

MASTER AGREEMENT

between

The Board of Education

of

Taylor School District

&

Local 26 M

Division of SEIU Local 517

December 8, 2008 – June 30, 2010

*OFFICIAL COPY*

## Taylor Board of Education

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Bethany Iverson, Superintendent  
James Lakatos, President

## Taylor Board of Education Negotiating Team

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## Local 26 M Division of SEIU Local 517 Negotiating Team

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Lynda Roberts, Chairperson  
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Pamela Lakatos, Member  
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ARTICLE 1  
RECOGNITION

Pursuant to the provisions of the Michigan Public Employee Relations Act, the Board of Education for the Taylor School District hereby recognizes Local 26M - Division of SEIU Local 517M as the sole and exclusive bargaining agent for all non-instructional personnel in the district, whether under contract or on leave, employed or to be employed by the Board, excluding: Directors, Assistant Directors, Coordinators, Unit Supervisors, and Supervisors. The Union shall represent substitutes for the purpose of negotiating wages only.

Local 26M- Division of SEIU Local 517M agrees to exclude from representation five (5) executive secretary positions, also know as "exempts " in the following positions:

1. Secretary to the Superintendent
2. Three secretaries to the Assistant Superintendent for Human Resources and Labor Relations
3. Grant Administration Processing and Internal Audit Secretary.

\* Open exempt positions will be filled at the discretion of the district.

ARTICLE 2  
GOOD FAITH BARGAINING

1. The Board and the Union agree to bargain collectively in an orderly manner and in good faith, all issues presented which constitute lawful subjects of bargaining and to make every effort to reach a decision that is mutually agreeable to all concerned.

2. Negotiations shall be held with the Bargaining Committee of the Union prior to the addition or deletion of work requirements in presently recognized classifications. In the event a new job is established, the Administration will meet, discuss, and seek the advice of the Union Representatives.

ARTICLE 3  
MANAGEMENT RIGHT'S CLAUSE

Board of Education reserves the sole right to administer the operation of the school system, including the day-to-day operation as required; to assure the effective control of personnel; to accomplish appropriate use of the facilities; subject to the collective bargaining agreement, state and federal statutes.

The School District, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, the School Code of 1976, and all other applicable laws, codes and regulations and

any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished herein, are reserved to and remain vested in the School District, including but without limiting the generality of the foregoing, the right:

- A) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any new services, materials or methods of operation;
- B) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies equipment and tools to be purchased;
- C) To determine the number, location and type of facilities and installations;
- D) To determine the size of the work force and increase its size, subject to limitations imposed by this agreement;
- E) To hire and lay off employees;
- F) To direct the work force, assign work and determine the number of employees assigned to operations, subject to limitations imposed by this agreement;
- G) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and the establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining;
- H) To determine lunch, rest periods, and clean-up times;
- I) to discipline and discharge employees for just cause;
- J) Furthermore, the School District, as employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not abrogated in this agreement.

ARTICLE 4  
AGENCY SHOP

It is recognized that because of religious conviction or otherwise, some employees may object to joining any organization engaged in collective bargaining. At the same time, it is also recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all employees who are beneficiaries of such

agreements. To this end, in event an employee shall not join the Union; such employee shall, as a condition of continued employment by the Board, cause to be paid to the Union, a sum equivalent to the dues and assessments of the Union.

Upon the date of initial employment, all employees who are classified as members of this bargaining unit shall either join the Union, pay dues at the first check-off of the month; or pay a service fee equivalent to Union dues at the first check-off of the month. Further, all such employees shall pay the Union initiation fee within one hundred eighty (180) days of initial day of employment. This fee shall be subject to management withholding upon presentation of an initiation fee withholding slip signed by the Union and the employee authorizing the withholding for up to ten (10) pays. This provision shall not impact the probationary period required of new employees under this agreement.

In the event that such sum shall remain unpaid for a period of thirty (30) days following the date the same is due and after 30 days written notice thereof has been given to the employee by the Union, the Board agrees that in order to effectuate the purpose of the Public Employment Relations Act and this Agreement, the services of such employee shall be discontinued.

The refusal of the employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements as herein required is recognized by the parties as reasonable and just cause for termination of employment.

1. Check-Off: The Board herewith agrees to deduct Union Membership Dues and/or Service Fees as provided above. The fees and a list of employees from whom the fees have been deducted, shall be forwarded to the Union office no later than 30 days after such deductions have been made.

a. Union members may select to contribute to the Union COPE fund.

2. Deductions: Deductions for any calendar month shall be remitted to the designated Treasurer of the Union.

3. Legality: In the event that a court of competent jurisdiction, but not lower than the Michigan Supreme Court, shall determine that the foregoing paragraphs are illegal or unenforceable, then such shall be void and of no effect and it shall be eliminated here from or replaced by such language as shall be determined by such court to be legal and enforceable.

4. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency and legal costs which may arise out of, or by reason of, action taken by the Board for the purposes of complying with actions to enforce the terms of this Agency Shop and dues deduction provision.

ARTICLE 5  
LAW-SAVINGS CLAUSE

1. If any provision of this Agreement is or shall at any time be contrary to Law, then such provision shall not be applicable or performed or enforced except to the extent permitted by Law; and the Board of Education and the Union shall immediately negotiate substitute language which conforms to the Law governing said provision.

2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 6  
UNION & EMPLOYEE RIGHTS

1. Pursuant to the Public Employee Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support Local 26M - Division of SEIU Local 517M for the purpose of engaging in collective bargaining and other activities for mutual aid protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not directly or indirectly discourage or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Union or participation in the activities or negotiations of the Union or institution of a complaint or grievance under this Agreement.

2. Nothing contained herein shall be construed to deny or to restrict to any employee, rights they may have under the Michigan General School Laws, or any rights granted to public employees under the law.

3. The Union and its local representatives shall have the right to use school buildings in compliance with the present policies established by the Taylor Board of Education regarding the use of school buildings.

4. The Union shall have the right to post notices of its activities and materials of Union concern within the area provided for use by school personnel. The Union may use the district mail service and mail boxes for communications provided that no person or organization shall place any mail or post any notice that is detrimental to the image of the School District or any individual or do anything to hamper the good relations between the employees and/or employer. Further, the Local 26-M-Division of SEIU Local 517M Union business office, in Taylor, will be a regular stop on the District's inter-school mail route.

5. The Board and/or its representative shall make available to the Union, upon its request, any and all information, statistics and records relevant to negotiations.



6. The Union shall be permitted to appear and be heard as a delegation at any regular Board Meeting.

7. The provisions of the Agreement and the wages, hours, terms of conditions of employment shall be applied in a manner which is not arbitrary or discriminatory and without regard to race, creed, religion, color, national origin, age, marital status, or sex.

8. All members of Local 26M - Division of SEIU Local 517M who are full-time, permanent employees may:

a. Enroll their out-of-district children in the Taylor Schools tuition-free on a space available basis in accordance with legal statute.

b. Enroll their children in Day Care at a reduced rate on a space available basis.

#### ARTICLE 7 SENIORITY OF UNION MEMBERS

1. For recognition of seniority, all non-certified employees of the Taylor School District shall be considered in one of the ten (10) seniority lists, as per Divisions A, B, C, D, G, H, I, J, M, and S and future categories established as the need arises.

2. A seniority list will be drawn up in Divisions A, B, C, D, G, H, I, J, M and S, and shall be composed of all employees in each respective division.

3. No employee may transfer seniority from one division to another. The employee shall carry insurance benefits from previous division for the first forty-five (45) days. After forty-five (45) days, employee will assume the benefits in the division in which he/she is employed.

4. Seniority shall begin with the date of hire in a permanent capacity. Substitutes shall be subject to assignment and advancement at the discretion of management until obtaining a permanent position.

5. Employees transferring from one division to another within Local 26M - Division of SEIU Local 517M bargaining unit shall not lose seniority in the division from which they transferred. Any employee who has lost such seniority in the past shall have it restored.

a. Members transferring from one division to another for purposes of hiring will be given preference according to date of application into new division. Preference shall mean a personal interview with Management.

b. The benefits of transferring employees from a position less than six (6) hours to full-time position will be pro-rated.

6. Substitutes and part-time employees shall be allowed to purchase insurance at their own expense, subject to the terms and conditions established by management.

ARTICLE 8  
NEW AND PROBATIONARY EMPLOYEES

When a new permanent or substitute employee is hired, the Board of Education shall, within five days, furnish the Union Treasurer with that employee's name and location within the district.

All new permanent employees shall be considered probationary employees until they have completed 180 calendar days. New permanent employees who have completed 45 days will be eligible for insurance benefits.

After satisfactory completion of the probationary period, a new permanent employee hired on a ten (10) or (12) month basis shall be employed continuously by the Board and shall not be terminated or demoted except as specified in this Agreement.

The new permanent employee, when he/she has satisfactorily completed his/her probationary periods as specified, will have his/her name added to his/her respective seniority list as of their original date of hire in a permanent position in that division.

ARTICLE 9  
MANDATED STATE AND FEDERAL EXAMINATIONS

The District shall provide all mandated State and Federal examinations and required vaccines to all appropriate bargaining unit members at no cost to the employee.

ARTICLE 10  
UNION OFFICERS RELEASE TIME

The President of the Union shall be allowed six (6) hours per day to attend Union activities at his/her normal rate of pay all year. The remaining two (2) hours shall be assigned by the District to the day shift.

The President shall be granted additional release time to attend union related conferences, conventions, and other meetings important to the union. Advance notice to the District is required.

The President shall seek his/her seniority after leaving office.

The Vice-President of the Union shall be allowed two (2) hours per day to attend Union activities at his/her normal rate of pay all year.

The Vice-President shall seek his/her seniority after leaving office.

Salary and benefits for President and Vice-President shall be commensurate with what his/her seniority and qualifications will carry in his/her respective division.

The Union Executive Board members, Negotiating Committee members, and Union Stewards are to be granted release time to attend to Union business or meetings during working hours, as long as meetings are scheduled so no overtime is necessary and/or no buildings are left unattended at crucial times. The immediate supervisor of said employees will be notified before the meetings. The Union Executive Board, Negotiating Committee, and Union Stewards may also be granted additional release time to attend Union related conferences, conventions, and other meetings important to the Union. The Union must receive advance approval for these meetings.

The Union Negotiating Committee will be granted release time for negotiations and may be granted additional release time for the preparation of negotiations. All negotiations will be held between the hours of 8:00 A.M. and 5:00 P.M., or at other times with mutual agreement.

Officers leaving before the end of the term shall return to a vacancy or to a position occupied by the least senior employee in the division from which the officer vacated. Said employee shall be able to seek seniority at the next job bid.

#### ARTICLE 11 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the local President and the employer by mutual agreement of both parties. Such conferences shall be held between the hours of 9:00 A.M. and 4:00 P. M. Union members shall be paid their regular rate for time spent at special conferences.

#### ARTICLE 12 GUARANTEED EMPLOYMENT

Employment shall be guaranteed to all employees on the following basis:

A. Any full-time employee (6 hours or more) whose services are terminated because of necessary reduction in personnel shall be notified at least thirty (30) working days in advance, in writing, by direction of the Board and shall be reappointed according to seniority and qualification to the first vacancy within his/her division. Any employee laid off within sixty (60) days of a holiday will receive pay for the holiday.

B. Any full-time Division J Teacher Assistant whose services are terminated because of necessary reduction in personnel between the first day of school and the 4th Friday Count shall be notified at least ten (10) working days in advance, in writing, by direction of the Board and shall be reappointed according to seniority and qualifications to the first vacancy within his/her division. Any full-time Division J Teacher Assistant whose services are terminated because of necessary reduction in personnel after 4th Friday and through the remainder of the school year, shall be notified ten (10) working days in advance, in writing, by direction of the Board and shall be reappointed according to seniority and qualifications to the first vacancy within his/her division.

C. Any part-time employee (less than 6 hours) whose services are terminated because of necessary reduction in personnel shall be notified at least ten (10) working days in advance, in writing, by direction of the Board and shall be reappointed according to seniority and qualification to the first vacancy within his/her division.

### ARTICLE 13 PROCEDURE FOR LAYOFF AND RECALL

In the event of a layoff or reduction of personnel, the last employee hired in the affected division shall be the first person released. Any position being refilled shall begin with the most recently released in the affected division. In the event of a layoff or rehiring, in cases where employees have met the qualifications for the position, seniority shall prevail. All layoffs shall be by division.

In the case of a layoff, an employee shall carry seniority equal to his/her length of division-wide service.

1. All employees on layoff status shall maintain such status for a period of the length of their division seniority.

2. All employees on layoff status shall continue to receive their insurance benefits for a period of time equal to two (2) months.

3. Recalled employees on layoff status shall be notified of recall by registered mail at least fourteen (14) days prior to the date of rescheduled reemployment. The fourteen (14) day notice may be waived by mutual agreement. Employees being recalled will be notified by letter at the address recorded at the Central Administration Office. A copy of such notice will be mailed to the Union Office. If the employee fails to respond within fourteen (14) calendar days from the date of receipt of registered mail, the Board will deem it to be a resignation.

4. The severance provisions within this agreement shall be applicable to all employees not recalled within the time limit of Number 1 above. If there is a 100% recall after a mass layoff, all employees on layoff shall be recalled to their former positions, if available.

5. Reductions/layoffs in Local 26M - Division of SEIU Local 517M shall not occur as a result of language in other Taylor School District bargaining unit contracts.

ARTICLE 14  
RECALLED EMPLOYEES

Any laid off employee working as a substitute in his/her respective division shall be allowed to use accumulated sick days if scheduled to work a short/long-term leave. The employee will be eligible to use accumulated sick days after completing five (5) working days in the same assignment.

ARTICLE 15  
RESIGNATION/SEVERANCE

No employee on continuing employment shall discontinue his/her services with the Board (except by mutual consent) without giving a written notice to the Board at least ten (10) working days before the termination of services.

Any employee who leaves the employment of the Taylor School District because of voluntary resignation, death, or dismissal will be entitled to severance pay under the following schedule:

1. Severance pay of 100% of accumulated sick days shall be allowed to personnel leaving the system after twenty (20) years of service in the district.

2. Severance pay of 100% of accumulated sick days shall be allowed for personnel leaving the system who are disabled or retire according to Michigan Retirement Policy, including disability retirement.

3. Severance pay of fifty (50%) percent of accumulated sick days shall be allowed for personnel leaving the system for any reason after ten (10) years service in the district.

4. Severance pay of 100% of accumulated sick days shall be paid in the event of the death of an employee.

5. In the event of death of an employee entitled to severance pay in the amount under the schedule shall be payable to the deceased employee's widow, surviving husband or estate.

6. Any employee who leaves the employment of the Taylor School District because of voluntary resignation, death, layoff or discharge will be entitled to payment of any unused vacation days at his/her regular rate of pay. To qualify:

a. Said employee must have worked one (1) school year based on September 9th of one year through June 30th of the following year.

b. The rate of vacation days for employees leaving the system will be as follows:

If the employee has less than five (5) years seniority, the days shall be pro-rated at 1/12 times ten (10) vacation days at his/her regular rate of pay starting as of July 1st.

Employees with five (5) or more years seniority, said employee must work six (6) months or more from July 1st, it shall be 1/12 times ten (10) vacation days plus whatever employee would have in the vacation bank.

c. Employees with five (5) or more years of seniority, upon leaving the system will qualify for one-twelfth (1/12) per month of the entitled vacation days.

7. In case of death, payment of vacation days shall be made to the employee's widow, surviving husband, or estate.

8. Sick days, for the purpose of severance pay, shall be capped at the number of days in employee's bank as of 06/30/85. These employees shall have the right to maintain a minimum of sixty (60) days in their bank.

9. Payment of severance payout will be capped at the individual's hourly rate or 8% adjustment to the 1989-90 salary schedule, whichever is greater, effective July 1, 1990. Employees hired subsequent to July 1, 1990 and prior to ratification to this agreement, shall have their hourly rate calculated at the same formula as those hired prior to July 1, 1990. Employees hired subsequent to the date of ratification of this agreement shall have the value of their daily rate for severance day(s) capped at fifty (50) dollars for an eight (8) hour day. Employees working less than an eight (8) hour day shall have their daily rate pro-rated accordingly.

#### ARTICLE 16 RETIREMENT

1. The Taylor Board of Education shall provide a paid retirement system for eligible employees in accordance with the rules and regulations set forth by the State of Michigan up to a maximum of 20%. Should the rates ever exceed 20%, the individual members shall be charged the difference.

2. Any member of Local 26M - Division of SEIU Local 517M who is eligible for Retirement under the Michigan Public Employee's Retirement System shall have fifty per cent (50%) of his/her Armed Forces service time purchased by the school district, upon request, at the time the employee becomes eligible for Retirement under the Rules and Regulations of the Michigan Public Employees' Retirement System. This provision shall not apply to employees made permanent after March 31, 1994.

ARTICLE 17  
PERSONNEL FILES

No material derogatory to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless the employee is given the opportunity to first read such material. The employee shall acknowledge that reading of this material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read, and does not necessarily indicate agreement with the contents.

1. The employee, upon written request, shall be permitted to have a true copy of the contents of his/her personnel file at employee's expense.

2. The employee shall have the right to answer any material filed, and the answer shall be attached to the file copy.

3. The employer agrees to fully comply with all of the provisions of the "Bullard-Plawecki Employee Right to Know Act" found in Act No. 397 of the Public Acts of 1979.

ARTICLE 18  
EXPLORATORY INTERVIEWS/DISCIPLINARY ACTION

Exploratory Interviews:

Any employee being called into conference by any Administrator for an exploratory interview which might result in disciplinary action of less than three (3) days suspension shall be so notified of this possibility in writing and shall receive a written copy of the alleged charges not less than one (1) working day prior to such an interview. Union officials shall also receive written notification of the interview and a written copy of the alleged charges subject to the time requirements. Any employee being called in for an exploratory interview which could result in a disciplinary suspension of three (3) days or more shall be deemed to have waived the one (1) day waiting period specified herein.

Exploratory interview's conducted during non work hours for the employee shall not result in pay for said employee.

The employee shall have the right to appear with two (2) of the following officials: Union President, Vice-President, or the Union President's designee. Present at the interview will be the employee, two (2) Union Officials, the employer representative and the immediate supervisor. At the start of the interview the employee and union shall be provided with a written copy of the alleged charges, if a written copy of the alleged charges has not been previously provided to the employee and the Union.

Disciplinary action may only be taken for reasonable and just cause.

Any disciplinary action taken may be removed from his/her personnel file after two (2) years where not in conflict with state or federal statute as requested by said employee.

ARTICLE 19  
PROCEDURE FOR DISCHARGE AND DEMOTION

1. Employees covered by this agreement may be disciplined, demoted, or discharged for reasonable and just cause.

2. In certain instances, the Assistant Superintendent for Support Service may suspend an employee immediately from work without pay pending an investigation of the matter and the issuance of written charges by the Superintendent, or his/her designee. These instances shall be when an employee's continued employment poses a threat to the health and welfare of the School District, its employees or students. In the event that the Superintendent, or his/her designee does not issue charges, within fifteen (15) working days of suspension, the employee will be reinstated with back pay for all time lost. The fifteen (15) working days may be waived by mutual agreement.

3. Upon the issuance of written charges, the Superintendent, or his/her designee, at the option (upon written request) of the employee, shall provide for a hearing to take place not less than ten (10) days nor more than thirty (30) days after the filing of such charges.

4. The hearing shall be conducted in accordance with the following provisions:

a. The hearing shall be public or private at the option of the affected employee. The employee will be accompanied by Union representation.

b. No action shall be taken resulting in the final demotion or discharge of an employee except by a majority of the members of the Board.

c. Both the employee and the person filing charges may be represented by Counsel.



d. Any hearing held for dismissal or the demotion of any employee as provided in this agreement must be concluded by a decision, in writing, with copies to the employee and the Union within twenty (20) days after the termination of the hearing.

5. Any employee aggrieved by the actions of the employer shall have the right to appeal the action through the contractual grievance procedure as set forth in Article 20.

**ARTICLE 20**  
**GRIEVANCE PROCEDURE**

A grievance shall mean a complaint by an employee in the bargaining unit, (1) that there has been a violation, misinterpretation, or inequitable application of any provisions of this Agreement; or (2) that said employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy governing or affecting employees; except that the term "grievance" shall not apply to any matter in which, (1) a method of review is prescribed by law, or (2) the Board of Education is without authority to act. Individual grievances shall be handled as follows:

1. Each division shall have divisional stewards, appointed by the Union.
2. An employee with a problem may first discuss the matter with his/her immediate superior in the building directly or accompanied by the Union divisional steward with the objective of resolving the matter informally.
3. In the event the matter is not settled informally, the aggrieved employee shall present his/her grievance in writing, five (5) copies of which shall be given to the divisional steward. Grievance shall be completed in detail.

a. Copies shall be given to the immediate superior or the unit involved:

<u>First Step</u>	
<u>Division</u>	<u>Immediate Supervisor</u>
A. Transportation	Director of Transportation Services
A Maintenance/all others	Director of Facilities and Operations
B Bus Monitors	Director of Transportation Services
C Cooks	Director of Food Service
D Part-time Drivers	Director of Transportation Services
G Elementary & Secondary	
Library Media Aides	Director of Media Services & Technology
H Crossing Guards	Principal
I Lunch Monitors	Principal
J Teacher Assistant	Principal
M Technicians/Clerks	Director of Media Services & Technology
S Secretaries	Principal, Administration

- b. Immediate supervisor shall issue his/her decision, in writing, copies of which shall be delivered to the aggrieved employee, the Union Grievance Committee and the President of the Union within five (5) working days.
4. If the grievance cannot be resolved within five (5) working days the matter shall automatically move to the next step.
  - a. Copies shall be given to the Personnel Administrator.
  - b. Within ten (10) working days of such presentation, the Personnel Administrator shall issue his/her decision in writing, copies of which shall be delivered to the aggrieved employee, the Union Grievance Committee and the President of the Union.
5. If the Union is dissatisfied with the decision of the Personnel Administrator, the Union only, may, within thirty (30) working days after receipt of the decision:
  - a. Submit any grievance under this agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties.
  - b. The arbitrator shall have no power to add to, subtract from, or modify the collective bargaining agreement.
6. All time periods in number of days referred to in the grievance procedure shall mean school working days. An extension of five (5) days shall be allowed to any step in the grievance procedure by mutual agreement between the Union and the school administration following an expression by written communication as to why an extension is requested.
7. If the grievance is not resolved or if any required action is not performed within the time limit specified, the grievance shall automatically move to the next level.
8. Any grievance filed by a member of the bargaining unit shall be filed within twenty (20) working days of the alleged violation.
9. The Union shall have the right to file a grievance in its own name subject to the same time requirement governing individual grievances and shall be entitled to appeal from any decision at any level of the grievance procedure in its own name without the consent of the aggrieved member.
10. At any level of the grievance procedure, the Union or Management may request aggrieved employee to be present at the meeting to further discuss the matter.

11. Economic Issues - No grievance concerning wages or any other economic benefit will be considered for a period more than one hundred eighty (180) calendar days prior to the filing of the written grievance in accordance with the procedure set forth herein. No claim against an employee concerning wages or other economic benefits will be considered for a period of more than one hundred eighty (180) calendar days after notification to the employee of the benefits gained by the employee.

ARTICLE 21  
SUBSTITUTE EMPLOYEES

1. There shall be substitute employees in each of the Divisions limited to duties as assigned within the Taylor School District.

2. Substitute employees shall be scheduled for daily assignments (the filling of day to day absences, vacations, short-term leaves, temporary assignments, and as additional help) and placed in a permanent assignment as determined by the District; date of hire shall not be a factor with respect to daily assignments or achieving permanent status. Substitute employees shall not cross Divisions.

3. All substitutes shall be eligible to fill all vacant or temporary assignments if qualified in their respective divisions, provided however, that substitute employees shall not be used to displace or reduce regularly scheduled hours of permanent employees. Substitutes shall not be used in the following classifications: Utility, Mechanic, Mechanic's Helper, Parts Clerk, Dispatcher, Warehouse, Frozen Food, Mail Carrier, Satellite Manager, Satellite Supervisor and Head Cook.

4. Substitutes employees will not be permitted to work during the summer recess until after all ten (10) month employees in that Division that want to work have been offered an assignment.

5. Local 26M - Division of SEIU Local 517M shall have only the right to bargain wages for substitutes.

6. The District shall provide training for substitute employees.

7. Substitutes shall have no fringe benefits and shall be governed by the terms of this agreement specifically relating to them.

ARTICLE 22  
BIDDING AND BUMPING RIGHTS

**SECTION I**

Mass Job Bids:

The District agrees to hold two (2) mass job bids per school year, at the beginning of each semester, in Divisions A and B, three (3) mass job bids for Division C at mutually agreed upon dates, and one (1) mass job bid for Divisions G, H, I, J, M, and S. A minimum of four (4) vacancies in a division is required in order to conduct a mass job bid.

For Division I, only positions of four (4) hours or greater shall be bid. All other positions shall be assigned by seniority by the building principal. Vacancies at the building level shall be filled at the discretion of the District. Employees maintaining less than a four (4) hour position may request transfers to other buildings through the personnel office.

The posting for the job bids shall include only available positions, including newly created positions. Each posted position shall include the following:

1. Qualifications
2. Duties and responsibilities
3. Department and director
4. Location of position and shift
5. Rate of pay
6. Other pertinent information

Positions may become available under the following situations:

1. Creation for a new job
2. Elimination of a job
3. Termination of employment
4. An employee on a leave of absence for more than one (1) year
5. An employee on Worker's Compensation for more than one (1) year
6. A significant change in hours, and/or working conditions\*
7. Upgrades in base wage of one dollar (\$1.00) or more.      Across the board raises shall not be bid.

\* A committee comprised of both parties, Union and Management, shall meet to review and determine if such changes necessitate a job bid or bump.

An employee shall be able to seek his/her seniority level within his/her division when any of the follow conditions occur:

1. Elimination of a job
2. Change in wages of one dollar (\$1.00) or more
3. A significant change in qualifications, duties, and/or responsibilities\*
4. Change of location of position and/or shift
5. An employee returning from Worker's Compensation, if his/her last position had been bid

\* A committee comprised of both parties, Union and Management, shall meet to review and determine if such changes necessitate a job bid or bump.

All positions shall be filled based on seniority as well as qualifications and competence to perform the work. Upon the question of qualifications, the Taylor School District shall retain the exclusive right to determine competence or incompetence of any applicant. If two (2) or more applicants are judged to have similar qualifications, then seniority shall be the governing factor.

## **SECTION II**

### **Write-In Job Bids:**

Write-In job bids may be held between mass job bids, unless four (4) or more openings occur in a Division. All vacancies in a Division (except as noted in I and D) shall be filled by the following procedure:

All employees have the right to apply for jobs in their respective Division. When there is an opening as defined in Section I of this Article, such positions shall be posted in each building for at least three (3) working days, with a copy furnished to the Union President. All Divisional employees shall have the right to apply for the positions. Position postings shall contain the following information:

1. Qualifications
2. Duties and responsibilities
3. Department and Director
4. Location of position and shift
5. Starting rate
6. Any other pertinent information relating to the position

Employees shall, if interested, fill out an appropriate form in the Personnel Office or Principal's or Director's office at their individual buildings. When there is an opening for a promotion or a vacancy, preference shall be given to seniority as well as qualifications and

competence to perform the work. Upon the questions of qualifications, the Taylor School District shall retain the exclusive right to determine competence or incompetence of any applicant. If two or more employees are judged to have similar qualifications, then seniority shall be the governing factor.

The parties shall meet and review all postings prior to a bid.

Write-In bids shall not be used for the purpose of seeking seniority.

### **SECTION III**

#### **General Provisions:**

1. The probationary period (for new job assignment only) shall be up to ninety (90) working days.

2. Across the board raises shall not be bid.

3. Upgrades during the term of this agreement shall be defined as full-time positions receiving a raise in excess of one dollar (\$1.00) per hour of base wage and shall be bid.

4. Upgrades through contract negotiations shall be defined as full-time positions receiving a raise in excess of one dollar (\$1.00) per hour of base wage (over and above the across the board raise) and shall be bid.

5. When an employee is transferred or accepts work in a Division other than his/her own, his/her seniority in the new Division commences from the date of his/her employment in that Division, except for sick leave and vacation entitlement.

6. An employee transferred or accepting work in another Division shall retain seniority in his/her former Division for purposes of layoff and recall.

7. An employee failing to qualify for such opening shall be permitted to return to an open position in his/her former Division. In the event an open position is not available, an employee returning to his/her former Division shall be entitled to bump the least senior employee for which she/he qualifies in his/her former Division. Employee will be able to seek seniority at the next job bid. Employee shall not be paid less than his/her previous position until after securing a job at the next job bid. Division C will have a job bid prior to the next pay period.

8. When there is an opening for a promotion, or a new job is established, or a permanent vacancy occurs, such positions shall be filled within thirty (30) days. When an employee is on leave of absence or Worker's Compensation for more than one (1) year, such positions shall be posted for at least three (3) working days, with a copy furnished to the Union, and filled in a timely manner.

## SECTION IV

### Procedure for Mass Job Bids:

1. The District will run all job bids.
2. The District will bid all full time (eight (8) hours) open positions. Open positions will include positions available due to an employee leaving a position through resignation or termination, a newly created position, a position vacated as the result of a bid or a position where the employee has been on leave for more than one (1) year.
3. The District will provide a list of such positions with qualifications before each job bid.
4. The bidding will start with the most senior employee and continue through the least senior employee.
5. Any employee may bid on any open position, and will be awarded the position, provided he or she meets the qualifications for the position.
6. Any employee displaced from a position because of a job change (i.e., change of wages, hours, or working conditions) will have the right to seek his or her seniority.
7. Any employee seeking his or her seniority will have the right to bid an open position or bump a lower seniority employee from his or her position, providing he or she meets the qualifications necessary for that position.
8. If a displaced or bumped employee is not present or has not provided a proxy for the job bid, he or she will be placed in an open position at the end of the job bid. Should the placed employee not qualify for the open position, then he/she shall be placed in a position of the least senior employee for which he/she qualifies.
9. The District will not change the qualifications for any position within thirty (30) days of a job bid. The new qualifications must be posted at the time of the change with the date the new qualifications will take place.
10. Employees returning from a leave of absence of one (1) year or longer shall first bid an open position. In the event an open position is not available, an employee returning from a leave of absence shall be entitled to bump the least senior employee within his/her respective division. Employees exercising their rights under this section must possess the qualifications for the job.

11. In the bidding procedure, a job shall be awarded to the bidder with the highest divisional seniority providing he/she meets the qualifications necessary for that position. For each position in the bargaining unit, the Board shall provide a job description that defines the qualifications required for that position. Such qualifications shall be reasonable and job related. Such qualifications shall be subject to challenge by the Union through the grievance procedure. If a prospective bidder is rejected as failing to meet the above qualifications, said rejection shall be subject to the grievance procedure.

12. "Proxy" slips will be made available to all employees who have prior knowledge that they will be absent from the posted mass job bid. The "proxy" slip shall authorize another named employee to bid/bump on behalf of the absent employee. The slip is to be signed and dated in longhand by the authorizing absent employee. It must be presented to the person or persons authorized to conduct the job bid before the holder may exercise the "proxy". A "proxy" slip is the sole and exclusive method by which an absent employee may exercise his/her procedural rights at a job bid.

13. In the event an employee is bumped from his/her permanent position and the employee who bumped him/her from that position bids another job in the course of that same proceeding, the employee who was originally bumped shall revert to the original position from which he/she was displaced.

14. Once the mass job bid/bump has been concluded, all positions shall be filled no later than the first day of the new pay period.

15. An employee promoted to another classification shall undergo a trial period not to exceed ninety (90) working days.

## ARTICLE 23 TEMPORARY BIDDING

Only positions listed in the Divisions below that are vacant as the result of absence for in excess of thirty (30) days shall be temporarily bid. Temporary bidders shall maintain permanent job benefit levels and shall not enjoy an increase in benefits during this temporary assignment. Temporary bidders shall enjoy the higher rate of pay.

### Division A

Head Mechanic, Utility, Dispatcher, Warehouse, Mechanic, Mail Carrier, Parts Clerk, Food Carrier and Day Maintenance, Frozen Foods, Mechanic's Helper, Utility Parts Runner, and PRC Repair Technician.



Division B

Positions scheduled to work four (4) hours a day or more.

Division C

Head Cook, Base Head Cook, Base Satellite Cook, and positions of four (4) hours or more.

Division S

Level I

Positions postings or temporary vacancies shall contain the following information:

1. Qualifications
2. Duties and responsibilities
3. Department and Director
4. Location of position and shift
5. Starting rate
6. The duration of the temporary opening
7. Any other pertinent information relating to the position

Employees shall, if interested, fill out an appropriate form in the Personnel Office or the Principal's or Director's office at their individual buildings. When there is an opening for a promotion or a vacancy, preference shall be given to seniority as well as qualifications and competence to perform the work. Upon the questions of qualifications, the Taylor School District shall retain the exclusive right to determine competence or incompetence of any applicant. If two or more employees are judged to have similar qualifications, then seniority shall be the governing factor.

Employees bidding must possess the qualifications for the position.

Employees awarded temporarily a vacancy shall be subject to a new position probationary period of up to ninety (90) working days.

Employees awarded a temporary vacancy shall remain in that position for the duration of the vacancy.

The position held by the employee successful on the temporary job bid will be filled with a substitute.

ARTICLE 24  
BIDDING & BUMPING RIGHTS BETWEEN  
LOCAL 26M - Division of SEIU Local 517M AND 8840

Employment shall be guaranteed to all employees on the following basis:

Any employee, whose services are terminated because of necessary reduction of personnel, shall be notified at least thirty (30) working days in advance, in writing, by the direction of the Board.

1. Members of 8840 shall have their seniority in Division A of Local 26M - Division of SEIU Local 517M frozen as of the date of July 1, 1986. Any member of Division A of Local 26M - Division of SEIU Local 517M who bids into a position in 8840 after the July 1, 1986 date, shall have his/her seniority frozen as of the date of the job bid at which he/she bids into 8840.

2. In the event of a reduction of force in 8840, a member shall be returned to an open position in Division A of Local 26M - Division of SEIU Local 517M. If no open position is available, he/she will work in classification of least senior employee in Division A with no reduction in Local 26M - Division of SEIU Local 517M bargaining unit. At the next job bid, he/she may bid an open position with frozen Local 26M - Division of SEIU Local 517M, Division A seniority.

3. Open positions in 8840 will be filled by Division A members.

ARTICLE 25  
CREATING NEW JOBS

Before any part-time positions are created or additional part-time employees are hired, the Administration shall consult with Union Officers to determine the possibilities of creating a permanent, full-time position instead.

Newly created temporary positions shall be bid permanent after twelve (12) months.

ARTICLE 26  
PROMOTION OF EMPLOYEES

1. The Board shall fill vacancies and all new positions within the bargaining unit by promotion from within the ranks of the present employees, provided present employees have the necessary qualifications. Should qualifications be determined to be equal, then seniority shall prevail.

ARTICLE 27  
REPORTING OF ABSENCES

1. All employees shall be required to report their absences not less than one (1) hour prior to their scheduled work shift for morning employees, and not less than two (2) hours prior to the scheduled work shift for afternoon employees.

A telephone answering system will be used in the Transportation Department and in the Utility Department which will allow the employees to report absences during non-working hours. Midnight employees will report their absences to their Building Supervisor not less than two (2) hours prior to their scheduled work shift. Failure to report absences as prescribed shall result in such discipline as shall be reasonable under the circumstances.

2. Any employee absent from his/her scheduled work shift for five (5) consecutive working days will be subject to discharge unless there is reasonable cause for failure to report.

3. Split employees working in Transportation and Maintenance shall notify each department of absence. Transportation employees report their absences to Transportation Department and Maintenance employees report their absences to Utility Department.

ARTICLE 28  
ACT OF GOD

On any "Act of God" day, as so declared by the Superintendent of Schools or his/her authorized agent, any non-certified employee that reports to their work station or position shall receive compensatory time equal to the actual time worked during that period.

The employee shall be allowed to take this time when school is not in session. Any or all personnel required to maintain essential service shall also receive said compensatory time at a time when school is not in session.

Substitutes who have not been assigned to a position prior to and scheduled to work thru an Act of God day (s) shall not enjoy the benefit of this Article.

Division "C" shall be allowed compensatory time when the lunch count is down. Any employee who does not report to work shall receive full pay. Comp time, verified by the Director of Food Service, is reimbursable for additional pay for hours worked.

ARTICLE 29  
BEREAVEMENT DAYS

Five (5) days bereavement shall be allowed for death in the immediate family as outlined below. These days are not to be deducted from the sick bank. Verification may be requested by Management.

Death in immediate family shall include:

Father, mother, brother, sister, child, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-relatives as limited above, foster parents, grandparents, spouse's grandparents, grandchildren, legal guardian, wards of the Court and dependents prescribed by I. R. S. for tax purposes.

Christmas/Easter Holiday:

If death occurs with more than five (5) days remaining in the Christmas/Easter holiday, the employee shall not be entitled to any bereavement days. If death occurs with less than five (5) days remaining in the Christmas/Easter holiday, the employee shall be entitled to five (5) days less the number of remaining days.

Death During Vacation:

If death occurs during a scheduled vacation, the vacation shall automatically cease and bereavement days shall be used. The remaining vacation days shall be rescheduled at a later date.

Ten-Month Employee:

If a death occurs in the immediate family of a ten-month employee during the summer break with more than five (5) days remaining in the break, the employee shall not be entitled to any bereavement days. If the death occurs in the immediate family of a ten-month employee during the summer break with less than five (5) days remaining in the break, the employee shall be entitled to five (5) days less the number of remaining days.

ARTICLE 30  
HOLIDAYS

1. The following paid holidays will be observed for the school year:

All twelve (12) month employees	22 Holidays Includes Friday prior to Labor Day
All Division G and S, ten (10) month employees with more than five (5) hours	21 Holidays Includes Friday prior to Labor Day

All other ten (10) month employees with more than five (5) hours

20 Holidays  
Includes Friday prior to Labor Day

All ten (10) month employees with five (5) or less hours

5 Holidays

\* Employees currently receiving five (5) holidays shall receive one (1) additional paid holiday when the District starts school prior to Labor Day.

\* Employees who work more than five (5) hours will be permitted to work the Friday prior to the Memorial Day weekend.

\* Division I employees hired after November 14, 1985, do not receive this benefit.

\* All ten (10) month employees covered by this agreement hired after April 1, 1994, who work five (5) hours or less, shall not receive holidays, until they have secured a permanent job of more than five (5) hours.

2. All buildings are scheduled for a five-day week except junior high schools, senior high schools and the Board of Education offices which require swing shift arrangements. When these swing shift employees are required to work holidays (holidays as spelled out in the contract) an employee will receive double time or an extra day off to compensate for working the holiday. This applies to Division A employees only.

3. Any employee required to work on a holiday will receive pay for the holiday plus double time for working.

4. Holiday pay shall not be denied any employee because of absence due to vacation or sickness within thirty (30) days prior to the week on which a holiday occurs.

5. Holiday pay will not be granted if the employee does not work his/her last scheduled full day before a holiday or the first full scheduled day after a holiday. Exceptions to this provision may be made by mutual consent.

6. Holiday pay will not be granted to an employee on leave of absence in excess of thirty (30) days prior to a holiday.

ARTICLE 31  
JURY DUTY

Any employee called to Jury Duty shall be compensated the difference between jury duty pay and his/her regular pay. The Employee shall pay the District the Jury Duty fee minus any mileage, and shall then receive his/her regular pay.

ARTICLE 32  
PERSONAL BUSINESS DAYS

Five (5) personal business days per contract year shall be allowed employees in Division A, B, C, D, G, H, I, J, M and S working more than five (5) hours per day, without question. No more than 50% of employees in each division may be absent from their buildings at the same time for personal business. Personal Business days must be taken in not less than one quarter-(1/4) day increments. Unused personal business days will be transferred into sick days the following year. (Division I employees hired after November 14, 1985 do not qualify for this benefit).

Any personal business days taken from the period of November 15 through November 30, or for the period of five (5) days prior to or the five (5) days subsequent to the Winter and/or Spring recess must receive prior approval of the District. Exceptions to this provision may be made in emergency situations.

Non-certified personnel may use banked personal business days, at the option of the employee, to supplement non-scheduled workdays during the Winter Break Period.

ARTICLE 33  
SICK DAYS

1. All twelve (12) month employees shall be allowed eleven (11) sick days per year. All ten (10) month employees, working more than five (5) hours per day, shall be allowed nine (9) sick days per year.

2. Sick days shall be accumulated for all purpose without limit. Sick days must be taken in not less than one quarter (1/4) increments. Sick leave days shall be allowed for the following occurrences:

- a. Personal illness
- b. Death in immediate family  
(See bereavement language)

- c. Quarantine or exposure to contagious disease which may endanger the health of school pupils or other employees
- d. Illness in the immediate family

3. Employees who work five (5) hours or less per day shall be allowed five (5) days/personal business days per year. Sick days shall be accumulated for all purposes without limit.

Sick leave days shall be allowed for the following occurrences:

- a. Personal illness
- b. Death in immediate family  
(See bereavement language)
- c. Quarantine or exposure to contagious disease which may endanger the health of school pupils or other employees
- d. Illness in the immediate family
- e. Personal business (See personal business language)

4. Employees hired after April 1, 1994, who work five (5) hours or less shall not receive sick days until they have secured a permanent job of more than five (5) hours (except for **Division I** employees hired after November 14, 1985, who do not receive this benefit.)

5. When an employee transfers between divisions, sick leave will be transferred to the new division on an hour for hour basis.

#### ARTICLE 34 ATTENDANCE POLICY

##### I. PURPOSE

To create a uniform policy for employees who are absent without an approved leave. Employees are encouraged to discuss absence related issues (at the onset) with their immediate supervisor, because there may be other more appropriate avenues under other terms in this contract or in accordance with state and/or federal statutes limiting or eliminating a violation of this Article.

This Article is not intended or created for the sole purpose of terminating undesirable employees. Determinations may be conducted on a case-by-case basis designed to rehabilitate

the employee and make him/her aware of his/her shortcomings. However it is designed and intended for employees who exhibit habitual absenteeism. Factors to be considered in determining if there is a need for progressive discipline or whether habitual absenteeism exist include, but may not be limited to:

- The employees entire attendance history and prior discipline related to absences; and
- Exhausting accrued benefit time resulting in a pay dock situation(s).

## II. SCOPE

This policy and procedure established herein shall apply to all hourly employees of the Taylor School District represented by SEIU, Local 26M - Division of SEIU Local 517M.

## III. POLICY

Violation of this Article is cause for discipline. The principal reason for a progressive disciplinary program is to administer control over those employees who display habitual absenteeism. Exploratory interviews are to evaluate 1) the factual basis for the absences; 2) supporting documentation from the employee; and 3) determine whether discipline is warranted. For employees in pay dock, the Director has discretion, absence of abuse, regarding the convening of an exploratory interview. However, the Director in accordance with directives from HR/LR will maintain a detailed and up to date record with rationale for not conducting an exploratory on any employee in a pay dock situation. Such record will be submitted to HR/LR as requested.

## IV. PROCEDURE & PROGRESSIVE DISCIPLINE

Any meeting held with an employee regarding an allegation of violating this Article will be held in accordance with Article 18 of this agreement. An exploratory interview will normally be conducted with an employee upon violation of this Article during any consecutive six (6) month period. These interviews will be held on said employees twice per year or more frequent if deemed necessary.

If an employee has been determined to be in violation of this Article, the follow schedule will be applied:

1st	Infraction	Written Record of a Verbal Warning
2nd	Infraction	Written Warning
3rd	Infraction	1-3 Day Suspension
4th	Infraction	3-7 Day Suspension
5th	Infraction	7-15 Day Suspension & placed on Last Chance Agreement

The Director or Supervisor shall obtain approval from HR/LR prior to exercising any



disciplinary action involving suspension or placing an employee on a Last Chance Agreement.

ARTICLE 35  
SICK DAY PAY-OFF PROVISIONS

Members of the bargaining unit who can maintain fifty (50) sick leave days in their personal sick bank and who do not use more than one (1) day of the yearly allotted total, either on Monday or Friday, or during the two weeks before Christmas may be permitted to cash in fifty (50%) percent of their unused yearly allotment of sick and personal days. Those maintaining a bank of 25-49 days may cash in twenty-five percent (25%) of their unused yearly allotment of sick and personal business days. Sick day pay-off shall not be denied any employee because of absence due to personal business.

A \$25,000 line item will be established for the Sick Day Pay-Off Provision each year. If the justifiable requests total in excess of the established amount, then the amount will be divided equitably among those that qualify.

A four-member committee comprised of two (2) Union Officials and two (2) Administrators, will administer the program.

ARTICLE 36  
VACATIONS

1. All full-time twelve (12) month employees, Divisions A, M and S, shall be entitled to vacation with full pay according to the following schedule. Vacation days must be pre-approved by the immediate supervisor and the appropriate Coordinator or Director.

After 1 year	5 Days
After 2 years	10 Days
After 5 years	15 Days
After 10 years	20 Days
After 15 years	25 Days

2. All full-time ten (10) month employees, Divisions S hired before April 1, 1994, shall be entitled to vacation with full pay according to the following schedule. The timing to be worked out with their immediate Supervisor:

After 6 years	2-1/2 Days
After 11 years	5 Days

3. The effective date for figuring vacations is to be the employee's permanent date of hire in that Division.

4. All employees hired before November 14, 1986, shall have vacation days loaded on July 1st. All employees hired after November 14, 1986, shall have vacation days loaded on their anniversary date. Division M and S employees hired after April 1, 1994, shall not receive vacation days unless they are working a twelve (12) month job more than five (5) hours per day. All new hires subsequent to ratification of this agreement shall have vacation days loaded on July 1, the year following their hire, on a pro-rated basis if they have not worked one (1) full year.

5. Vacation days are not to be accumulated from year to year.

6. Vacation days may be used at any time of the year, subject to prior district approval.

ARTICLE 37  
EMERGENCY LEAVE

Emergency leave, without pay, not to exceed thirty (30) days, may be granted by mutual consent of Administration and the Union.

ARTICLE 38  
GENERAL LEAVE

Employees with five (5) or more years of service with the Employer shall be granted an unpaid leave upon request for one (1) year.

Such leave shall not be granted more often than once every five (5) years of service. Employees who use this leave shall not accrue seniority for that year. No more than two (2%) percent of the employees in any division will be allowed a General Leave each year.

This leave will be for one (1) full year and no employee will be able to come back before the year is up.

ARTICLE 39  
GOVERNMENTAL/UNION SERVICE LEAVE

Upon notification to the Superintendent, an employee shall be allowed to serve the terms of office to which said employee is elected, re-elected, appointed or re-appointed at any level of Government or Union Service. The employee shall notify the Superintendent upon being selected for such office and in no case will the employee take leave of his/her job unless at least fifteen (15) working days will have been provided to locate a replacement.

1. The employee taking such a Governmental/Union Leave shall retain and hold only that level of seniority attained prior to approval of said unpaid leave.

2. The position vacated by an employee on Governmental/Union Leave shall be permanently filled if such leave is granted for one (1) year or longer.

3. Accumulated leave days shall be carried forward from the effective date of the Governmental/Union Leave of Absence and shall be credited upon return to employment at the termination of said Governmental/Union Leave. Payment for sick and personal leave days shall not be granted during the terms of Governmental/Union Leave; nor shall such leave days accumulate during the employee's absence from the district, nor shall any other benefits stipulated elsewhere in this agreement be credited.

4. A Governmental/Union Leave of Absence may be extended upon the approval of the Superintendent.

5. Notification of the employee's return or request for extension of leave shall be made in writing, by registered mail to the Superintendent, no later than thirty (30) calendar days prior to availability for re-employment.

6. Failure to request extension or to submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute cause for termination of employment, unless employee establishes that it was impossible to contact the Superintendent.

7. Upon the employee's return to the school district after Governmental/Union Leave, he/she may fill an existing vacancy in his/her division, only if such vacancy is not available, the lowest seniority employee in the returnee's division shall be laid off; provided however, that the returnee is not the lowest seniority employee in said division. If such is the case, the returnee shall be governed by the layoff provisions of this contract.

#### ARTICLE 40 MILITARY LEAVE

Leaves for active military service or reserve training will be granted in accordance with applicable law. In addition the following shall apply:

1. For a maximum of thirty (30) calendar days, the School District will compensate an employee the difference between his/her military pay and his/her regular, straight-time School District pay in the event that the employee serves active military duty or engages in mandatory military training time. The provisions of the preceding sentence shall not apply to (a) situations in which the employee volunteers for active military duty or military training time, or (b) any time in excess of thirty (30) days in which the employee serves active military training time.

2. In order for an eligible employee to obtain the compensation set forth in Paragraph 1 above, the employee must submit to the School District's Payroll Department, upon his/her return from Military Leave, a "Leave and Earning Statement." Only the base/Basic Salary figure itemized on the Statement will be utilized for calculation of the pay differential.

3. For employees who are eligible for compensation set forth Paragraph 1 above, the School District will continue to provide an employee's medical insurance while he/she is on Military Leave for a period of ninety (90) calendar days after commencement of the Military Leave. This insurance will be provided on the same terms and conditions as prior to the Military Leave.

#### ARTICLE 41 PARENTAL LEAVE

An unpaid parental leave shall be granted for the purpose of rearing a child. Such leaves shall be granted to either parent, including adoptive parent, and may be renewed annually upon request to the Superintendent's office to a maximum of three (3) years.

If the employee is on a medical disability leave, the parental leave shall be requested within two (2) months after the birth of the child. If unanticipated problems occur regarding the health of the child, such request shall be accepted at a later date. Such problems must be verified by a physician's report. Seniority does not accrue after one (1) year.

For the purpose of adoption, where the employee is not on a medical disability leave, the request must be made thirty (30) days prior to the beginning date of the leave.

The dates given for the beginning of the leave are considered tentative and may be revised. Parental Leave shall be subject to the same benefits and conditions as other leaves of absence without pay.

#### ARTICLE 42 PERSONAL LEAVE OF ABSENCE

Any employee covered under this contract requesting an unpaid Personal Leave of Absence shall make application on a form provided for that purpose to his/her immediate supervisor. The application shall be submitted at least seven (7) days in advance of the effective date of the leave. The immediate supervisor shall discuss such application with the Assistant Superintendent for Support Services or his/her designee.

Personal leave may be granted for a period not to exceed thirty (30) calendar days by approval of the Assistant Superintendent for Support Services or his/her designee. Personal leave beyond thirty (30) calendar days must be approved by the Board of Education.

Personal Leave shall not be allowed more than once every three (3) years, with the exception of extenuating circumstances. Management and the Bargaining Committee shall review extenuating circumstances, and mutually agree before approving a personal leave.

#### ARTICLE 43

#### MEDICAL LEAVE OF ABSENCE

Any employee covered under this contract requesting a medical leave of absence shall make application on a form provided for that purpose to the Assistant Superintendent for Support Services or his/her designee, who shall make his/her recommendation to the Board of Education. The approval or rejection of the request shall be reflected in the minutes of the School Board meeting at which the request is addressed by the Board of Education.

An application for a medical leave must be supported by medical certification from a health care provider stating a date on which the illness or disability commenced, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform the essential functions of his or her position.

Should the Board have a reasonable basis to question the validity of the contents of the medical certification, it may require, at the Board's expense, the employee to obtain the opinion of a second health care provider designated or approved by the Board concerning any information within the medical certification. The leave will not be delayed for the purpose of obtaining the second opinion. In the event that the employee's health care provider who signed the authorization is a specialist, the second opinion shall be obtained from a specialist in the same discipline.

Medical leaves may be granted for a period of time equal to the employee's length of service, but not to exceed four (4) years.

Employees returning from such leave shall present to the Board a statement of satisfactory health by a qualified examining physician designated by the Board prior to the return. This statement must be provided to the Non-Certified Personnel Office at least forty-eight (48) hours before the Employee's scheduled return to work.

Seniority shall accumulate during a medical leave. No increment on the salary schedule shall be lost.

After one (1) year on such a leave, the employee's position will be permanently bid.

Employees on a medical leave shall utilize all accumulated sick leave, and will receive insurance benefits for a period of twenty-four (24) months after all sick leave has been exhausted, provided however, if an employee has less than twelve (12) months seniority at the commencement of the leave, he or she shall receive such benefits for a period of twelve (12) months. Holidays will not be paid while on this unpaid leave.

Holidays, sick days, and vacation days do not accumulate during a medical leave, and shall be prorated upon the employee's return.

ARTICLE 44  
SCHOOL BUSINESS LEAVE

Leave may be granted to employees who are subpoenaed to appear in Judicial or Administrative proceedings related to matters concerning the school district and/or the Union. Should an employee's subpoenaed appearance result in an absence from his/her assigned work schedule within the district, the employee shall be compensated at his/her regular pay for time lost. The granting of School Business Leave shall not be unreasonably withheld by the employer as it applies to this article.

ARTICLE 45  
FAMILY MEDICAL LEAVE ACT

Any leave addressed above or under Article 55 that qualifies as a leave under the Family and Medical Leave Act (FMLA) of 1993, shall run concurrently with the leave to which the employee is eligible under the FMLA. Under the FMLA, an eligible employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date an employee uses any FMLA leave.

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state, and local governmental employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

## EMPLOYER COVERAGE

### FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce--including joint employers and successors of covered employers.

## EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

- (1) Work for a covered employer;
- (2) Have worked for the employer for a total of 12 months;
- (3) Have worked at least 1,250 hours over the previous 12 months; and
- (4) Work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

## LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- For the birth and care of the newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude with 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of Intermittent leave is subject to the employer's approval.

- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

(1) A health condition (including treatment therefore or recovery there from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:

- Treatment two or more times by or under the supervision of a health care provider; or
- One treatment by a health care provider with a continuing regimen of treatment; or

(2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or

(3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or

(4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or

(5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatment for cancer).

"Health care provider" means:



- Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- Any health care provider recognized by the employer or employer's group health plan benefits manager.

#### MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

#### JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly -paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- Notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- Notify the employee as soon as the employer decides it will deny job restoration, and explain the reason for this decision;
- Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

- Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A “key” employee is a salaried “eligible” employee who is among the highest paid ten percent of employees within 75 miles of the work site.

#### NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- Second and third medical opinions (at the employer’s expense) and periodic recertification; and
- Periodic reports during FMLA leave regarding the employee’s status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee’s own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer’s operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

#### UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice or because of involvement in any proceeding, related to FMLA.

#### ENFORCEMENT

The wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

## OTHER PROVISIONS

Special rules apply to employees of local educational agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimal wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees'; use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

## FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. For more information please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

Management recognizes its obligation to comply with the FMLA and to the extent the leave provisions of this contract are inconsistent therewith, the FMLA shall prevail.

## ARTICLE 46 LEAVE OF ABSENCE LIMITS

1. Employees shall work a minimum of twelve (12) months, or as provided elsewhere in this agreement, after returning from a leave of absence to be eligible to apply for a subsequent leave of absence. This provision does not apply to medical or military leaves of absence, or where the provision is in conflict with Federal and/or State Law.
2. Employees returning from a leave of absence, except a Medical Leave of absence, must give ten (10) days written notice to the Board of Education prior to their return to work.
3. When an employee is granted a leave of absence under Article 37, 39, 40, 41, 42, 43, 44, or 55, the employee must choose whether he or she wishes to utilize his or her accumulated vacation. This choice must be communicated, in writing, to the office of the Assistant Superintendent for Support Services no later than two (2) weeks after the leave begins. At the expiration of this two (2) week period, the employee's decision is final, and may not be changed

during the duration of the leave. Should the employee fail to make such written choice, his or her accumulated vacation time will be utilized during the leave.

4. When an employee is granted a leave of absence to care for his or her spouse, parent, or child, with a serious health condition, the employee must choose whether he or she wishes to utilize his or her accumulated sick leave. This choice must be communicated, in writing, to the office of the Assistant Superintendent for Support Services no later than two (2) weeks after the leave begins. At the expiration of this two (2) week period, the employee's decision is final, and may not be changed during the duration of the leave. Should an employee fail to make such a written choice, his or her accumulated sick leave will be utilized during the leave.

5. No leave shall be approved or utilized to work at, or seek, other employment, with the exception of General Leave.

6. With the exception of medical leaves, employees shall not receive insurance benefits while on a leave of absence in excess of thirty (30) days, unless in conflict with State and Federal law.

#### ARTICLE 47 INSURANCE - WHILE ON LEAVE

Employees on a medical leave shall utilize all accumulated sick leave. After exhausting all sick days, the board shall pay the package insurance costs for any employee for a period of twenty- four (24) months, provided however if an employee has less than twelve (12) months seniority at the commencement of the leave, he or she shall receive such benefits for a period of twelve (12) months. Holidays will not be paid while on this unpaid leave.

Holidays, sick days, and vacation days do not accumulate during a medical leave, and shall be prorated upon the employees return.

#### ARTICLE 48<sup>1</sup> INSURANCE - DENTAL

All full-time permanent employees who work six (6) hours or more shall be furnished with a family plan dental insurance based on reasonable and customary area charges.

Division I employees hired after November 14, 1985, shall not have this benefit.

The Board of Education reserves the right to change insurance carriers and third party administrators for dental insurance provided in this agreement pursuant to the competitive

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<sup>1</sup> Notwithstanding anything to the contrary, the insurance plan provided to members of the bargaining unit shall be modified as set forth in the Taylor School District Employee Medical Insurance Handbook for the negotiated coverage of healthcare, prescriptions, eye care and dental.

bidding procedure utilized in the School District so long as the benefits remain substantially similar to those currently in effect.

Dental Care benefits for employees and dependents:

DENTAL CARE:

Individual deductible amount	\$ 25.00
Family deductible amount	\$ 75.00
Class 1 - X-Rays, Exams (Preventative Care)	100%
Class 2 - Any Restoration	80%
Class 3 - Replacement	80%
Class 4 - Orthodontia. Lifetime cap \$5,000 per dependent payable to age 19	

The "deductible" is paid only once in any one calendar year for any one person.

Each insured person is limited to a maximum of \$1,500.00 for Class 1, 2 and 3 expenses in any one calendar year.

The maximum amount payable for any one procedure shall be according to the reasonable and customary allowance.

Employees scheduled to work more than five (5) hours per day but less than full-time shall receive this benefit on a pro rata basis.

All employees working five (5) hours or less may carry this insurance at their own expense.

A schedule of dental benefits shall be made available to each member.

The Board of Education reserves the right to change P.P.O. Network or Third Party Administrator for this program, so long as the benefits remain substantially similar to those currently in effect.

ARTICLE 49<sup>2</sup>  
INSURANCE - HOSPITALIZATION

The Board shall provide without cost to all full-time ten (10) and twelve (12) month employees of the District, working six (6) hours or more, the Blue Cross/Blue Shield Community Blue PPO Plan or the Blue Cross/Blue Shield Point of Service (P.O.S.) directly from Blue Cross/Blue Shield to every employee and his or her entire family (subject to the Spousal Coverage clause included in this labor agreement) and any other eligible dependents as defined in the Plan documents.

Spousal Coverage Fee

If the spouse of any TSD employee is eligible for health insurance benefits through their employer or employer organization, and declines such coverage, the spouse will be subject to a spousal coverage fee of \$170/month to receive coverage under the TSD health plan. The order of coverage will follow the legal and industry guidelines. This spousal coverage fee will not apply to any Taylor School District employee who has dual TSD health coverage (both husband and wife work for TSD) and elects to take the cash option.

TSD retains the sole and exclusive right to determine the eligibility for benefits of spouse and dependants, and retains the right to take reasonable steps to verify such information. All such determinations will be subject to the grievance procedure.

No bargaining unit will have healthcare insurance offered to them that is considered superior to what is offered Local 26 M -- Division of SEIU Local 517M.

Flexible Spending Accounts (FSA)

The TSD agrees to provide district employees with a FSA to provide for pre-tax funding of certain eligible benefits as defined by law. The TSD retains the right to select and change the administrator for the FSA, so long as the benefits to the employees remain substantially similar.

The programs shall be effective June 1, 2005.

Employee Assistance Program

The District wishes to offer an EAP at no cost to the employee. It is expected that this new cost to the District will be totally absorbed as a result of the employee seeking this service rather than other avenues.

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<sup>2</sup> Notwithstanding anything to the contrary, the insurance plan provided to members of the bargaining unit shall be modified as set forth in the Taylor School District Employee Medical Insurance Handbook for the negotiated coverage of healthcare, prescriptions, eye care and dental.

Prescription Drug Program:

- All prescription care coverage under the Blue Cross/Blue Shield Community Blue P.P.O. and the Blue Cross/Blue Shield P.O.S. program as of June 1, 2005, will now be administered by the Independent Drug Claims Management Service of PharmaCare.
- A four tier co-pay is now in place as follows:
  - \$2.00 over the counter drug with Rx
  - \$5.00 generic
  - \$10.00 brands without generic availability or if medically necessary
  - \$30.00 for brands with generic available
  - Generic is filled unless DAW
  - 90 day supply by retail and/or mail
- The administration reserves the right to change Drug Claims Management as long as benefits remain substantially similar.
- The program shall be effective January 1, 2009.

Employees scheduled to work more than five (5) hours per day but less than full-time shall receive this benefit on a pro rata basis.

All employees working five (5) hours or less may carry this insurance at their own expense.

Division I employees hired after November 14, 1985 shall not enjoy this benefit.

ARTICLE 50<sup>3</sup>  
INSURANCE - LIFE

Employees shall be furnished with Group Life Insurance and Accidental Death and Dismemberment Insurance as outlined herein. Insurance coverage under this article shall be subject to the terms and conditions of the GLI and ADD policies purchased by the School District.

The Board of Education reserves the right to change insurance carriers and third party administrator for life insurance provided in this agreement pursuant to the competitive bidding procedure utilized in the School District so long as the benefits remain substantially similar to those currently in effect. The Board of Education reserves the right to bid and change carriers to any life insurance company rated by A. M. Best at or above A-10.

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<sup>3</sup> Notwithstanding anything to the contrary, the insurance plan provided to members of the bargaining unit shall be modified as set forth in the Taylor School District Employee Medical Insurance Handbook for the negotiated coverage of healthcare, prescriptions, eye care and dental.



Divisions A, C, G, I, J, M and S employees who work six (6) hours or more shall receive GLI coverage of \$40,000 and ADD coverage of \$80,000.

Divisions B, C, G and H employees hired prior to July 1, 1997 who work less than six hours shall receive GLI coverage of \$19,000 and ADD coverage of \$22,000.

Division I employees hired after November 14, 1985 shall not receive GLI coverage or ADD Coverage. Division I employees hired before November 14, 1985 who work less than six (6) hours shall receive GLI coverage of \$19,000 and ADD coverage of \$22,000.

No employee hired subsequent to July 1, 1997 will receive any GLI or ADD coverage until securing and maintaining a permanent position of six (6) hours or more.

ARTICLE 51<sup>4</sup>  
INSURANCE - SALARY

All full-time permanent employees who work six (6) hours or more shall be furnished with salary insurance, as outlined herein.

The Board of Education reserves the right to change insurance carriers and third party administrator for salary insurance provided in this agreement pursuant to the competitive bidding procedure utilized in the School District, so long as the benefits remain substantially similar to those currently in effect.

Weekly Indemnity - \$160.00 for 90 days; \$235.00 for balance of the first year; \$110.00 for second year of disability.

There shall be a fifteen (15) day waiting period. Full benefits shall be paid to all employees scheduled to work six (6) hours or more per day.

Division I employees hired after November 14, 1985, shall not have this benefit.

Any employee may elect to supplement this benefit by the use of sick days in his/her bank providing that the total amount of the supplement in whole, or in fractional portions of days, shall not exceed the total wages that the employee would have drawn had he/she worked all of his/her scheduled hours for each two week period, without overtime.

The language from Article 55, Worker's Compensation, dealing with the OUR System including bridge assignments and work accommodations also applies to this article.

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<sup>4</sup> Notwithstanding anything to the contrary, the insurance plan provided to members of the bargaining unit shall be modified as set forth in the Taylor School District Employee Medical Insurance Handbook for the negotiated coverage of healthcare, prescriptions, eye care and dental.



ARTICLE 53<sup>6</sup>  
INSURANCE LIABILITY

1. The Employer, by payment of the premiums provided to provide the coverage's as agreed upon in this agreement, shall be relieved from all liabilities with respect to the benefits provided in the agreement. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Employer or to the Union, nor shall such failure be considered a breach by either of them of any obligation under this agreement.

2. The benefits provided in this agreement shall be subject to the terms and conditions specified in the Employer's insurance policies, the insurance policies with the carrier, or the terms and provisions of any self-insured plan, and any claim by the employee or claim settlement shall not be the basis of a grievance or subject to arbitration.

ARTICLE 54  
PERSONAL PROPERTY DAMAGE

1. The Board of Education shall reimburse employees in an amount not to exceed a total of \$250.00 in any school year for loss, damage or destruction, while on duty, of personal property of a kind normally worn or brought to work, when the employee has not been negligent, to the extent that such loss is not recovered by insurance.

The term "personal property" shall not include cash. The terms "loss", "damage" or "destruction" shall not cover the effects of normal wear, tear and use.

2. The request for reimbursement must include any or all of the following items which are applicable to the specific loss:

- a. Copy of the Police Report
- b. Copy of insurance coverage showing amount of deductible
- c. Verification of loss by witness and/or building administrator
- d. Copy of paid bill(s) or estimates(s)

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<sup>6</sup> Notwithstanding anything to the contrary, the insurance plan provided to members of the bargaining unit shall be modified as set forth in the Taylor School District Employee Medical Insurance Handbook for the negotiated coverage of healthcare, prescriptions, eye care and dental.

ARTICLE 55  
WORKER'S COMPENSATION

No sick leave will be charged whenever an employee's absence is covered by Worker's Compensation. During such absence, the employee's insurance benefits, seniority, and increments shall continue to accrue. Sick days shall continue to accrue, but are not useable for any purpose until the employee returns to work. Vacation days do not accumulate while on this leave.

The applicable contract language relative to the extent of such benefits, including 100%/worker's compensation, shall be based upon the date of filing with the Bureau of Worker's Disability Compensation.

Any employee may elect to supplement this benefit by the use of sick days in his/her bank providing that the total amount of the supplement in whole, or in fractional portions of days, shall not exceed the total wages that the employee would have drawn had he/she worked all of his/her scheduled hours for each two-week period, without overtime. Only days accrued in the employee's bank at the time the employee begins Worker's Comp leave may be used for the purpose of supplementing payments. Employees shall receive full pay for holidays provided there are days in the employee's bank; once these days are exhausted the employees shall receive worker's comp rates for all days, including holidays as specified herein. The District will supplement Worker's Comp. payment with bank days unless requested not to in writing by affected employee.

Nothing contained in this article shall be construed in such a manner as to be in conflict with or violate the terms of the Michigan Workers' Compensation Act and to the extent that any provision contained herein violates the said act, the provisions of the act shall be deemed to prevail.

The parties recognize that the OUR System - a Worker's Compensation Cost Control And Injury Management Program, presented by Focus Management Group Ltd., provides a safe and productive manner for employees to continue to work while recovering from a workers' compensation illness or injury.

The parties recognize the benefits of this program; therefore, the Transitional Work Committee, composed of representatives from the union, and the Employer has worked diligently to assure its prompt implementation in the Taylor School District.

With this in mind, THE PARTIES AGREE as follows:

1. All parties agree that the Board has the right under the applicable collective bargaining agreements, Michigan Workers' Compensation Law, and any other practice, policy, or law to

create and later eliminate limited or light duty assignment jobs (hereinafter referred to as "bridge jobs"). Such bridge jobs are designed to assist persons who have incurred injuries or illnesses compensable under the Workers' Compensation Law to return to their permanent work assignments.

2. All parties recognize that bridge jobs have been medically designed and developed, and are only temporary jobs -- existing only so long as it is determined that they are medically necessary. Because all parties agree that such jobs are only temporary and exist only if medically necessary, a bridge job which is not occupied will not constitute a vacancy under the collective bargaining agreements. Nor will the posting, seniority or bidding clauses or any other contract provision apply to the creation, filling, or elimination of a bridge job.

3. The Unions agree that they will not file a grievance as the result of the implementation of the OUR System and that they will not grieve concerning the creation or elimination of a bridge job, or the placement in or the removal of an individual from such job, and the Unions expressly waive their rights to file a grievance concerning such matters.

4. The Unions further agree that the Employer maintains all rights which are set forth in the collective bargaining agreements, including those set forth in the Management Rights clause of the contracts, as well as any of its rights under the Workers' Disability Compensation Act.

#### ARTICLE 56 EMPLOYEE PROTECTION

Any employee in the course of his/her employment may use such reasonable force as necessary to protect himself/herself and others from any assailant.

In the event that such a confrontation results in the employee being criminally charged for his/her actions, the Board of Education shall pay for legal representation to defend the actions of said employee. Counsel for the employee shall be selected by the District upon employee request.

An employee who is made a Defendant in a criminal or civil proceeding because of actions performed by him/her which are within the scope of his/her employment and which actions arise out of and during the course of his/her employment will be provided legal counsel by the Board and all necessary assistance in his/her defense of the action against him/her.

The Board further agrees that it will provide appropriate insurance coverage to cover judgments, up to the policy limits of the coverage, rendered against employees as the result of actions performed which are written within the scope of employment and which actions arise out of and during the course of employment.

ARTICLE 57  
COST OF JOB UPGRADING

An employee who wishes to upgrade his/her skills in job related course work at a recognized institution of higher learning shall have his/her program of studies approved by the Administration. Upon successful completion of the approved course work, the employee shall be reimbursed at a rate of \$20.00 per credit hour earned.

ARTICLE 58  
SAFETY AND HEALTH COMMITTEE

1. A Safety Committee shall be established consisting of two (2) members from the Union and two (2) members from Management. The committee shall be charged with studying general working conditions, procedures and habits concerning safety conditions. The Safety Committee will also have the Head Mechanic as a neutral member.

2. The School Board and the Union will cooperate in the continuing objective to eliminate accidents and health hazards and the Board shall also continue to make reasonable provisions for the safety and health of its employees at a school building or on school buses during the normal hours of their employment.

3. Any employee or group of employees who believe they are being required to work under unsafe or unhealthy conditions has the right to file a grievance under the grievance procedure. Upon filing such a grievance, said employee or group of employees shall be relieved from such unsafe or unhealthy conditions without loss of pay or the right to return to such job or jobs after the Safety Committee makes a ruling. The aggrieved employee or employees, however, will be reassigned to similar employment.

4. The Union will be provided copies of all Worker Compensation claims and accident reports within the district at the request of the Union.

5. The Safety Committee has the right to "red tag" a bus that they feel is unsafe. This tag is not to be removed until the Safety Committee and the mechanic agree that proper adjustment or repairs have been made. The Head Mechanic will be added to the Safety Committee as a neutral party.

6. Management will notify immediately any employee who have had direct contact with a communicable disease and as early as possible provide employees with information regarding symptoms and treatment. If a specific area is quarantined, the employees will not suffer any loss or sick days.

ARTICLE 59  
NOTICES OF REGULAR AND SPECIAL  
BOARD MEETINGS

Notice of all regular and special school board meetings shall be sent through inter-school mail to the Union President as soon as available. Minutes of school board meetings and agendas shall be sent through inter-school mail to the Union President as soon as they are officially approved.

ARTICLE 60  
COST OF PRINTING CONTRACTS

The Board and Union shall each pay half the cost of printing new contracts.

ARTICLE 61  
BI-WEEKLY PAY

All employees shall be paid on a bi-weekly basis with all earned overtime included.

ARTICLE 62  
PAYCHECKS

The paychecks of all employees are to be placed in separate sealed envelopes for each department or school before being sent to the individual school building. Employer agrees to direct deposit employee checks in accordance with the current policy of the District upon proper authorization by the employee.

ARTICLE 63  
OVERTIME

Any work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half.

When an employee is called in because of an emergency to work overtime, said employee be paid for a minimum of two (2) hours.

ARTICLE 64  
SALARY SCHEDULE FOR ALL DIVISIONS  
2004-2005

DIVISION A:

Head Mechanic	20.21
Utility	20.28
Dispatcher	19.91
Warehouse	19.91
Mechanic	19.91
Parts Clerk	19.91
PRC Repair Technician	19.91
Mail Carrier	19.00
Food Carrier/Trans	17.44
Parts Runner/Grounds	16.68
Day Maintenance	16.68
Driver/Custodian	15.89
Custodian	15.89
Sub Pool	10.38

DIVISION B:

Bus Monitors (6 + Hrs)	11.43
Bus Monitors (- 6 Hrs)	10.29
Subs	8.66

DIVISION C:

Base Head Cook	14.31
Base Satellite Cook	13.75
Head Cooks	13.54
Cooks (6 + Hrs)	12.58
Cooks (- 6 Hrs)	11.66
Subs	8.66

DIVISION D:

Drivers	11.14
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DIVISION G:

Elementary Library	
Media Aides	12.00
Secondary Library	
Media Aides	12.00
Subs	8.66



DIVISION H:

Crossing Guards	10.91
Subs	8.66

DIVISION I:

Lunch Monitors	9.89
Subs	8.66

DIVISION J:

Teacher Assistants	12.00
Subs	8.66

DIVISION M:

Technicians	14.69
Clerks	13.43
Subs	8.66

DIVISION S:

Level I	19.00
Level II (12 Month)	16.07
Level II (10 Month)	16.07
Subs	8.66

For the years 2004-2005, 2005-2006, 2006,2007, a percentage equal to the percentage of the product, minus 1.0, of the amount of the States' Foundation Grant Allowance (FGA) (Excluding any Section 20 (19) adjustment and including any proration applied to noncategorical funds) received by Taylor School District for the current year times the first official (audited) student FTE count from the prior year, divided by the FGA received by the District in the prior year times the first official (audited) student FTE count from the two (2) years prior fiscal year, shall be added to the pay scale to determine the new pay scale for those years.

Example: For 2004-05 School Year

2004-05 FGA X 2003-04 Student FTE

- 1.0 = % Increase

2003-04 FGA X 2002-03 Student FTE

This calculation is based upon the FGA as it is calculated in the 2003-04 school year. Significant changes in the method of calculation would require computation of FGA. Also, it is the parties' intent that for the 2002-03 school year, this percentage will not be less than one or more than three. It is further the parties' intent that this percentage will not be less than zero or more than

three. Should any bargaining unit receive a salary increase in excess of the formula the Union reserves the right to reopen salary negotiations during this contract.

All new permanent employees in Divisions A, M and S, shall receive eighty (80%) percent of the BASE salary for their job classification. Each year the employees shall receive a five (5%) percent increase of the BASE salary for four (4) years. Employees hired between January 1, and June 30, shall receive their increase effective beginning January 1, of the subsequent year. Employees hired between July 1, and December 31, shall receive their increase effective beginning July 1, of the subsequent year. After the employee has reached the maximum salary in their job classification, they shall begin to receive an annual salary increment equal to ½ percent of their BASE wage for each full year of service not to exceed thirty (30) years or fifteen (15%) percent. All ½% salary increments shall be loaded effective July 1 of each year subsequent to the employee having attained the 100% salary level.

**LONGEVITY:** Employees in Divisions A, B, C, D, G, H, I, J, M and S, shall receive an annual salary increment equal to ½ percent of their BASE wage for each full year of service not to exceed thirty (30) years or fifteen (15) percent.

**ARTICLE 65**  
**DIVISION A - MAINTENANCE - SPECIAL PROVISIONS**

**SECTION I**

**General Provisions**

1. All employees (day and night) shall work eight (8) consecutive hours per day, exclusive of lunch period five (5) days per week; the work week shall be Sunday through Saturday, inclusive; all afternoon and midnight personnel's work day shall consist of eight (8) hours including lunch time; therefore, no person on either shift will be permitted to leave their building. It is recognized that drivers and food carriers may be required to work eight (8) nonconsecutive hours to fill their work duties under this agreement. The District shall schedule lunch and breaks for all members of the bargaining unit.

2. No Supervisor shall be permitted to drive busses or to perform work in buildings while holding Supervisory status in order to deprive an employee of work, except in extreme emergencies.

3. An employee promoted to Supervisor, Assistant Supervisor, Engineer or Superintendent shall be withdrawn from the bargaining unit.

4. All day driver/custodians assigned to an elementary or junior high school shall be assigned within the specific job description at the discretion of the employer.

5. The mail carrier shall be a twelve (12) month job but the vacation time will be scheduled by the Director of Media Services or Technology.

6. Division A personnel may be allowed to attend job related conferences with pay and expenses paid, if funds are available.

7. It shall be the policy of the Taylor Board of Education to minimize the number of transportation/custodial split/assignments. To this end management will schedule the maximum number of eight (8) hour assignments in each category prior to creating any split assignments.

8. Any employee promoted to a Managerial position shall undergo a trial period not to exceed twelve (12) months. If on or before the completion of the trial period the advanced employee shall not, in the opinion of the School Board, have qualified for that position, said employee shall have the right to return to the bargaining unit in the former division to a vacant position. In the event there is no vacant position, then said employee shall bump the least senior member of the division for which he/she is qualified.

## **SECTION II**

### **PREMIUM:**

1. Shift premium seven (7) cents per hour for afternoons ten (10) cents per hour for midnights.

2. Fifteen (15) cents per hour additional shall be paid for extended split drivers.

3. Weekend premium for high school and middle school custodians to be an additional sixty (60) cents per hour of working day involved. This also includes the Administration building.

4. When a Head Mechanic is absent, eight (8) hours overtime is permitted.

5. Overtime will be divided as equally as possible between employees bi-weekly in each building unit and transportation unit and among qualified employees in the Utility Department and posted bi-weekly in a minimum of two (2) places. There shall be no more than fifteen (15) hour span between driving categories in Transportation Department overtime and fifteen (15) hour span between building overtime distributed through Utility. Overtime will be offered on a seniority basis.

6. Overtime within a building shall be offered to building personnel first; if unable to fill within the building then through Utility overtime roster. Overtime will be offered on a seniority basis.

7. The PRC Repair Technician and the Day Maintenance at the Board Office shall receive gas allowance.

8. Shift premiums referred to in this section shall become effective upon School Board ratification of this agreement, and shall not be retroactive.

### **SECTION III**

#### **BUS DRIVERS:**

1. Eight (8) hour bus drivers shall have the right to select their routes by seniority. All others shall be assigned. All drivers must be State Certified.

2. Each year bus drivers shall be provided with updated school policy and state policy relative to the rights and responsibilities of the bus driver. A written copy of Standard Operating Procedures will be provided to each driver who will sign that he/she has read and understands the procedures.

3. It will be the responsibility of all bus drivers to meet the qualifications of the Michigan State Law regarding schooling for bus drivers. The Board of Education, whenever possible, will try to schedule these classes during time when the drivers work. In the event this cannot be done, the Board of Education will pay drivers regular salary. Periodic in-service training will be provided which will be mandatory for all drivers working during the time of such training.

4. All bus drivers are to be reimbursed for all physical examinations by a physician designated by the Board. Drivers must attend advanced driving classes to be eligible for reimbursement.

5. In the event a school bus driver is unable to continue in his/her position because of failure to pass a mandatory examination or because of results of a physical examination, that driver shall be transferred to an open position or to a position of the last individual hired, for which said employee meets the qualifications of the job and is physically able to perform it. This replacement of the last individual hired shall take place immediately upon the driver being denied his/her normal driving job because of the conditions mentioned above, but the replacement shall only take effect if that driver has more seniority than the individual to be replaced. Nothing in the above shall deprive any individual of his/her seniority right for subsequent bidding purposes.

6. All bus drivers and any other employees required to hold a CDL or chauffeur's endorsement shall be reimbursed.

7. It is the responsibility of the driver to operate the wheelchair ramp.

8. The bus driver shall have the ultimate authority to maintain safe conditions on the bus.

9. After the fourth Friday following Labor Day of each school year, a school bus shall not be used to transport more than one hundred (100%) percent of the number of persons for which the school bus has a rated seating capacity.

10. Trainers for new drivers - There shall be three (3) drivers, selected by the Director of Transportation, with the approval of the Assistant Superintendent for Support Services, to familiarize themselves with the training procedures:

- a. Posting will be made in Transportation Department for three (3) people who wish to train new employees.
- b. Director of Transportation will choose three (3) people from the people who sign up.
- c. Qualifications:
  1. Seniority
  2. Driving Record
  3. Work Record

When the need arises to train new employees, one of the three will be removed from his/her job to instruct new employees. There shall be a difference of pay of one dollar (\$1.00) per hour while training.

11. The District shall offer training to current Division A employees that want to obtain a CDL "A" or "B" endorsement, twice per year, according to trainer availability. The employee shall pay for all permits and testing needed to obtain any and all endorsements. The District will reimburse the employee for renewals of said endorsements.

#### **SECTION IV**

##### **UTILITY AND GARAGE:**

1. The school district shall furnish a minimum of one (1) clean uniform per day for Garage, Utility and Warehouse personnel.

2. The school district shall provide uniform work jackets for Utility, Warehouse and Mechanics.

3. All overtime worked during the holidays shall be paid at double time. (Utility Department Only)

4. A necessary stocked tool box shall be provided for each mechanic by the District. Each mechanic shall be responsible for said tools. Tools worn through normal use shall be replaced by the District. The mechanic shall, with an appointed Supervisor, inventory his/her assigned tool box upon the request of Management. The employee shall have the right to request a tool inventory or tool inspection should he/she feel that tools should be replaced due to normal wear and tear.

5. Actual costs for required certification for mechanics and utility personnel shall be reimbursed effective from the signing date of this contract.

6. A mechanic in the Transportation Department will not work alone, for safety reasons.

1. The District shall provide OSHA approved safety glasses, including prescription, to all utility and garage employees not more than once each two (2) years.

#### PRIORITY CLEANING:

Management shall have the right to implement its priority cleaning plan as outlined in the job descriptions for Division "A" and incorporated herein by reference at any time when floaters and substitute personnel are unavailable for service.

#### ARTICLE 66 FACILITY CLEANING

1. The parties shall establish time guidelines for the respective job duties and responsibilities under the management cleaning structure. Such guidelines shall be appended to the job descriptions and shall be incorporated in the contract by reference and shall be subject to continuous review by the Facility Cleaning Committee. All disputes shall be subject to arbitration under the grievance procedure specified herein.

2. It is the responsibility of the Superintendent or designee to direct the work force, assign work and determine the number of employees assigned to facility cleaning subject to limitations imposed by this agreement.

Job assignments will be posted in each building. Substitutes will be provided for absences, when available. If substitutes are not available, priority cleaning, as established by the District, will be utilized.

3. A review Committee of six (6) members shall be established for the purpose of reviewing job assignments. The Union shall appoint three (3) members. The Union President shall be a standing member of the committee and shall appoint two (2) members from the Union.

Union members serving on the committee shall not be from the same building. The District shall appoint three (3) members to serve on the committee as determined by the Superintendent or designee.

The general purpose of the Review Committee will be as follows:

1. Review individual job descriptions;
2. Review priority cleaning areas of responsibility within each job description;
3. Monitor jobs at all sites to provide for equitable assignments;
4. Monitor priority cleaning transfers from one (1) job assignment to another when required;
5. The Facility Cleaning Committee shall meet on an established schedule and/or by mutual agreement of the parties. A written agenda shall be exchanged between the parties not less than three (3) days prior to a scheduled meeting. Time limits regarding the exchange of agendas may be waived by mutual agreement of the parties.
6. Where a problem regarding equity of assignment(s) continues to exist at an individual location, the Union and the District may each appoint one (1) additional representative from that location to discuss with the Committee a resolution to the problem. Representatives appointed for this purpose shall be restricted to discuss the problem(s) at that building only.
7. Such meetings shall be exclusive of the grievance procedure and no grievances, shall be considered at such meetings, nor shall negotiations for altering the terms of this Agreement be held at such meetings.

#### ARTICLE 67 SUBSTITUTE POOL

There shall be established a Substitute Pool made up of forty (40) people. The pool shall be established and maintained as follows:

1. The purpose of the Substitute Pool is to provide a work force for filling any or all absences, short-term leaves, vacations, temporary assignments, and as additional help in Divisions A and D. Substitutes shall not be used in the following classifications: Utility,

Mechanic, Dispatcher, Parts Clerk, Mechanic's Helper, Mail Carrier, Warehouse, and Frozen Foods.

a. Mail Carrier and PRC Repair Technician:

If these positions are filled, they shall first offer to afternoon employees from the Truman/PRC complex. Should the position remain open, then substitutes may be used.

b. Warehouse and Frozen Foods:

If these positions are filled, they shall be first be offered to employees on the afternoon shift from the Career Center/Board Annex Complex. Should the position remain open, then substitutes may be used.

2. A substitute shall be permitted to work as outlined above and can be scheduled Sunday through Saturday, up to eight (8) hours per day, and no more than forty (40) hours per week.

3. Substitute employees may only be used on summer crews after permanent employees have had the opportunity to preference for crew assignments. Crew assignments will be determined by the District.

4. Substitute employees on long short term leaves (worker comp, medical leave, other leaves in excess of thirty (30) days, etc.) shall be replaced on the substitute list. The District shall not have more than thirty (30) days subsequent to the return of said employee to adjust the Sub Pool number back to the contractual limit.

5. The Taylor School District will not replace with a substitute any Division A employee who has been laid off.

6. Substitutes may be used for field trips from 6:30 a.m. to 4:30 p.m. (schedule time of return) Monday thru Friday. Saturday and Sunday field trips shall be assigned to permanent drivers. Unforeseen emergencies and inclement weather may cause exceptions to these conditions.

#### ARTICLE 68

#### DIVISION B - BUS MONITORS - SPECIAL PROVISIONS

1. All Special Education busses shall have a supply kit, complete with Kleenex, deodorant spray, plastic bags, and bodily fluid cleanup kits.

2. Summer employment shall be offered to employees according to seniority. When an employee is off longer than one week, the job shall be reassigned according to seniority until the employee returns.



3. All bus routes are to be selected by seniority in accordance with the provisions of Article 22.

4. Bus Monitors shall be paid for lay-overs between runs that do not exceed thirty (30) minutes.

5. Bus Monitors will be paid bid hours daily.

6. It shall be the responsibility of the Bus Monitor to secure the students in their seats and enforce discipline while students are on the bus. The bus driver shall have the ultimate authority to maintain safe conditions on the bus.

7. In the event of reduction of hours up to ½ hour, said employee shall retain present benefits until the next bid/bump.

8. The first sub shall not be locked into a temporary opening.

9. For an absentee with noon runs, subs will work A.M. and P.M., noon runs will go to permanent employees having no noon run, according to seniority.

BUS MONITOR GUIDELINES:

1. An increase or decrease of ½ hour per day will necessitate a bump.

2. A substitute assigned to a run temporarily cannot be bumped by a permanent Bus Monitor who has lost hours.

3. In case of lost hours due to a school not going, Monitors are to be put on the call-in list to substitute, by seniority only if something becomes available after Monitor's one (1) run is completed. If Monitors have no school at all that day, Monitors will be called in by seniority, before a call-in substitute is called.

4. Field trip coverage shall be on a rotating basis by Monitors from the school from which the field trip originates.

5. Summer jobs start the following Monday after the Taylor school year ends.

ARTICLE 69  
DIVISION C - COOKS - SPECIAL PROVISIONS

1. Any kitchen employee substituting for Head Cook and performing duties of the Head Cook shall receive pay commensurate with classification starting the first day worked in that classification.

2. Employees shall receive \$150.00 per year uniform allowance to be paid in September, upon receipt of purchase verification.

3. The Board shall reimburse all cafeteria personnel the cost involved in obtaining food handler permits as mandated by county, state, and federal guidelines.

4. The term "Head Cook", shall mean the employee designated to lead the kitchen, menu planning and buying.

5. The term "Assistant Cook", shall mean the employee designated to assist the Head Cook. The term "Base Head Cook" shall mean the employee designated to lead a kitchen that is used to satellite three (3) or more schools, menu planning and buying. The term "Base Head Cook" shall mean the employee designated to assist the Base Satellite Cook in a kitchen that is used to satellite three (3) or more schools, or employee designated to lead a kitchen that is used to satellite less than three (3) schools, but have a combine population of 1,000. or more students. Any satellite kitchen with less than 1,000 students shall not have the Base Head Cook or Base Satellite Cook's rate apply. The Head Cook shall receive Head Cook's wages.

6. An cook bidding for a Head Cook's position, a Base Satellite Cook, or a Base Satellite Cook's position shall be promoted according to seniority and qualification. In case of equal qualifications, seniority shall be the determining factor.

7. Any cook promoted to a Head Cook's position, a Base Head Cook, or a Base Satellite Cook shall undergo a trial period of one (1) school year. If, on or before the completion of the trial period, the advanced employee shall not, in the opinion of the Assistant Superintendent and Food Service Director have qualified for the position, said employee shall have the right to appear before the School Board with or without Union representation, for the purpose of clarifying and determining the reason for the refusal of promotion. If, after the meeting with the School Board, the employee is returned to his/her previous classification, said employee shall return to the classification with full seniority.

8. In the event of reduction of hours up to ½ hour, affected employees shall retain present benefits for the remainder of the semester or ninety (90) calendar days, whichever is greater until the next job bid.

9. Four (4) Head Cook's and four (4) Assistant Cook's will be allowed to go to a Cook's conference with full pay. Full expenses will be paid, if funds are available.

10. Twenty (20) lunches constitute one (1) hour.

Ala-Carte Hours: 2 - hours per \$100.00

1 - hour per \$ 50.00

The District retains sole authority to determine work days for cooks. The use of banked days for the purpose of supplementing partial days or days off due to school not being in session shall not be permitted. If school is not in session through the lunch period, cooks shall be placed on a seniority call in substitute list for other buildings. This provision is at the employee option.

Hours per kitchen shall be determined by the lunch count and revenues from Ala-Carte with no deductions made for travel time, partial days, etc. Half days or no lunch days shall not be used for the purpose of calculating the number of hours per kitchen.

School lunch counts shall be reviewed and adjusted by the District up to twice a year.

Each kitchen will receive two (2) hours for the breakfast program.

11. Travel time in Satellite Programs shall be fifteen (15) minutes and part of bid hours. Bookwork time shall be part of bid hours for Base Head Cook, Base Satellite Cook, and Head Cooks.

12. Hours due to absenteeism as well as additional hours will be offered according to seniority within a kitchen.

13. All Cooks [i.e., employees in the classification "Cooks (-6 Hrs)" and "Cooks (6+Hrs)"] who work in a higher paying position, shall receive, in addition to their regular hourly pay rate, an additional \$.60 (sixty cents) per hour for all hours worked in the higher paying position.

14. Competitive Foods: No like food items or beverages, as to items sold in kitchens, may be sold in the school stores or by any fund raising group. All food fund raising sales will be approved by the principal and the Assistant Superintendent for Support Services.

15. Priority kitchens will be defined as any kitchen left with one (1) or less cafeteria personnel. On days when absenteeism is higher than subs available, priority kitchens will be covered first.

16. Head Cook's may request additional work hours during the school year when the schools are open and students have been dismissed for special events (Parent-Conference; Final Exams)

for the purpose of cleaning and maintaining equipment that cannot be cleaned during normal work schedule (ovens - refrigerators, etc.). The Director of Food Service shall approve and designate additional hours.

17. Emergency call-in on weekends, after normal hours or during summer recess shall be paid at time and one-half (1-1/2).

18. Secondary Head Cooks and one designee will report to work two (2) days prior to the student's first day of school.

ARTICLE 70  
SPECIAL PROVISIONS / DIVISION C - SUBSTITUTE COOKS

1. The term "Substitute Cook", shall mean a part-time helper employee who is designated to fill in for absentee or overloaded days.

2. Substitute cooks will be made permanent after thirty (30) days continuous work if lunch count remains up for that period.

3. Job training will be provided by management.

4. Substitute employees shall not be used for the Head Cook's Satellite Manager's, Satellite Supervisor's position.

ARTICLE 71  
DIVISION D - PART TIME DRIVERS - SPECIAL PROVISIONS

1. Part time drivers in Division D shall be limited to 5 3/4 hours daily, Monday through Friday. Part time drivers will not work in the summer, but will work one (1) day before and after school is in session. Hours shall not be affected by student's daily attendance.

2. No current full-time permanent member of Division A (on the seniority list as of 12-31-97) shall suffer a loss or hours due to the creation and implementation of Division D.

3. Division D members shall be employed on a ten (10) month basis only, and shall not be eligible to transfer to fill summer vacancies in the Division A Substitute Pool. A Division D member who transfers to the Division A Substitute Pool may not transfer back to Division D for one year and then may only transfer to an open position in Division D using frozen Division D seniority.

4. This Division shall be limited to bus driving duties within the Taylor School District.

5. Division D employees shall not be assigned field trips, sport runs, nor vacancies in Division A, except for transfers to vacancies in the Substitute Pool as set forth in Paragraph 3.

6. Division D employees will not be used to fill day-to-day absences, short-term leaves, or vacations.

7. Division D employees shall be entitled to five (5) personal business/sick days per year.

8. Division D employees shall receive one half (½) percent increments as defined in Division A employees.

9. Open positions in Division D shall be first offered to Division A substitute, subject to the one year limitation in paragraph 3 above.

10. Division D employees shall be assigned by seniority "e.g. the highest senior employee shall be assigned the job with the most hours."

11. During the term of this collective bargaining agreement, the number of Division D employees shall be limited to fifteen (15) at any one time.

#### ARTICLE 72

#### DIVISION G – PARA-PROFESSIONALS/ SECONDARY LIBRARY MEDIA AIDES

1. Para-professionals shall work up to seven (7) hours per day, including lunch, five (5) days per week. The work week shall be Monday through Friday inclusive. Elementary Para-professionals shall work one (1) week before teachers report to work and one (1) week after the teachers last scheduled day to work. Secondary library media aides will work the teachers' calendar.

2. Elementary Library Media Aides and Secondary Library Media Aides will be included in Curriculum Day along with Certified staff.

3. Computer training shall be provided as necessary.

4. In the event that the Certified Media Specialist is absent in a Secondary School and no substitute is provided, the Secondary Library Aide shall receive an additional forty dollars (\$40.00) per day.

5. Absences will be covered by substitutes. In the event a substitute is not available for a Secondary Library Media Aide, the Aide in attendance will work the entire school day at his/her regular rate of pay.

ARTICLE 73  
DIVISION H - CROSSING GUARDS

1. Crossing Guards shall be reimbursed up to \$25.00 per year to keep uniforms clean.
2. Crossing Guards shall be paid for any mandatory safety meeting they attend at their regular rate of pay.
3. Crossing Guards shall be provided with rain coats as arranged with the Police Officer in charge of Crossing Guards and Safety Patrol. Rain guard is to be of A.A.A. equipment. Flashlights shall be provided by the district. Equipment shall be replaced as necessary.
4. Crossing Guards shall be paid ½ hour for travel time daily.
5. Crossing Guards shall work the days school is in session.
6. In the event a Crossing Guard is covering a post that is normally covered by two (2) Crossing Guards, he/she shall receive an additional four (\$4.00) dollars per hour.
7. Crossing Guards at the same post will all work equal time on their posts before school, lunch time, and after school with mutual agreement between Management and Union.

ARTICLE 74  
DIVISION I - LUNCH MONITORS - SPECIAL PROVISIONS

1. Job descriptions shall be reduced to written form by both parties.
2. Lunch Monitors shall work when students are in attendance during the work hours as bid.
3. An attempt will be made to combine hours where possible.
4. Job training will be provided.
5. New hires after November 14, 1985, in Division I will receive Division I rate of pay plus increment and no other benefits.

ARTICLE 75  
DIVISION J - TEACHER ASSISTANTS

1. Teacher Assistants lunch period shall coincide with the teacher's scheduled lunch period in the building assigned.
2. Division J categories are established in the areas of:

- a. Teacher Assistant for Special Education
- b. Teacher Assistant for Vocational Education
- c. Teacher Assistant for Pre-School

3. Travel time of fifteen (15) minutes shall be granted to Teacher Assistants that are working a split assignment.

All Teacher Assistant's may work up to seven and one-half (7-1/2) hours per day, including one half (1/2) hour lunch, five (5) days per week (Monday thru Friday). Teacher Assistants will work all teacher work days. No Teacher Assistant shall suffer a loss of hours as a result of this language.

4. In the event a certified vocational assistant fills in for an absent vocational teacher, said assistant shall be compensated an additional \$40.00 per day.

5. In the event a substitute teacher assistant is not provided and the students have to be relocated and the Teacher Assistant must handle both classes, said assistant shall be compensated an additional \$40.00 per day.

6. In the event the teacher is absent and no substitute is called, the Teacher Assistant providing services to the children shall receive an additional \$3.00 per hour.

#### ARTICLE 76

#### DIVISION M - ANCILLARY SERVICES - SPECIAL PROVISIONS

1. All Division M service personnel shall work eight (8) hours per day, including a one (1) hour lunch five (5) days per week; the week shall be Monday through Friday inclusive.
2. Division M consists of clerks and technicians. All are twelve (12) month employees.
3. Computer Training in-service shall be provided as necessary.

ARTICLE 77  
DIVISION S - SECRETARIES - SPECIAL PROVISIONS

1. The term "Secretary" refers to any non-certified employee who is classified and paid according to the Secretary Salary Schedule, approved by the Board of Education.
2. The District agrees it will not permit employees outside of this bargaining unit to perform duties recognized to be the responsibility of Union members.
  - a. No substitute will be employed so as to displace permanent employees who are members of the bargaining unit. The Personnel Office shall provide the Union with the substitute list.
3. Any laid off secretary who applies for substitute work shall be given priority status, and shall be paid at the beginning secretarial pay for all hours worked.
4. All secretarial employees shall work eight (8) hours per day, including a one (1) hour lunch period, five (5) days per week; the work week shall be Monday through Friday inclusive. Ten month secretaries shall have an annual work year which includes up to two (2) weeks before school and one (1) week after school is in session, or as otherwise indicated on the individual job description. Ten month secretaries shall work the week of winter break.
5. The Administration of the School District will replace secretaries on leave of absence with substitute secretaries in accordance with the provisions of this contract.
6. A leave of absence without pay, for advanced study, may be granted by the District to a member of this Union upon application and approval by the Board of Education.
7. Training, including but not limited to computer training, shall be provided for secretaries. Where training is determined to be mandatory, secretaries shall be paid for training time.
8. The employer shall offer all summer work to permanent ten (10) month employees consistent with their seniority. Said employees shall be paid at their own current rate or the job they are performing, whichever is greater. Ten (10) month employees must submit their intention, in writing, to the Personnel Administrator by June 1st of each year. A list shall be established by the Personnel Office consisting of those ten (10) month secretaries who will be available for summer employment.
9. The Assistant Superintendent for Support Service may provide for additional secretarial help as necessary.



10. Secretaries that are temporarily reassigned by management/supervisory personnel, who work in the temporary position for eight (8) hours or more shall be paid at the higher job classification rate. Any such temporary assignment shall be reduced to writing before individual assumes added responsibilities.

11. Elementary school student population shall constitute the following secretarial employees:

0	-	475	= 1
476	-	675	= 1-1/2
676	+		= 2

Adjustments in secretarial staffing shall be made each year on the basis of the official fall enrollment count report submitted to the State of Michigan.

12. The Board of Education agrees that the creation of the Exempt positions under the terms of this agreement will not result in a reduction in the number of Level I positions in Division S.

#### ARTICLE 78 NO STRIKE CLAUSE

The parties agree that during the term of this agreement the Union shall not engage in a work stoppage, slowdown or strike. The Board agrees that it will not lock out the Union during the term of this agreement.

#### ARTICLE 79 CONTRACT TERMS

1. This Agreement shall remain in full force and effect from July 1, 2007 through June 30, 2010. This Agreement will contain a wage schedule in effect for the 2007-2008, 2008-2009, 2009-2010-school years. Between the 1st day of January and 31st day of January 2010, either party shall notify the other in writing of their desire to amend the Agreement and then negotiate the same in good faith.

2. If no such notice is given, this contract shall continue in full force and effect from year to year thereafter unless written notice is given by either party on or before January 1st of each year thereafter, requesting that the Agreement or sections thereof be renegotiated. The notice shall contain the sections to be negotiated and the proposed changes desired by either party.

3. If any provision of this Agreement or the application thereof to any person or circumstances is held illegal by a Court of competent jurisdiction, the remainder of the Agreement and the application thereof to other persons and circumstances shall not be affected

thereby. It is hereby declared to be the intent of the parties hereto that this Agreement would have been entered into had such invalid provisions not been included herein.

4. Past Practices:

There are no understandings or agreements or past practices which are binding on either the employer or the union other than the written agreements enumerated or referred to in this agreement. No further agreement shall be binding on either the employer or the union until it has been put in writing and signed by both the employer and the union as either an amendment to this agreement or a letter of understanding signed by both parties.

Arbitration awards, where the issue has not been specifically dealt with by language in this agreement, shall be exempt from this provision.


5. The SEIU's insurance coverage as set forth in Articles 48-Dental, 49-Hospitalization, and 52-Vision of the contract shall be subject, as well as the wage proposal in Article 64-Salary will be subject to the following proviso: If any other Taylor School District bargaining unit receives any improvements in wages and benefits covered in Article 48, 49, 52 and 64 of this contract, the SEIU contract will be modified to incorporate the improvements.

**NEGOTIATION COMMITTEE**

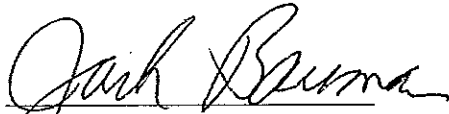
**BOARD OF EDUCATION FOR  
TAYLOR SCHOOL DISTRICT**



**James C. Lakatos  
President**



**Linda Newsome  
Secretary**



**Jack Bauman  
Interim Exec. Dir. HR/LR**

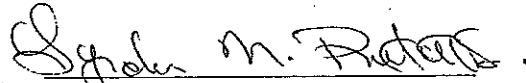


**Richard Kunzi  
Principal**

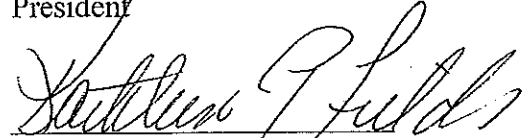


**Gary Neblett  
Director Facilities/Operations**

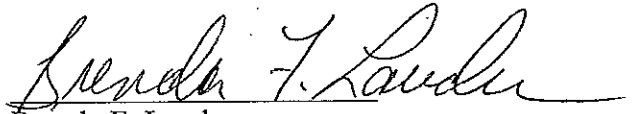
**LOCAL 26-M -DIVISION OF SEIU  
LOCAL 517**



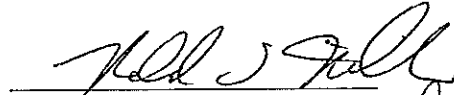
**Linda M. Roberts  
President**



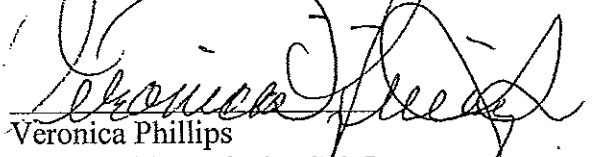
**Kathleen P. Fields  
Vice President**



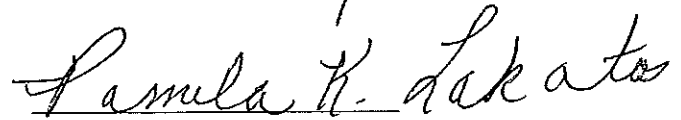
**Brenda F. Lauder  
Secretary/Treasurer**



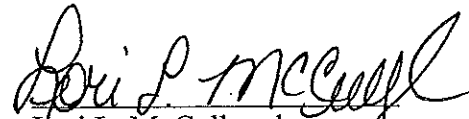
**Ronald Miller  
Vice President of Div. A & B**



**Veronica Phillips  
Vice President of Div. C & I**



**Pamela K. Lakatos  
Vice President of Div. G, H, J**



**Iori L. McCullough  
Vice President of Div. M & S**

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### Board of Education

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Kim J. Parrish.....Vice President  
Linda Newsome.....Secretary  
Deborah A. Stellini.....Treasurer  
Mary E. Moore.....Trustee  
Mary Rusnak.....Trustee  
Richard Dodge.....Trustee

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### Executive Board

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Kathie Fields.....Vice President  
Brenda Lauder.....Secretary/Treasurer  
Ronald Miller.....V.P. of Div A, B & D  
Veronica Phillips.....V. P. of Div C & I  
Pamela Lakatos.....V. P. of Div G, H, & J  
Lori McCullough .....V. P. of Div M & S