2026-2029

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 11th day of May, 2026, 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

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. Dues Deduction. Upon written authorization from the employee, the employer shall deduct from the wages/salary of the employee union membership dues or fees and shall remit same to the Union.

The authorized deduction of dues or fees shall be made from a regular paycheck on a monthly or bi-weekly basis each moth during which the employee works. The employer agrees to promptly remit to the Union each month all monies so deducted accompanied by an alphabetized list of employees from whom deductions have been made, unless and until the employee's authorization has been properly revoked by the employee in writing (hard copy or electronic) with such revocation sent to both the Employer and the Union.

C. 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 State of Michigan and the laws of the United States.

ARTICLE V – NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, 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. <u>DURATION OF DISCIPLINE:</u> 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 according to the following:

Incident 1 – written reprimand
Incident 2 – up to 5 days off without pay
Incident 3 – up to 30 days off without pay
Incident 4 -- termination

B. NO CALL NO SHOW POLICY: Any time a custodian missed a shift without notifying the Maintenance Director, 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.

Twice per year, the district shall provide the union with a list of represented employees including the following information if available: Name, Address, Phone number, email, seniority date, job title, hourly wage, weekly hours, yearly base wage.

Upon hire or resignation, termination, or retirement of any employee, the employer shall notify 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 ninety (90) calendar days. After completion of the ninety (90) calendar days, the employee will be considered as a regular employee, and their seniority will start as of the most recent date of hire. Niney (90) days worked as a GECS employee at Lake Fenton Community Schools may serve as the probationary period.

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, their 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 they are 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. Seniority shall not accumulate for an employee on an unpaid leave of absence that exceeds thirty (30) days.

G. 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 they 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.

H. All employees who work six (6) hours or more per day Five (5) days per week 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.

I. Employees who work less than three (3) hours per day on a regularly scheduled basis shall not be considered members of this bargaining unit and shall not accumulate seniority with the school district.

J. 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. Employees shall receive twelve (12) days of sick leave in their leave bank accounts on July 1st of each year. In the event an employee works less than the entire year, their sick leave shall be pro-rated.

   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 three (3) or more consecutive days, may be required to present a doctor's slip covering the absence.

   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 $25 per day for each day accumulated up to the 180 day cap, upon the employee's retirement.

4. Attendance Incentive
   a. Perfect attendance means the employee did not miss any work time, use any sick or personal time during the periods identified below. They may use vacation days which are approved in advance. 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 first pay in July.
   b. An individual that misses 2(two) or fewer days during the periods defined below will receive a $300 stipend as described above.

   c. The first work period of the year is 7/1 through 12/31. The second period is 1/1 through 6/30.

5. Employees who miss work due to sickness must notify the District prior to the beginning of the scheduled shift in order to be eligible for sick pay.

6. Employee must exhaust all accruals before taking time off without compensation.

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 shall be given a maximum of three (3) days for the purpose of bereavement. Bereavement is only payable for immediate family members, as stated: mother, father, stepmother/father, spouse, child, adopted child, step-child, brother, sister, mother/father-in-law, grandparents, and legal guardian.

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 Director.

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 Director.

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.

5. Act of God days –Custodians are required to report on Act of God days and will work 6 hours. They will be compensated at time and a half for hours worked. The Maintenance Director will determine the report time for second shift custodians based on evening activities. Maintenance staff are required to report to work on Act of God days. They will be compensated at time and a half for the hours worked. Accruals will not be compensated at time and a half.

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	President's Day
Memorial Day	July 3rd	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 required to work on a Saturday or Sunday that a holiday falls on, shall receive double (2) time for all hours worked on that day 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.

G. In the event the district's Mid-Winter Break is longer than President's Day, the parties will meet to discuss how to handle work arrangements for that time period.

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 30th 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. Vacation requests are subject to the approval of the Administration.

ARTICLE XIV – INSURANCE

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

A. The board shall provide, at no cost to the employee, a short term disability program.

B. During the full term of this agreement, the employer will pay up to the amount allowable under PA 152.

The employer will pay the portion of the premium that is allowable for a single person per PA 152. An employee with two person or full family coverage must pay the difference between the single person coverage allowable amount per PA 152 and the premium amount for the two

person or full family coverage. The employer shall provide a cash option in the amount of One Hundred ($100.00) Dollars per month 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 will be an 80 - 20 plan.

F. The Employer shall provide annual vision benefits to eligible Employees covered by this contract and their dependents based on the coverage provided in the VSP2 plan of the current policy. This benefit is payable as secondary coverage to those employees having any other vision benefit (Current Plan).

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

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

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 Director.

C. Relief may not be taken in the first or last hour of a shift unless approved by the Maintenance Director.

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. A regular work day shall be scheduled for eight (8) hours. During periods of time for which the Board and the Union mutually agreed upon, such as the summer months, the length of regular day hours may be extended. Overtime rates shall be paid for any assigned work day beyond eight (8) hours per day or over forty (40) paid hours per week. If the normal work day is mutually agreed upon to be extended, overtime shall be paid only for time over forty (40) hours per week. The overtime rate shall be calculated at time and one-half (1 1/2) according to the individual's salary. If the overtime falls on a Sunday, the rate shall be calculated at double (2) time according to the individual's salary. All time worked over eight (8) hours per day or the mutually agreed upon extended work 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.

   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. Employees will be paid a minimum of two (2) hours of overtime for school sponsored activities. Any other anticipated overtime will be posted each week, whenever possible via text or email. The low overtime hour employee will be the first asked to work. Overtime opportunities will be on a voluntary basis. If no employee agrees to work the overtime, it will be mandated to the employee with the least overtime worked. Implementation of the rotating schedule shall begin with the least senior Employee.

ARTICLE XX – UNIFORMS

A. UNIFORM POLICY: While at work on school property and while school is in session, employees shall wear the following uniforms:

1. Custodians: Lake Fenton Community Schools tee shirts
2. Maintenance:
    a. Long pants
    b. Appropriate work shoes

NOTE: The district shall provide six (6) tee shirts annually for the custodians.

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 One Hundred Fifty ($150) Dollars for the cost of safety shoes for custodians per year. The employer will pay up to Two hundred dollars ($200) for the cost of safety shoes for maintenance workers 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.

C. MAINTENANCE UNIFORM: The Employer shall reimburse the maintenance employees up to $400 per year for the purchase of approved uniforms to include shirt, pants and sweatshirt/coat. The uniforms shall be approved by central office administration and employees shall be provided reimbursement upon providing receipts for the uniforms purchased. The cost of embroidering shall be the district's responsibility.

Maintenance employees shall be paid a stipend of $200 per year for the cleaning of their uniforms. This stipend shall be paid half in December and half in June.

D. The maintenance employees shall provide their cell phone number to the Board so district administrators can contact maintenance personnel on their personal cell phones. The district shall provide a stipend of $420 to the maintenance employees to be paid half in December and half in June for providing the numbers.

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 or 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) day's 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. The Lead 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.

E. 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.

F. 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.

G. Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, an emergency manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13(3) of Public Act 4 of 2011. If an emergency manager is appointed to the district, that emergency manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify or terminate this agreement is a prohibited subject of bargaining.

H. An employee called in to report to work to complete a task outside of agreed upon shift shall be paid for a minimum of two (2) hours. An employee called in to work on Sunday shall receive double (2) time for all hours worked on that Sunday.

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.

PAY SCALE

CUSTODIAL:

STEP	2026-27	2027-28	2028-29*
A (1 – 4 years)	$17.35	$17.85	$17.85/18.85
B (5 – 8 years)	$18.30	$18.80	$18.80/19.80
C (9 – 12 years)	$20.32	$20.82	$20.82/21.82
D (13 – 15 years)	$20.87	$21.37	$21.37/22.37
E (16+ years)	$21.42	$21.92	$21.92/22.92

MAINTENANCE:

STEP	2026-27	2027-28	2028-29*
Assistant Maintenance			
A (1 – 3 years)	$21.71	$22.21	$22.21/23.21
B (4+ years)	$22.06	$22.56	$22.56/23.56
Lead Maintenance			
A (1 – 3 years)	$22.74	$23.24	$23.24/24.24
B (4+ years)	$23.09	$23.59	$23.59/24.59

*If the district is in a deficit, the group would not et an increase. If the districts adds to fund equity, the group would get a $1.00 raise.

Lead Maintenance will be paid an additional Five-hundred ($500.00) Dollars annually. The Lead Custodians (two (2) in the district) will be paid fifteen-hundred ($1500) annually for performing all duties as described in the Lead Custodian job description.

The Lead 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 Lead Maintenance shall be paid a stipend of

$3,000.00 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. 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.

B. MERIT PAY: Each employee in the group shall be provided with a merit pay stipend of $300 if they receive an overall rating of "highly effective" or "effective" on their annual evaluation. This pay shall be included in their last pay of June of each year.

C. 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 pay 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 – 24 Years	25 Years+ Above
Amount	$175	$225	$300	$400

ARTICLE XXV – TERMINATION AND MODIFICATION

A. This Agreement shall remain in effect from July 1, 2026 through 11:59 p.m. June 30, 2029.

B. No later than April 1, 2029, 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 email or certified mail addressed to: SEIU Local 517M, 836 Centennial Way, Suite 150, Lansing MI 48917, and to the Employer by email or 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, 2026

		YEARS OF SERVICE			
NAME	**SENIORITY DATE**	**YEARS**	**MONTHS**	**POSITION**	**LOCATION**
Kevin Knuth	02/19/2007	19	4/12	Custodian	LFHS
Paul Wendt	01/05/2015	11	5/12	Lead Maintenance	District
Rylee O'Leary	11/16/2020	5	7/12	Custodian	WSES
Kristi Savage	8/9/2021	4	11/12	Custodian	LFMS
Billy Melton	11/22/2022	3	7/12	Assistant Maintenance	District
Katlyn Ferguson	11/18/2024	1	7/12	Custodian	WSES
Ken Sevener	08/04/2025	0	10	Custodian	LFMS
Hope Webster	08/04/2025	0	10	Custodian	THIS
Kyle Brown	08/04/2025	0	10	Custodian	LFMS
Karin Plumb	01/05/2026	0	5	Custodian	LFHS

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
Michael Peraino, President	President
Chris Fletcher, Vice-President	N/A Chairperson of Negotiations Committee
Heidi Howieson, Secretary	Negotiation Committee Member
Shannon Elenbaas, Treasurer	Lamont Williams Business Agent, Local 517M

Dated this 11th day of May, 2026 at Fenton, Michigan