

2. All employees absent from work for three (3) consecutive, regularly scheduled workdays without notification and documentation will be considered to have voluntarily quit.

ARTICLE VI - 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 LFFSA agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure, within confines of state law.

A. Definitions:

1. The term "grievance" as used herein is defined as a claim by an individual employee alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. 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 the alleged violation.
   d. It must specify the relief requested.

2. Any written grievance not in accordance with Paragraph I above shall be rejected as improper and such rejection shall not extend the limitations hereinafter set forth.

3. The term "employee" shall include any individual employee who is a member of the bargaining unit as defined in Article II, Recognition, of this Agreement. The LFFSA shall be entitled to process a grievance under the provision of the Agreement.

4. The term "days" used herein shall mean scheduled workdays. Time limits may be extended in writing by mutual agreement of the Board or its representatives and the LFFSA or its representatives.

5. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

    a. Termination of services or failure to re-employ any probationary employee, or any part-time employee.
    b. Any complaints or claims for which there is another remedial procedure or administrative forum established by law or by regulation having the force of law.

6. The failure to process a grievance, or the failure to appeal a decision within the specified time limits provided for at any level of this procedure shall be deemed evidence of acceptance of the decision reached at that level.

B. Structure:

1. The representatives of the Board at the various levels of the Grievance Procedure are as follows:

    a. Level I - Food Service Director or her/his designated representative.
    b. Level II - Superintendent or her/his designated representative.
    c. Level III - The Board or its designated representative.

2. The Board or the LFFSA may be represented at all meetings and hearings at any level of the Grievance Procedure by an individual designated as its representative. An individual employee may be represented by an officer, agent, or representative of any organization other than the LFFSA. If the employee does not request to be represented by the LFFSA at Level II, the LFFSA shall be entitled to be present at such meeting.

3. A grievance processed beyond Level I of the Grievance Procedure must have the approval of the LFFSA at each level of the Grievance Procedure.

4. The Board or its designated representatives shall have no responsibility to continue to process a grievance and said grievance shall be considered settled on the basis of the last answer if one of the following occurs:

    a. The aggrieved employee's employment with the school district is terminated voluntarily.

b. The aggrieved employee withdraws support of the grievance.
c. The LFFSA 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 IV, no strike, are violated.

C. Procedure:

Level One:

1. The employee alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement must first take the matter up verbally with the Food Service Director within seven (7) days of employee's awareness of the act or condition which is the basis of his/her alleged grievance.

2. The Food Service Director shall attempt to resolve the grievance within two (2) days from the date of the verbal presentation.

3. If the verbal answer of the Food Service Director is unsatisfactory, the LFFSA shall within three (3) days of the answer reduce the grievance to writing and present it to the Food Service Director.

4. Within three (3) days from the receipt of the written grievance, the Food Service Director shall answer the grievance in writing with one (1) copy of the written decision given to the LFFSA.

5. If the grievance is not appealed by the employee and the LFFSA within three (3) days, the Food Service Director's decision shall be final.

Level Two:

1. If the Food Service Director's decision is not acceptable to the employee and the LFFSA, the grievance may be appealed to the Superintendent by sending him/her a written notice with a copy of the grievance within three (3) days from the date of the Food Service Director's decision.

2. Within five (5) days from receipt of the appeal, the Superintendent will schedule a meeting to attempt to satisfactorily resolve the grievance. At this meeting the employee may appear personally; however, he/she must be represented by the LFFSA. Not more than one (1) LFFSA representative shall be entitled to attend this meeting. Such meeting shall be scheduled at a time when there is no disruption of normal school routine and duties of the employee.

3. Within four (4) days from the date of this meeting, the Superintendent shall answer the grievance in writing. One (1) copy of the written decision shall be given to the LFFSA.

4. If the grievance is not appealed within ten (10) days, the Superintendent's decision will be final.

Level Three:

1. If the employee and the LFFSA do not accept the Superintendent's decision, the grievance may be appealed to the Board by sending a written notice with a copy of the grievance to the Secretary of the Board within ten (10) days from the date of the Superintendent's decision.

2. Within ten (10) days from the date of the appeal, the Board will arrange for a meeting to attempt to satisfactorily resolve the grievance. The grievant(s) may attend this meeting but must be represented by the LFFSA. If required by management to attend, the grievant(s) shall be paid for all lost time. Such meeting shall be scheduled at a time when there is no disruption of normal school routine and duties of the employee.

3. Within five (5) days from the date of the meeting, the Board shall answer such grievance in writing. One (1) copy of the Board's decision shall be given to the LFFSA.

4. This decision shall be final and binding unless appealed within ten (10) days from the Board's decision.

Level Four:

1. If the Board's decision is not satisfactory to the employee and the LFFSA, it may be submitted to arbitration by an impartial arbitrator by sending a written notice with a copy of the grievance, to the Secretary of the Board within ten (10) days from the date of the Board's decision.

2. Within ten (10) days from the date of the appeal to the Board, representatives of the Board and LFFSA shall meet for the purpose of mutually agreeing upon an impartial arbitrator. The parties will consider the possibility of expedited arbitration.

3. In the event the Board and the LFFSA are unable to mutually agree upon an arbitrator within five (5) days from the date of the meeting provided in paragraph 2 above, the grievance shall be submitted to the American Arbitration Association in accordance with its rules.

4. This Agreement constitutes a contract between the Board and the LFFSA which shall be interpreted by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine the disputed interpretations of terms actually found in the Agreement. The Arbitrator shall, therefore, not have the authority nor shall he/she consider it his/her function to include in his/her decision any issue not submitted to him/her or to interpret or apply the Agreement as to change what fairly can be said to have been the intent of the parties as determined by generally accepted rule of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or

adds to any of the terms or provisions on this Agreement. The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such decision is fair or equitable, or because in his/her opinion it is unfair or inequitable.

5. If either party shall claim before the Arbitrator that a particular grievance fails to meet the test of arbitrability as the same as 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/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determined that such grievance fails to meet the test of arbitrability, he/she shall refer the case back to the parties without a recommendation on its merits.

6. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one grievance including the argument on arbitrability at anyone hearing.

7. The Arbitrator may make such investigation as he/she 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 her/his decision which shall be final and binding upon both parties.

8. The fees and expenses of the Arbitrator shall be shared equally.

ARTICLE VII - SENIORITY

A. New employees will be considered as probationary employees until they have worked for sixty (60) days. After completion of the sixty (60) workdays, the employee will be considered as a regular employee, and her/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, her/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 she/he is absent due to an injury covered by Worker's Compensation Insurance, not to exceed two (2) years.

E. The right to re-employment or the continuing seniority rights of an employee now or hereinafter upon the seniority list and who is not or hereinafter a member of the Armed Forces of the United States shall be as provided by law.

F. An employee who is promoted to a position outside the LFFSA shall continue to accumulate seniority for a period of one (1) year after promotion. Thereafter, she/he shall retain but not accumulate seniority. During the first year, she/he shall, if returned to the bargaining

unit, return to his/her former classification from which she/he came. If she/he returns to the bargaining unit after one (1) year, she/he shall return to the lowest classification in the Department and shall be restricted from exercising her/his seniority on other job openings or promotions for a period of one (1) year.

An employee that has transferred into the LFFSA from another position within the Lake Fenton Schools and has one (1) or more years of work in the district may have the probationary period waived.

G. Seniority shall be terminated for the following reasons:

1. The employee quits.
2. The employee is discharged.
3. The employee retires.
4. The employee is laid off for a continuous period equal to the seniority she/he had acquired at the time of such layoff, or two (2) years, whichever comes first.

H. 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 will be considered as part-time employees.

I. Once an employee has acquired seniority under the provisions of this Agreement, she/he shall be entitled to retro-active credit for sick leave which she/he may have been entitled to accumulate under the provision of Article IX, Leaves of Absence, of this Agreement.

J. Days worked as a substitute may count towards satisfying the probationary period. If an employee who was hired as a temporary employee works continuously in the same position beyond sixty (60) working days and then is hired as a regular employee in that same or similar position, the employee:

1. Will have a seniority date of the initial day of continuous employment as a temporary; and

2. Shall not receive any retro pay or fringe benefits for time worked prior to being assigned to position on a permanent basis.

ARTICLE VIII - LAYOFF AND RECALLS

A. Layoffs and recalls will be based upon seniority within classifications provided the senior employee is qualified to perform the work required. The Board shall not be obligated to consider promotions during a layoff period and employees shall not displace other employees in higher classifications.

B. In the event of a layoff, part-time and temporary employees shall be laid off first. In the event the Board determines a layoff is necessary, they will meet with the LFFSA at least two (2) weeks prior to such layoff, when possible.

C. If the Board anticipates cutbacks in jobs by making full-time jobs half-time, it will first meet with the LFFSA to discuss such plans.

ARTICLE IX - LEAVES OF ABSENCE

A. Paid Time Off Days (PTO):

Personal Time Off

Employees are expected to be at work every day for which they are scheduled; however, it is recognized that on occasion an employee will have a personal reason which would require his or her absence from work.

A paid time off (PTO) policy combines vacation, sick time, and personal time into a single bank of days for employees to use when they take paid time off from work. A PTO policy creates a pool of days that an employee may use at his or her discretion. When requesting a day off and approved by the Food Service Director, the employee will be paid the number of hours they would have been scheduled to work for that day. The time will be deducted from their PTO bank. An employee who desires personal time off should place a request at least 3 days in advance and receive permission in advance from his or her supervisor except in case of an emergency.

The employee must use the PTO at their discretion, whether they need the time for doctor's appointments, kid's school conferences, to pick up a child, recover from the flu, etc. Taking the day off will be charged against your PTO time.

If you have used all your PTO entitlement for the employment year and terminate your employment before you have earned all the PTO you have taken, payment for the unearned days will be deducted in the computation of your final paycheck.

1. Each employee covered by this Agreement shall be entitled to receive five (5) paid time off days for each semester worked. These days shall be credited at the beginning of each semester for a total of ten (10) days per school year. In the event the employee does not actually work the full scheduled semester in any year, he/she shall have a pro-rated deduction made from his/her accruals for each month in which the majority of days are not worked. If the employee does not have sufficient earnings to make the payroll deduction, he/she must reimburse the school district for such day(s). The maximum total accumulation of PTO days shall be one hundred twenty (120). PTO must be approved by the food service director.

    a. Regular full time and part-time employees of the Board shall receive pro-rata Paid Time Off (PTO) according to the hours they work on a regularly scheduled basis as defined in Article VII, Seniority.
    b. Disabilities due to pregnancy shall be treated as any other disability.
    c. PTO days will count as worked days if excused or approved by the Food Service Director, and the employee uses PTO time for that day. Any employee who is absent two (2) or more consecutives days for illness may be required to present a doctor's

slip covering the absence. On a calendar year basis (ten months per year), an employee who misses six (6) days for illness may be required to present a doctor's slip for any absences or will be disciplined subject to the discretion of the Food Service Director. Employees who miss work due to illness must notify their Kitchen Manager and Food Service Director two (2) hours prior to their scheduled shift to be paid.

d. Non workdays such as Professional Development Days, Parent-Teacher Conferences, Personal, Exams, Teacher Record Days, Christmas Break, Winter Break, Spring Break, and any other situation that may occur that may not be handled outside work time may be used. PTO days being used for anything other than being sick or extreme emergency situations must be requested in writing or by using whatever system is in place by the Food Service Director or Lake Fenton Schools at least three (3) workdays or more prior to the personal day and approved by the Food Service Director.
e. PTO days balances will roll over to the next school year and shall remain the same as the previous year.
f. PTO days shall not be taken in connection with a holiday or school vacation break, unless approved by the Superintendent, to be paid for the holiday the employee must work the day before and the day after the holiday.
g. The request for a PTO 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 Food Service Director.
h. On a regular scheduled workday, not more than one (1) employee per building will be permitted a PTO day on the same day except for emergencies.

2. PTO days, accumulated prior to any approved leave of absence without pay, shall be held in reserve pending the return of the employee from such leave.

3. Leave time which shall be deducted from PTO accumulation shall be granted at the discretion of the Superintendent or designated representative for the following reason:

   a. Quarantine because of exposure to contagious disease which could be communicated to other employees or students. An approval of a physician must be presented for the entire period of absence.
   b. Illness in the immediate family - the employee's immediate family shall be defined as mother, father, spouse, child, adopted child, court placed foster child or stepchild who resides in the employee's household. Time off with pay deducted from sick leave may be granted for other relatives at the discretion of the Superintendent.

4. If an employee needs to be off work and does not have any PTO time remaining, they can submit a written request to the superintendent for approval. The employee must include the reason for the absence in the request.

B. Attendance Incentive

1. Perfect attendance means the employee did not miss any work time during the periods identified below. Employees who have perfect attendance during the first work period will receive a $500 stipend the first pay in January. Employees who have perfect

attendance during the second work period will receive a $500 stipend the last pay in June.

2. An individual that misses 2 (two) or fewer days during the periods defined below will receive a $300 stipend as described above.

First work period of the year includes the first report day for food service staff in August up to the day Christmas break begins.

Second report period for the year includes the day classes resume after Christmas Break through the last day of school in June.

C. Bereavement Days:

An employee shall be granted up to five (5) days off with pay for a death in his/her immediate family, providing she/he submits satisfactory evidence of such death and satisfactory evidence of attendance at the funeral of such person to the Food Service Director. Immediate family, for the purposes of this paragraph, shall be defined as: Mother, Father, Spouse, Child, Adopted Child, Stepchild, Brother, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents, Grandchildren and Legal Guardians.

D. Military leaves:

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

E. Jury Duty:

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

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

F. Unpaid Leaves

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

provided to enter other employment except in rare and unusual cases, and fringe benefits shall not accumulate or be paid for the period of such leave.

G. LFFSA Leave

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

H. Release Time for LFFSA Activity:

Upon written request by an authorized officer of the LFFSA, the Board will authorize a member of the LFFSA and the President of the Local, if she/he is an employee of the Board, to be absent from her/his job without pay, not to exceed five (5) consecutive working days, for the purpose of handling LFFSA 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 LFFSA to be absent without pay from her/his job for not more than ten (10) regular workdays 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 Food Service Director 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.

I. Maternity

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

ARTICLE 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 described in existing job descriptions or classifications, the Board has the right to develop and establish such new or revised job descriptions, specifications, and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.

B. The Board will notify the LFFSA of such new or changed job within thirty (30) days after such new or changed job is established; and upon request, meet with the LFFSA to negotiate the rate and classification. If in the event the parties do not agree upon a rate, the matter may be submitted to mediation and/or fact finding.

ARTICLE XI - BULLETIN BOARDS

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

ARTICLE XII - TRANSFERS AND VACANCIES

A. The Board shall within ten (10) working days of a vacancy post a notice of such vacancy in the central kitchen and send notices to other schools for a period of five (5) working days, during which an employee may express her/his desire for such position by submitting a written request to the Food Service Director.

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

ARTICLE XIII - DURATION OF DISCIPLINE

A. The Employer herewith agrees and commits to the concept and philosophy of corrective discipline. The intent being that minor offenses will be handled as follows: oral counseling, written reprimand, suspension, and discharge. It is recognized that certain infractions due to their seriousness may be disciplined at any step outlined above.

B. In the event discipline is to be issued, the employee will be called by her/his supervisor, with LFFSA representation if requested, within five (5) days of the infraction, or when the employer learns of the infraction, told of the infraction, and possible consequences of further infractions. Any disciplinary penalties will be given within three (3) days of the qualification of the infraction.

C. In imposing disciplinary penalties on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously unless previous disciplinary action was illegal or immoral.

ARTICLE XIV- RELIEF TIME

Employees working four (4) hours or more shall receive one (1) fifteen (15) minute uninterrupted break or the equivalent thereof during the a.m. of their regularly scheduled working day. Employees working six (6) hours or more shall receive one (1) thirty (30) minute lunch break with

such time to be scheduled by the Food Service Director. No one may leave the premises during their paid lunch and or break unless approved by Food Service Director or the respective Kitchen Manager.

ARTICLE XV - HOLIDAYS

A. The holidays employees will be paid for are as follows:

Labor Day	Thanksgiving	Friday after Thanksgiving
Christmas Eve	Christmas	New Year's Eve
New Year's	Good Friday	Mid-Winter Break
Memorial Day		

B. The following criteria must be met to receive pay for the holidays:

1. Employee is a seniority employee on the date of the holiday.

2. Employee would have been otherwise scheduled to work on such day if it had not been observed as holiday, and the employee must have worked the last scheduled day prior to the holiday and the first scheduled day following the holiday.

3. Employees who are absent on paid sick days shall be considered as having worked on such days for the purpose of qualifying for holiday pay as provided in Paragraph B 2. The Board retains the right to send the employee for medical verification of the necessity of absence from work on such days.

4. Seniority employees shall receive payment based on their regular straight-time daily rate in accordance with the work schedule provided for in Article VII, Seniority.

ARTICLE XVI - INSURANCE

A. The Board shall provide a short-term disability program. This coverage is contingent on a group rate with the secretarial association.

B. Employees may subscribe to medical, dental or vision coverage, subject to all terms of the carrier, at their own expense. Payment for such benefits must be paid in advance and will be negotiated through the Superintendent's office.

C. Seventy-five hundred dollars ($7,500) term life insurance with AD & D (subject to the terms of the carrier) shall be provided for all qualified employees.

ARTICLE XVII - REPORT-IN PAY

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

ARTICLE XVIII - GENERAL

A. In the event school is canceled because of an "Act of God Day" and the services of the cafeteria employees are not required, said employees shall receive a full day's wages for up to six (6) days the school district does not have to make up under Michigan State regulation. Those employees who are called and come in to work on an "Act of God" day to take care of food also get a minimum of one 2 hours call in pay. Employees who are asked and fail to report on these days will forfeit their pay for that day. Employees may use paid time off days for any Act of God days beyond the six (6) paid.

B. Employees may be required to report up to 5 days prior to the start of the school year. The Food Service Director will determine the schedule and communicate with employees.

C. The LFFSA recognizes the management's right to call meetings with the members; management, in turn, agrees that it will pay employees for all time spent at said meetings. If said time shall exceed eight (8) hours, all additional time shall be at time and one-half (1 1/2).

D. All employees will be evaluated biennially (every other year). Any employee receiving a rating lower than satisfactory or effective, will be evaluated annually until performance improves.

E. Any employee who observes a condition of work or requirement he/she believes to be unsafe must report the same immediately to his/her supervisor who will promptly investigate same. If the Employer shall determine that such conditions or equipment is unsafe, immediate steps will be taken by the Employer to correct the same.

F. In-Service days may be used for periodic cleaning of equipment that is other than normal routine cleaning. They may also be used for meetings and or training to meet USDA guidelines.

G. When there is any use of the kitchen (and when any electrical or gas equipment is used) one (1) bargaining unit employee shall be paid for all hours of operation when food is prepared.

H. The Board agrees to continue the current system of calling bargaining unit employees into work early to prepare for extra events, starting with highest seniority first at each school, and when extra help is needed, it shall extend to other schools by seniority or classifications.

I. The Board agrees to provide lockers in the cafeteria area for all employees.

J. The food service suppliers will deliver all food to each building, provided the order meets the minimum requirements for such delivery. If there are problems, the Board agrees to meet and discuss the loading and unloading with the food service employees. Additional bargaining unit employees will be assigned to assist with loading and unloading of bulk food delivered from building to building.

K. A calendar listing all extra events shall be posted and maintained current, including proper description, date, time, and location of events. This schedule shall be posted in each kitchen two weeks in advance of each event, except those events the cafeteria is not aware of, in which case will be posted as soon as the Food Service Director is made aware of same.

L. Employees shall be assigned to work extra schedule events at their assigned buildings at each school or classification on a fair and continuous rotation basis, starting with highest seniority first, followed by next highest seniority, etc. An employee turning down work for extra events will be charged for such events, as having worked the event. Employees shall be assigned as indicated above and notified they are working scheduled events, at least two weeks in advance of the events, whenever possible at each school or classification.

M. Unexpected events at each school shall be offered on a fair and continuous rotation basis starting with highest seniority at that school or classification first, followed by the next highest seniority, etc., in the rotation sequence. An employee turning down the work for unexpected events will be charged for such events as having worked the events. An employee who turns down events three (3) consecutive times may be subject to termination.

N. When school is in session or at work on school property, employees shall wear the following uniforms provided by the uniform allowance to all employees. The same color shirt that is approved by the Food Service Director shall be worn each day.

Long black pants, capris, or jeans without holes

Non-slip resistant shoes shall be worn.

Plastic gloves

Fleece jackets (blue or black)

Aprons

A Lake Fenton sweatshirt may be worn and reimbursed from the uniform allowance. The Food Service Director shall approve the sweatshirt prior to the purchase and prior to being worn as part of the uniform.

Food delivery van driver may purchase winter boots, coat, hat, or gloves.

No perfume, dangling earrings, or necklaces.

Nails are to be well trimmed and clean

Gum chewing and cigarette smoking are not permitted any time while on school grounds or during your scheduled work time. This includes breaks and lunch periods.

Hair is to be kept short or restrained at all times when preparing food, regardless of the length of hair.

The employee shall be responsible for laundering, repair and/or replacement of uniforms and aprons.

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.

ARTICLE XIX - EFFECT OF LEGISLATION

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

ARTICLE XX - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercising that right and opportunity are set forth in this Agreement. Therefore, the LFFSA and the Board for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XXI – WAGES

CLASSIFICATION	2025-26	2026-27	2027-28
Managers	18.87	19.37	19.87
MS/HS Head Cook	18.17	18.67	19.17
Kitchen Helper/Cashier	17.78	18.28	18.78
Subs will receive the Kitchen Helper rate			

A. When any employee that has completed their probationary period and is asked to bump up to a higher classification, they will receive those classifications pay for the day/days worked. When an employee is bumped up to a higher classification by seniority a substitute will be brought in to fill the employees' position that was bumped up. One employee will be moved up to a higher rated job for the period of absence and will remain in that position until the regular employee returns and shall receive the higher rate of pay for days worked, holidays and snow days if they fall during the time of working in the higher classification.

   Any employee that has been bumped up to a higher classification or benefited by receiving more hours to work will then go to the bottom of the list at their building to make it far and equitable for all employees to have the opportunity to gain more pay or time worked. Extra time and higher classification will be on a rotating basis by building seniority. If no one at that building can work, the staff members at other buildings will be asked based on seniority as

long as it does not interfere with their regular scheduled workday and the move will benefit them.

C. Should the Board of Education choose to privatize the Food Services Program, the Cafeteria employees would receive one half (1/2) of their daily rate of pay for any sick/personal days that an employee has accumulated.

D. Employees who have completed ten (10) years of continuous service shall be paid $10 (ten dollars) for each day of accumulated sick and / or personal leave up to a maximum of sixty (60) days upon leaving the district. Upon negotiations with other Lake Fenton Community Schools employee groups, this clause may be re-opened (letter of intent).

E. Employees who have worked and completed the following continuous years of service for the district shall receive longevity payments as provided. Such payments shall be made at the end of the school year.

3 years through 5 years	$100.00
6 years through 10 years	$150.00
11 years through 15 years	$200.00
16 years through 20 years	$325.00
21 years or more	$425.00

F. If the school district appoints managers to each kitchen, the Board representative will meet with the employees to negotiate the rate of pay.

OVERTIME

Time and one half (1 1/2) for all hours worked in excess of eight (8) hours in any day. Time and one half (1 1/2) for work performed on the following dates as such: Saturday and Sunday. Time and one half (1 1/2) for work performed on paid holidays as provided for in Article XV.

UNIFORM ALLOWANCE/CLASSES

A. Uniform Allowance will be given in association with assigned position.

Hours Worked Per Day	Uniform Allowance
1 – 2.75 hr. employees	$185.00
3 – 4.25 hr. employees	$ 235.00
4.5 – 6.50 hr. employees	$ 285.00
Over 6.75 hr. employees	$ 335.00

Uniform allowances will be paid half in December and half in June.

Uniform style and color will be determined by the food service director prior to the end of the preceding school year. (It is understood that this is not to be precedent setting in granting this allowance to non-LFFSA members.) Allowances for uniforms will be limited to outer garments only.

B. The Board will pay for tuition on State Association classes necessary to maintain certification.

C. Employees shall be paid their existing hourly wage rate for all time spent in Board required classes, Health Department workshops, etc.

ARTICLE XXII - TERMINATION AND MODIFICATION

A. This agreement shall continue in full force and effect until 11:59 p.m. June 30, 2028.

B. If notice to modify is given, the Agreement shall remain in full force and effect until a new agreement is reached or until either party is given a ten (10) day notice to terminate.

C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the LFFSA, 11425 Torrey Road, Fenton, MI 48430 and if to the Board, addressed to Lake Fenton Board of Education, 11425 Torrey Road, Fenton, Michigan, 48430, or to any other such addressed the LFFSA, or the Board may make available to each other.

D. All fringe benefits, including insurance programs, will be effective as soon as the necessary applications are processed, and the insurance carriers process the new insurance plans.

ARTICLE XXIII – SIGNATURE PAGE

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

LAKE FENTON BOARD OF EDUCATION

Chris Fletcher, Board President

Michael Peraino, Board Vice-President

Heidi Howieson, Board Secretary

Shannon Elenbaas, Board Treasurer

06/23/2025
Date

LAKE FENTON FOOD SERVICE ASSOCIATION

Colleen Webster, LFFSA Representative

Brandi Guyzik , LFFSA Representative

ARTICLE XXIV – SENIORITY LIST

FOOD SERVICE SENIORITY LIST

(updated June 30, 2025)

		YEARS OF SERVICE	
SENIORITY NAME	**DATE OF HIRE**	**AS OF 6/30/2025**	
		Years	Months
Wummel, Beth	3/6/2015	10	4/10
Webster, Colleen	8/28/2017	8	
Guyzik, Brandi	9/2/2021	4	
Justice, Eileen (Fay)	11/15/2021	3	8/10
Arnold, Velvet	11/29/2021	3	7/10
Gibson, Denise	4/21/2022	3	2/10
Matthies, Stacy	8/22/2022	3	
Dasher, Diana	8/29/2022	3	
Campau, Brianna	8/23/2023	2	
Thomas, Ryan	8/23/2023	2	
Knutson, Kim	4/08/2024	1	3/10
Hutchison, Lori	5/13/2024	1	2/10
Hardy, Tiara	9/12/2024	1	
Donnell, Ashley	01/29/2025		5/10