

ARTICLE 1 - MANAGEMENT

This AGREEMENT, is between the Board of Education of the Taylor School District (hereinafter referred to as the "Board"), and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, (hereinafter referred to as the "Union"), on behalf of its Local Union 8840.

The provisions of this Agreement shall become effective on June 13, 2005 and shall remain in effect through June 30, 2007.

ARTICLE 2 - MATTERS CONTRARY TO THE AGREEMENT

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.

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.

This Agreement supersedes any and all Contracts between the Taylor Board of Education and the United Steelworkers of American AFL-CIO-CLC on behalf of Local 8840.

ARTICLE 3 - PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and other conditions of employment to be strictly observed between the parties hereto and to provide procedure for prompt, equitable adjustment of grievances, to the end that economic relations shall be improved.

The parties recognize that the interest of the community and job security of the employees depends upon the employer's success in establishing a fair and proper service to the community for its tax dollar.

ARTICLE 4 - RECOGNITION

In accordance with The provisions of Act 176 of the Public Acts of 1939, as amended, and Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965; and pursuant to recognition granted the UNITED STEELWORKERS OF AMERICA by the Board of Education of Taylor, the Board recognizes the United Steelworkers of America as the sole and exclusive bargaining representative of its employees as being of supervisory status, as defined in this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment. There shall be no discrimination

interference, restraint, or coercion by the Board or any of its agents against any employee because of membership or activity in the Union.

This Agreement shall be deemed to be binding upon all employees in the bargaining unit and any employee or employees guilty of violation of this Agreement shall be subject to discipline under its terms.

It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to sex, race, color, religious creed or national origin. The representatives of the Union and the Board, in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Board of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure including arbitration, in accordance with this Agreement or adjust or settle the same.

The representatives of the Board and the Union shall continue to provide each other with such advance notice, as is reasonable under the circumstances, on all matters of importance in the administration of the terms of the labor Agreement including changes or innovations affecting the relations between the local parties.

ARTICLE 5 - OBJECTIVES

The objectives of this Union shall be:

1. To encourage the development of leadership abilities.
2. To provide for the exchange of buildings and grounds information.
3. To participate in the study of current building and ground conferences.

ARTICLE 6 - COLLECTIVE BARGAINING

The Board and the Union agree to bargain in good faith, collectively and orderly, any issue and to make every effort to reach a decision that is mutually agreeable to everyone concerned.

The Board of Education agrees to comply with the provisions of the Public Employment Relations Act (PERA) relative to the duty to bargain with members of the Union and its representatives. In the event a new job is established, the Administration and/or Board will negotiate with the Union with respect to conditions of employment, duties and responsibilities and rates of pay for the newly formed job.

ARTICLE 7 - UNION MEMBERSHIP

Each employee who, on the effective date of this Agreement is a member of the Union in good standing and each employee who becomes a member after that date shall, as a condition of employment, maintain his/his membership in the Union.

Each employee hired shall, as a condition of employment, beginning on the one hundred and eighty first (181) day following the beginning of such employment, or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union.

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 closed shop and dues deduction provision.

The foregoing provisions shall be effective in accordance with consistent with applicable Federal and State Law.

Probationary period for new full-time employees will be six (6) months.

ARTICLE 8 - CHECK OFF

The Board will check off monthly dues, assessments and initiation fees each as designated by the International Treasurer of the Union, as membership dues in the Union, on the basis of individually signed check-off authorization cards or forms agreed to by the Board and the Union.

At the time of employment, the Board will have each employee execute an authorization for the check-off union dues in the form agreed upon. A copy of such authorization card for check-off of union dues shall be forwarded to the financial secretary of the Local Union along with the membership application of such employee.

The Board for said employees shall deduct from the first pay of each month, the union dues for the preceding month and promptly remit the same to the International Treasurer of the Union.

The Board shall retain the name of an employee on the check-off list as long as such employee's name is retained on the payroll or reappears on the payroll for any reason. Anything in this article to the contrary notwithstanding, it is understood that the Board shall not be obligated to make any deduction from the wages of an employee unless and until such employee signs and submits to the Board the customary check-off authorization.

The Board will furnish the Local Union and the International Union, each month, a list of those employees for whom dues and initiation fees have been deducted. The list will indicate the

employee's name and social security number and the amount of dues and/or initiation fees deducted.

The Union shall furnish the Board a certification if its president or other qualified officer(s), showing the name and address of the International Treasurer of the Union to whom the amounts so deducted are to be remitted.

ARTICLE 9 - MANAGEMENT RIGHTS CLAUSE

The Board of Education reserves the sole right to administer the operations of the school system, including the day-to-day operation as required; 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 the 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 modifications 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:

1. 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;
2. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment tools to be purchased;
3. To determine the number, location and type of facilities and installations;
4. To determine the size of the work force and increase its size, subject to the limitations imposed by this Agreement;
5. To hire and lay off employees;
6. To direct the work force, assign work and determine the number of employees assigned to operations, subject to the limitations imposed by this Agreement;
7. 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 classification shall be the subject of collective bargaining;

8. To determine lunch, rest periods and clean-up times;
9. To discipline and discharge employees for just cause;
10. 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 10 - QUALIFICATIONS, DUTIES & RESPONSIBILITIES

The UNIT SUPERVISOR is the person to supervise a designated building(s) regarding the heating plant, the custodial services and the general maintenance of the building and grounds, and to perform routine maintenance. This also includes Floating Unit Supervisors.

The duties and responsibilities of the position shall include the following, by way of example, but not by way of limitations:

1. To direct and supervise the custodial and maintenance employees assigned to their direct supervision and to assign them duties and responsibilities in accordance with the applicable collective bargaining agreement and in accordance with the directives for the Board of Education, the administration and/or other supervisory personnel.
2. The evaluation and assessment of custodial personnel and maintenance personnel under direct supervision or as otherwise directed by administration. This responsibility shall include identification of deficiencies in performance and instruction and education on methods and means of improvement of such performance.
3. The assignment of and direction of substitute personnel including the call-in, assignment of work, evaluation of performance and the reporting of the evaluation to the appropriate administration personnel as directed. For the purposes of this article the, Director of Facilities/Operations and central office staff shall be construed as having the authority to direct unit supervisory personnel. Employees covered by this Agreement shall cooperate fully and completely with building administration (including principals) to ensure the efficient and functional operation of the facility in a clean and sanitary manner.
4. Maintain maintenance records and work hours of all non-certified personnel working in the area assigned to the Unit Supervisor and the reporting of the same to the appropriate administrative official, the Supervisor shall certify the accuracy of the time and attendance report by affixing his/her signature thereto.

5. Maintain a constant inventory of cleaning supplies, tools and repair parts, order appropriate inventory maintenance items, and report the loss and theft thereof as directed by appropriate administrative officials.
6. Maintain an inventory of light machines and equipment used in the cleaning and maintenance of the assigned facility; oversee and direct the timely and efficient repair and maintenance of such equipment and machines; maintain records of the use of such equipment and machine and a record of the individual using the equipment.
7. Inventory and tag all equipment, tools and other reusable machines and maintain said inventory on a monthly basis, immediately reporting all loss and/or theft of such equipment, tools or machines.
8. The Supervisor shall have total responsibility for the cleaning, maintenance and repair of the respective areas to which he/she is assigned. Therefore, the Supervisor shall walk each building during their respective working hours each day and shall submit daily reports concerning the condition and cleanliness of each facility. Such reports shall be submitted to the Director of Facilities/Operations Director.
9. At least once during each calendar month, the Supervisor shall inspect and report the condition of each of the following and in the event that an unsafe condition exists, shall direct the immediate repair of securing of the unsafe condition to prevent loss or injury to persons and property:
 - a. Building roofs
 - b. Building exteriors
 - c. Parking lots
 - d. Fence lines
 - e. Entrances and exits
 - f. Playgrounds and equipment
 - g. Athletic facilities
 - h. All mechanical apparatus in the buildings including boilers, fans, pumps, exhausts, and other mechanical equipment.
 - i. All other facilities and equipment needing regular inspection or as directed by the Administration.
10. Nothing in this provision shall excuse notification to the appropriate administrative official prior to the commencement of repair or replacement work.
11. The Supervisor shall submit a comprehensive report on a monthly basis detailing necessary repairs and maintenance of the facilities within his/her assigned area.

12. The Supervisor shall schedule and staff appropriate personnel to accommodate building use permits issued by the Administration and to direct the clean up of the facilities after such use in accordance with the direction of the Administration.
13. The Supervisor shall direct and schedule the removal of snow, the cutting of grass, and the preparation and maintenance of athletic facilities and the exterior of assigned facilities.
14. The Supervisor shall assist custodial and maintenance personnel in the carrying out of the duties and responsibilities of their respective positions.
15. The Supervisor shall pre-approve and recommend to the Administration the vacation schedule and the use of personal business days for the most efficient and economical use of such personnel. Such recommendations shall be in accordance with the collective bargaining agreement.
16. The Supervisor shall be responsible for the discipline of employees under their supervision in accordance with the terms and conditions of the respective collective bargaining agreements.

CONDITIONS OF EMPLOYMENT:

On and after the date of this Agreement, each Unit Supervisor shall be responsible for the following duties and responsibilities. Those employees failing to comply with the duties listed herein shall be subject to immediate discipline.

1. ALL NEW Unit Supervisors will be considered as probationary Unit Supervisors until they have completed one hundred and eighty (180) days of service.
2. Responsible for the proper care and maintenance of buildings and grounds.
3. Maintain standards of cleanliness, sanitation, and safety in the assigned building(s). Supervise and direct the building maintenance and custodial personnel under direction of maintenance, maintain a record of all building custodial/maintenance operations, hours and absenteeism.
4. Responsible for the proper maintenance of the boilers and boiler rooms, fan rooms and all other items pertaining to heating and utilities.
5. Supervise the maintenance of all sidewalks, entrance ways, etc., so they are kept in a safe condition at all times of the year including the removal of snow.
6. Responsible to answer building emergencies, including burglar alarms and weekend break-in calls.

7. Assist in conducting and maintaining work and time studies for all building stations in the custodial and maintenance service to the building.
8. Responsible for the requisitioning of all maintenance supplies and equipment, inventory of supplies and equipment, required reports, evaluation of new employees, training of new employees, payroll time sheets, vacation schedules and all other items pertaining to the custodial and maintenance operations of the building.
9. Each Unit Supervisor shall comply with the provisions of Article 10 which contains a specific position description.
10. Supervisors shall perform such other duties as may be assigned by the Director of Facilities/Operations. It is the specific intent of this article that the Unit Supervisors shall be subject to the direction of the Director of Facilities/Operations Director, and shall work in cooperation with the building principals.
11. The employee shall be subject to assignment of additional duties and responsibilities as shall from time to time be necessary.

ARTICLE 11 - BASIC CONDITIONS

1. The position of the "Unit Supervisor" shall be a salaried position in accordance with the salary schedule included in this Agreement.
2. Employees shall be paid on a bi-weekly basis.
3. The Union must have two (2) active representatives to sit in on the scheduling of holidays within the school calendar for Unit Supervisors.
4. The employees called to jury duty shall be compensated the difference between jury duty pay and the Union employee's regular pay for each day the employee reports for and performs jury duty.
5. Any Union employee being called in for reprimand by his/her immediate Supervisor shall be so notified to this intent and has the right to have Union representation in attendance at the same time.
6. Any employee who leaves the employment of the School District because of voluntary resignation, death, layoff or discharge, will be entitled to payment of vacation pay on a prorated basis.
7. Severance pay and vacation pay shall be paid to the employee's estate or to next of kin as prescribed by the probate court in case of death of an employee.

8. The Director of Facilities/Operations shall provide each Unit Supervisor a copy of all notices pertaining to changes or modifications in the maintenance program of all schools.
9. Criminal Assault - Any case of criminal assault upon an employee while on the job shall be promptly reported to the proper police authorities and the Administration by the employee.
10. Special meetings for important matters will be arranged between the Local Union President and the employer by mutual agreement of both parties.
11. Minutes of School Board Meetings shall be supplied to the Local Union president and the International representative within five (5) days after official approval.
12. Copies of posted agenda for all regular and special School Board meetings shall be given to the Local Union president.
13. Reimbursement for required license fees shall be payable to each Unit Supervisor upon renewal of said license. In order to be reimbursed for Boiler License Fees, Unit Supervisors must submit copy of renewed license to the Maintenance Department within thirty (30) days after expiration dates.
14. Postings - Copies of postings of vacancies within the School District shall be forwarded to the Secretary of Local 8840. Copies of applications will be available at the Board Office.
15. Unit Supervisors shall report to and perform such duties as assigned by the Director of Facilities/Operations

ARTICLE 12 - SALARY SCHEDULE

For the year **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 2 years prior fiscal year shall be added to the pay scale to determine the new pay scale for those years.

Example: For **2004/2005** 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.

2004-2005

The formula generated a 1.16% salary increase. This increase will be added to the pay scale for each of the salary steps.

2005-2006

The formula will generate a 1.15% salary increase. This increase will be added to the pay scale for each of the salary steps.

2006-2007

The salary formula will be used to determine the salary increase. However in no event shall the percentage increase for the salary schedule be less than one percent (1%) or more than three percent (3%) for the 2006-07 school year.

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.

EXTRA DUTY PAY

The Taylor School District acknowledges that there may be occasions where supervisors may be called upon to work over and above what would normally be considered to be the scope of work to be performed by a salaried employee. Such occasions may occur during periods of vacation, scheduled break periods, and other situations as determined by the administration. Upon approval of the administration, the supervisor shall be compensated at a rate of \$30.00 per hour of approved time for the 1997-98 school year, and thirty-five (35) dollars per hour of approved time for the 1998-99 school year and thereafter. Supervisors shall also have the alternative of electing comp time on an hour for hour basis in lieu of the hourly rate.

The Responsibility of the Unit Supervisor shall include the following, by way of example, but not by way of limitation:

1. Prior Approval
 - a. The Unit Supervisor will be responsible for submitting a legible Permit to the Director of Facilities/Operations, with a Building Map
 - b. Extra Duty Pay
 - c. If the Unit Supervisor
 - d. It is the responsibility of each

2. Additional Work Performed
 - a. The Unit Supervisor....extra time worked to the Director of Facilities/Operations...
 - b. The Taylor School District

MILEAGE ALLOWANCE

Mileage reimbursement for school business shall be paid based on the approved IRS rate.

ORGANIZATION OF UNIT SUPERVISORS

- JOB NO. 1. Kennedy/Board Office
- JOB NO. 2. Truman/PRC/Food Service
- JOB NO. 3. TC/Annex/CC/Transportation
- JOB NO. 4. West/Kinyon
- JOB NO. 5. Brake/McDowell
- JOB NO. 6. Hoover/Treadwell
- JOB NO. 7. Moody/Johnson
- JOB NO. 8. Taylor Parks/Racho
- JOB NO. 9. Randall/Wareing
- JOB NO. 10. Holland/Fischer
- JOB NO. 11. Myers/Eureka Heights
- JOB NO. 12. Floater
- JOB NO. 13. Afternoon/Midnight Supervisor
- JOB NO. 14. Afternoon/Midnight Supervisor

LEVEL I: Positions: 1, 2, 3,

LEVEL II: Positions: 4, 5, 6, 11, 12, 13, 14

LEVEL III: Positions: 7, 8, 9, 10

The District reserves the right to change position number three (3) from a Level I to a Level II should the TC facility be leased out, and the responsibility for the pool and grounds be removed from this position.

LONGEVITY:

All Unit Supervisors shall be entitled to longevity. Unit Supervisors with more than fifteen years of service in the Taylor School District shall receive an annual longevity payment equal to one-half of one percent of their annual base salary. Such percentage shall be cumulative, and each Unit Supervisor shall be paid the accumulation of one-half of one percent times their years of service (over fifteen) in the Taylor School District to a maximum of seven and one-half percent (7 ½%) reached in fifteen years.

ARTICLE 13 - GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee in the bargaining unit that:

1. There has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, or,
2. Except that the term "grievance" shall not apply to any matter in which:
 - a. The Board of Education is without authority to act.
 - b. At grievance hearings held during regular working hours, the Union/grievant shall not be represented by more than two (2) Union officers.

Any grievance shall be filed within five (5) working days of the alleged violation and shall be handled as follows:

STEP 1: (VERBAL):

An employee with a problem shall first discuss the matter with his/her immediate Supervisor or designee. The employee shall be accompanied by the Union grievance chairman with the objective of resolving the matter informally.

STEP 2:

In the event that the matter is not settled informally, the grievant shall present his or her grievance in writing to the Director of Facilities/Operations. The Director shall issue his/her decision in writing to the Union Grievance Committee within five (5) working days.

STEP 3:

If the grievance cannot be resolved by the decision of the Director of Facilities/Operations, the Union Grievance Committee or the grievant shall have the right to

submit the grievance to the Personnel Administrator within five (5) days of the date of the decision or the date that the decision was due.

The Personnel Administrator shall consider, review and determine the merits of the grievance and issue his/her decision in writing within ten (10) days of the date the grievance was submitted to his/her step of the procedure. In the event that the Personnel Administrator shall fail to answer the grievance within the time allotted, the grievance committee or the grievant shall have the right to move the grievance to the next step of the procedure.

If the grievance is not resolved at Step 3 of the procedure, a meeting will be held between the International Union Representative and the Superintendent and his/her designee for the purpose of attempting to resolve the grievance. If the grievance is not resolved within fifteen (15) days from the rejection at step 3, the Union may move the grievance to Step 4 of the procedure.

Nothing in this Agreement will be construed to prevent the parties from extending the deadlines provided for herein, or from requesting special conferences for the purpose of resolving such grievances.

STEP 4:

In the event that the Union Grievance Committee is dissatisfied with the response of the Personnel Administrator, they may file a Demand for Arbitration with the Federal Mediation and the Conciliation Service or the American Arbitration Association, together with a copy of the Personnel Administrator, within ten (10) days of the date the response was delivered to the Union Grievance Committee or the day such response was due.

In the event that a Demand for Arbitration is filed, the Personnel Administrator and/or the Union shall have the right to call a special conference with the Union to review the grievance for the purpose of seeking a resolution thereof.

CONDITIONS OF ARBITRATION:

1. The arbitrator shall have no right to add to, subtract from, or otherwise modify the specific and express terms of this Agreement.
2. The cost of the arbitrator shall be borne fifty percent (50%) by the losing party and fifty percent (50%) by the winning party. The cost of witnesses, including lost wages shall be borne by the party calling said witness.
3. The decision of the arbitrator shall be based upon substantial, material and competent evidence on the whole record, and shall be final and binding on all parties to the Arbitration.
4. No grievance concerning wages or any other economic benefit will be considered for a period of more than one-hundred eighty(180) calendar days prior to the

filing of the written grievance, in accordance with the procedure set forth herein. In the event that the employee owes the District money, the Board of Education shall have the right to deduct such monies from the employee's pay. No claim against an employee/employer 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.

5. In the event that the Board or its designees shall fail to respond to a grievance within the limits specified in this Agreement, the grievant and/or the Union Grievance Committee shall have the right to take the grievance to the next step of the procedure within the time limits specified. In the event that the Union shall fail to move the grievance to the next step of the grievance procedure within the time limits specified herein, the grievance shall be deemed settled on the basis of the last grievance response submitted to the Union.

DISCHARGE AND DEMOTION PROCEDURE:

1. An employee shall only be discharged or disciplined for reasonable and just cause and the reasons for such discharge or discipline shall be given to the employee in writing, signed by the person making the charge. The charges shall be filed with the Superintendent or his/her assistant. Grievances arising out of such discharge shall move immediately to the International step of the grievance procedure and shall be processed within ten (10) working days. If not settled at this step, the Union and/or the Board may request Arbitration in accordance with the provisions of Article 13, Step 4. The Superintendent and/or his/her designee may suspend the accused employee from active performance of duty without pay until a decision is rendered. Insurance benefits will remain in effect until a decision is rendered. If the employee is found not guilty of the charges, he/she shall be reinstated with full back pay for all lost time. (In the event of Arbitration, the arbitrator's decision shall be final.)
2. 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.
 - b. The employee may be accompanied by a Union representative.
 - c. Both employee and the persons filing charges may be represented by Counsel.

ARTICLE 14 - GUARANTEED EMPLOYMENT

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

Any employee, whose services are terminated because of necessary reduction in personnel, shall be notified at least ten (10) calendar days in advance, in writing, by the direction of the Board.

1. Any member of Division A of 26M - Division of SEIU Local 517M who applies and is appointed to a position in 8840 after July 1, 1986 shall have his/her seniority frozen as of the date he/she is appointed to a position in 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 26M - Division of SEIU Local 517M, assuming the laid off individual shall possess the necessary qualifications for the position. If no open position is available, the displaced individual may exercise his/her frozen seniority in 26M - Division of SEIU Local 517M to displace the least senior employee in SEIU Local 26M - Division of SEIU Local 517M if his/her seniority is greater and he/she possesses the qualifications for the position. He/she will work in classification of least senior employee in Division A with an open position with frozen 26M - Division of SEIU Local 517M, Division A seniority.
3. During the terms of this Agreement there shall be no subcontracting of any bargaining unit work.

ARTICLE 15 - PROMOTION AND RETURN PROVISION

Any member of this bargaining unit promoted to a permanent administrative position shall have his/her bidding seniority frozen at the time of advancement. The advancing member shall have ninety (90) days in which he/she shall be allowed to utilize such period as a probationary period. After ninety (90) days the above mentioned member must be withdrawn from this bargaining unit.

Any member of this bargaining unit promoted to a temporary administrative position will pay union dues to accrue his/her bidding seniority until the time the position becomes permanent, not to exceed ninety (90) days. After ninety (90) days, the above mentioned member's bidding seniority will be frozen. If the temporary administrative member refused to pay dues, then his/her return coverage becomes null and void and all bidding seniority will be denied.

An employee promoted out of the bargaining unit shall not return to his/her former position unless there is a position available for the individual to return to.

ARTICLE 16 - REDUCTION AND RECALL PROCEDURE

In the event of reduction of personnel, the last employee hired shall be the first person released. Any position being refilled shall begin with the most recently released.

Employees being recalled shall be notified by certified letter. A copy of said notice shall be given to the Union president. Said employee may have up to five (5) working days to decide if he/she desires to return to work. If upon recall, employee does not wish to return, a letter of termination shall be sent to employee and a copy to Local 8840.

ARTICLE 17 - RESIGNATION

No employee shall discontinue his/her services with the Board (except by mutual consent) without giving written notice to the Board at least ten (10) working days before the termination of services. Failure to give notice as required by the terms of this section shall result in the loss of ten (10) days of pay.

ARTICLE 18 - SEVERANCE PAY

Any Union employee who leaves the employment of the Taylor School District because of voluntary retirement, resignation, death, or layoff without right of recall will be entitled to severance pay providing the following conditions are met:

1. Severance pay of 100% of accumulated sick days shall be allowed for 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 50% of accumulated sick days shall be allowed for personnel leaving the system for any reason except discharge for cause after ten (10) years of 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 who has ten (10) years of service in the District.
5. In the event of death of an employee entitled to severance pay, the amount under the schedule shall be payable to the deceased employee's widow/widower, surviving husband/wife, or estate.
6. Sick days, for purpose of severance pay, shall be capped at the number of days in employee's bank as of June 30, 1984. Employees shall have the right to maintain a minimum of sixty (60) days in his/her bank.

7. Payment for severance pay out will be capped at the individual's hourly rate or 8% adjustment to the 1989-90 wage schedule, whichever is greater, effective July 1, 1990.

ARTICLE 19 - RETIREMENT

Any member of Local 8840 who is eligible for retirement under the Michigan Public Employee's Retirement System shall have fifty percent (50%) of his/her armed forces service time purchased by the School District, upon request of employee at the time the employee becomes eligible for retirement under the rules and regulations of the Michigan Public Employee's Retirement System.

Employees with a seniority date of July 1, 1995 or after shall not enjoy the benefits of this article.

ARTICLE 20 - PERSONNEL FILES

1. No material derogatory to a Union member's conduct, service, character or personality shall be placed in any file unless the employee has had an opportunity to read the material. The person shall acknowledge that he/she has read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not indicate agreement with the contents.
2. Union members shall have the opportunity to review such material with his/her immediate Supervisor.
3. The Union employee(s), upon written request, shall be permitted to make a true copy of whatever is in his/her file.
4. The Union employee(s) shall have the right to answer any material filed and the answer shall be attached to the file copy.

ARTICLE 21- JOB ASSIGNMENTS

Assignment and transfer shall be at the sole discretion of the Superintendent and/or his/her designee. Assignments shall be based on job skills, available work and ability to perform needed tasks. Assignments shall be in the best interest of the School District and shall reflect economic efficiencies, and shall maximize the use of the District's available manpower.

ARTICLE 22 - JOB VACANCIES

1. All vacant positions within the bargaining unit which are to be filed shall be posted for three (3) working days. All members of the bargaining unit may apply for position vacancies. Vacancies shall be filed as determined by the District. Upon questions of qualifications, the District retains the sole and exclusive right to determine the competence of any applicant. If qualifications are determined to be equal of two (2) or more applicants, seniority of applicants shall prevail.
2. The District agrees that should it become necessary during the term of this Agreement for a bargaining unit member to receive certification to meet local, state, or federal regulations to operate a building, the District will pay the cost thereof.

ARTICLE 23 - JOB UPGRADING/IN-SERVICE

An employee in Local 8840 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, employee shall be reimbursed at a rate of \$20.00 per credit hour earned.

ARTICLE 24 - SAFETY AND HEALTH COMMITTEE

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 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 during the normal hours of their employment.

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.

ARTICLE 25 - LEAVES OF ABSENCE

PERSONAL LEAVE:

1. Any employee covered under this Contract requesting Personal Leave of Absence shall make application on a form provided for that purpose to his/her immediate Supervisor. This immediate Supervisor shall discuss such application with the Superintendent of Schools.

2. Personal Leave may be granted for a period not to exceed thirty (30) calendar days by approval of the Superintendent of Schools. The application shall be submitted at least seven (7) days in advance of the effective date of the leave.
3. Personal Leave beyond thirty (30) calendar days must be approved by the Board of Education. The application shall be submitted at least thirty (30) days in advance of the effective date of leave.
4. Personal Leave shall not be approved to work or seek another employment.
5. Employees on a Personal Leave of Absence shall receive no benefits, earn no seniority, sick leave, vacation leave or other benefits provided by the collective bargaining agreement.

GENERAL LEAVE:

1. Employees with five (5) or more years of service in the Taylor School District shall be granted a leave upon request for one (1) year.
2. 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/time away. The employee shall receive no benefits provided by the collective bargaining during the course of the leave of absence including insurance coverage's, sick leave and vacation benefits, and other benefits provided by this Agreement.
3. No more than two (2%) of the employees will be allowed a General Leave each year.
4. This leave will be for one (1) full year. However, after six (6) months, employee upon written request may ask to meet with Management and Local 8840 to discuss his/her return before one year is up.
5. An employee on a General Leave of Absence shall return to an available position. If no position is available, the employee shall be called back to the first position available for which he/she is qualified.

UNION BUSINESS:

Leave may be granted to Union Officers for Union Business, pay to be subject to the approval of the Superintendent or designee.

PHYSICAL OR MENTAL ILLNESS LEAVE:

1. Extended leave may be granted to all employees covered by this Contract upon recommendation of the Superintendent of Schools and approval of the Board.

2. Such leave for mental reasons may be extended annually for a period not to exceed two (2) years.
3. Said person, upon return, shall present to the Board of Education a statement of satisfactory health by a qualified examining physician designated by the Board.
4. Request for such leave must be in writing, and results of said requests shall be in the minutes of a School Board meeting.

MILITARY LEAVE:

1. All employees being drafted for military service will be granted a Military Leave of Absence.
2. Employees affected by this leave may return to the System within six (6) months after their release from military service with an honorable discharge and be eligible for placement in the same wage bracket which they would have attained during their leave without loss in seniority.

PARENTAL LEAVE:

The employee shall, upon written request, be granted on one or both of the following leaves of absence:

1. **Medical Disability Leave** - for the purpose of childbearing shall be granted for the period of time needed to cover the temporary medical disability. The leave shall begin when the employee and her doctor determine that she is not physically able to continue her duties. Leave granted for the purpose of childbearing and/or other pregnancy related disabilities shall include the accrual of seniority, insurance benefits, including personal sick leave benefits, and other benefits as applied to other temporary medical disabilities. The employee shall resume her position as soon as she and her doctor agree that she is physically qualified to do so.
2. **Parental Leave Without Pay** - 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 one (1) year. If the employee is on 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. 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 are considered tentative and may be revised.

3. **Family Medical Leave Act** - The Board of Education shall comply fully with all of the provisions of the Family Medical Leave Act, upon application by the employee. Family Medical Leave shall be taken before any other leave provided for in this Agreement, but can be coupled with other leaves to provide compensation provided for in other leaves.
4. **Limitations on Leaves of Absence** - Leaves of absence shall be limited to a period of not to exceed one (1) year. Employees shall work a minimum of one year 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 shall not apply to medical or military leaves of absence, or where in conflict with state and federal law.

Employees returning from a leave of absence must give a ten (10) day written notice prior to their return to work.

ARTICLE 26 - UNION RELEASE TIME

Union release time, with full pay, shall be limited to Local 8840 Executive Officers to attend Union related conferences, seminars, workshops, etc., in accordance with past practice, provided however that not more than **three (3)** Executive Officers may attend Union related conferences, seminars, workshops, etc., at any one time. Further provided, in unusual circumstances, more than **three (3)** Union Officers may be released. All release time(s) under this provision are subject to prior District approval.

For LM2 conferences only, three (3) Union Officers may be released.

ARTICLE 27 - INSURANCE

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.

8840 agrees to the District's proposed change regarding transferring the contracts to Blue Cross Blue Shield Community Blue #1a as long insurance coverage is equal to or better than the current Blue Cross Blue Shield PPO.

8840 agrees to replace HAP with the Blue Cross Blue Shield Point of Service as a second choice for health insurance.

Pharma Care Prescription Coverage:

8840 agrees to accept the increase of current co-pay from \$2.00 to \$5.00 generic and \$10.00 brand if no generic is available or the Doctor insists on the brand name the co-pay will be \$5.00. Employees will use the mail order after two new consecutive refills. 8840 agrees to mail in for maintenance prescription not episodic prescriptions.

The cash option will be changed from \$80.00 to \$160.00

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 \$125/month to receive coverage under the TSD health plan. If health insurance is available but not a health insurance benefit (no portion paid by employer or employer organization) the TSD will not require the \$125/month spousal fee. The order of coverage will follow the legal and industry guidelines. This spousal fee will not apply to any Taylor School District employee who has dual TSD health coverage (both husband and wife 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.

8840 agrees to accept the flexible spending proposal. 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.

8840 agrees to accept the Dental proposal.

No bargaining unit will have healthcare insurance offered to them that is considered superior to what is offered 8840.

LIFE:

All full time permanent employees shall be furnished with life insurance of \$50,000 of Group Life and \$100,000 AD&D Coverage. Members retiring from the bargaining unit shall have the right to convert such policies subject to the terms of the master policy.

The Board of Education reserves the right to change insurance carriers and third party administrator for disability 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.

LONG TERM DISABILITY:

Every full time member of bargaining unit will be provided with long term disability coverage. The level of coverage will be sixty percent (60%) of salary up to a maximum benefit of Five Thousand Dollars (\$5,000.00) per month, with a one hundred and eighty (180) day waiting period. All benefits are subject to the provisions contained in the disability contract. This benefit will not take effect until after the ratification of this Agreement.

The Board of Education reserves the right to change insurance carriers and third party administrator for disability 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.

VISION:

All full time permanent employees shall be furnished with vision care insurance, as outlined herein.

The Board of Education reserves the right to change insurance carriers and third party administrator for vision 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.

Family Optical Plan:

Eye examinations to assess visual acuity once in any twenty-four (24) month period.

Eyeglass frames and lenses and/or multiple contact lenses to correct visual acuity once in an twenty-four (24) month period.

Maximum allowable expense shall include a combination of exam, lenses, frames or contact lenses:

- Single Vision Benefit \$160.00
- Bifocal Vision Benefit \$190.00
- Trifocal Vision Benefit \$200.00
- Lenticular Vision Benefit \$235.00

This benefit shall be effective the later of ratification of the agreement of July 1, 1998.

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 Unit Supervisor that reports to his/her work station or position shall receive compensatory time equal to the actual time worked during that period.

The Unit Supervisor shall be allowed to take this time when school is not in session. Any Unit Supervisor who does not report to work shall receive full pay.

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.

Death in the Immediate Family Shall Include:

- | | | |
|---|--------------------|--------------------------|
| Father | Mother-in-Law | Foster Parents |
| Mother | Father-in-Law | Grandparents |
| Sister | Brother-in-Law | Grandchildren |
| Brother | Sister-in-Law | Legal Guardians |
| Son-in-Law | Daughter-in-Law | Child |
| Step Relatives | Wards of the Court | Spouse(As limited above) |
| Spouse's Grandparents | | |
| Dependents prescribed by I.R.S. for tax purpose | | |

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.

ARTICLE 30 - PERSONAL BUSINESS DAYS

Five (5) personal business days per contract year shall be allowed for urgent, necessary personal business which cannot be transacted at any other time. Personal Business days are to be deducted from sick bank.

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

ARTICLE 31 - SICK DAYS

All Unit Supervisors shall be allowed sixteen (16) sick days per year.

Employees using three or more sick days during the period of November 15 through November 30, or five (5) days prior to, or five (5) days subsequent from the Christmas and/or Easter recess may be required to provide proper medical evidence, or have received prior District approval, depending on the case for their absences.

Exceptions to this provision may be made in emergency situations.

ARTICLE 32 - HOLIDAYS

Employees shall receive twenty-one (21) paid holidays.

An employee will not receive pay for a holiday(s) unless the employee has worked on their last scheduled working day prior to, and also has worked on his/her next scheduled working day after such holiday, unless he/she presents to the head of his/her department or Supervisor a reasonable excuse for his/her failure to do so. Such excuse must be supported by satisfactory proof, if requested by the District.

ARTICLE 33 - VACATIONS

1. All full time twelve (12) month employees shall be entitled to ten (10) days vacation with full pay annually. Any employee hired on a full time, 12 month basis, but who worked less than ten (10) months his/her first year, shall be entitled to one (1) day's vacation for each full calendar month of employment.
2. After five (5) year's seniority, each employee shall receive three (3) week's vacation.
3. After ten (10) year's seniority, each employee shall receive four (4) week's vacation.
4. After fifteen (15) years seniority, each employee shall receive five (5) week's vacation.

5. No more than three (3) consecutive weeks may be taken during the period that school is in session. Vacation time shall not be taken during the week that school ends or the week before the school year begins in September. Vacation time shall be scheduled by mutual agreement with the Director of Facilities/Operations. Up to 10 vacation days **may** be carried over from year to year, upon request to the Personnel office.
6. Any employee who leaves the employment of the Taylor School District because of voluntary resignation, death, lay-off, or discharge will be entitled to payment of vacation days at his/her regular rate of pay, based on the following provisions:
 - a. **TO QUALIFY:** Said employee must have worked one (1) school year based on September 9 of one year through June 20 of the following year.
 - b. The rate of vacation days for employees leaving the system will be as follows: If 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 July 1.
 - c. Employees with five (5) or more years of seniority, said employee must work six (6) months or more from July 1, and it shall be 1/12 times ten (10) vacation days plus whatever employee would have in the vacation bank.
5. System-wide seniority shall be used when calculating vacation days.

ARTICLE 34 - PERSONAL PROPERTY DAMAGE

The Board of Education will reimburse a Unit Supervisor up to \$250 per year for loss or damage or destruction, while on duty, of personal property of a kind normally worn or brought to school, when the Unit Supervisor has not been negligent, to the extent that such a loss is not covered by insurance, it being the specific intent of this provision that the employee shall submit the claim to his insurance company first for payment. The term "personal property" shall not include cash. The terms "loss," "damage," and "destruction" shall not cover the effects of normal wear and tear and use.

ARTICLE 35 - WORKERS' COMPENSATION

The applicable contract language relative to the extent of such benefits, including 100% Worker's Compensation, shall be based upon the data 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 (2) week period, without overtime.

ARTICLE 36 - NO STRIKE CLAUSE

Local 8840 agree that during the life of this Contract, it shall not strike. The Taylor School District agrees that it shall not lock out the employee membership of Local 8840 during the life of this Contract.

ARTICLE 37 - CONTRACT TERMS

1. The Board of Education and the United Steelworkers of America, upon mutual agreement, may during any year of the Contract, reopen the Contract to negotiate language changes in Contract but not to lower any economical agreements that are in effect for the duration of this Contract.
2. This Agreement shall remain in full force and effect through June 30, **2007**, unless mutually agreed upon by the parties.

ARTICLE 38 - DEFINITIONS

1. The term "EMPLOYEE" shall include all Unit Supervisory employees covered by this Contract as defined herein.
2. The term "BOARD" shall mean the Taylor School District Board of Education, the Superintendent of Schools, or his/her respective designees.
3. The term "UNION" shall mean the sole and exclusive bargaining representative of all Unit Supervisory employees.
4. The word "DEMOTE" shall mean to reduce compensation or to transfer to a position carrying a lower wage or change in primary responsibility.
5. The term "YEAR" shall be the school fiscal year (July 1 to June 30).
6. The term "DAY" shall mean "working day."
7. The term "SUPERINTENDENT" shall mean the person responsible for the entire school system as outlined in the Michigan Compiled Laws, Section 340.119.
8. The terms "DIRECTOR of FACILITIES/OPERATIONS" AND/OR DESIGNEE refer to those persons who supervise the various divisions of maintenance, and oversee the condition of buildings and grounds.

9. The term "UNIT SUPERVISOR" is the person assigned to both supervise and be responsible for designated building(s) regarding the heating plant, the custodial services, and the general maintenance of the building and grounds. This includes FLOATING UNIT SUPERVISOR.
10. The term "IMMEDIATE FAMILY" shall include father, mother, brother, sister, child, spouse, mother and father-in-law, brother and 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 the I.R.S. for tax purposes.
11. The term "SENIORITY" shall mean system-wide seniority and shall be counted as years of uninterrupted service in the School District for application for Contract benefits.
12. The term "8840 SENIORITY" shall mean number of years as a Unit Supervisor.
13. The term "TEMPORARY UNIT SUPERVISOR" shall mean the person who is acting in the absence of a permanent Unit Supervisor.

MEMO OF UNDERSTANDING
FACILITY EVALUATIONS

1. The District will establish standards for the maintaining of building and grounds. The District will meet and discuss with the union the establishing of the criteria for the standards.
2. Each building shall have established its own set of standards.
3. Standards shall include (but not be limited to) such areas as follows: doors, windows, painted areas, electrical, plumbing, roofs, playgrounds, athletic facilities and fields, parking lots, grounds, preventive maintenance programs, safety equipment and issues, availability of required posted information (such as Right to Know, MSDS, OSHA, Asbestos, etc.), ceiling tiles, ceiling vent, etc.
4. Each site shall be evaluated by the District twice annually, once around the beginning of school and once around the beginning of second semester. Supervisors shall have not more than thirty (30) days from the original date of evaluation to address outstanding issues.
5. An incentive payment of \$1000 shall be made to the appropriate supervisor upon the satisfactory completion of the evaluation.
6. Supervisors not directly assigned to a facility shall be evaluated on criteria as determined by The District. Such areas may include (but not be limited to)

preventive maintenance issues, crew assignments, inspections, alarm calls and security issues, etc.

TAYLOR BOARD OF EDUCATION NEGOTIATION COMMITTEE

Howard Schwager
Bruce Donaldson
John Gierak

Asst. Supt. for HR and Labor Relations
Director of Facilities/Operations
Attorney, *Clark Hill, PLC*

LOCAL 8840, AFL-CIO-CLC, NEGOTIATION COMMITTEE

Larry T. McKeown
Joel Nedzlek

President
Treasurer

SIGNED AND SEALED THIS 13 DAY OF June, 2005.

TAYLOR SCHOOL DISTRICT
BOARD OF EDUCATION

President

Secretary

Asst. Supt. for HR & Labor Relations

Director of Facilities/Operations

UNITED STEELWORKERS OF
AMERICA AFL-CIO-CLC

International President

International Secretary/Treasurer

Int'l Vice-President (Administration)

Int'l Vice-President (Human Affairs)

District Director

Staff Representative

LOCAL UNION COMMITTEE

Staff Administrator

President, L.U. 8840 USWA

Vice-President, L.U. 8840 USWA

Treasurer, L.U. 8840 USWA

Recording Sec'y, L.U. 8840 USWA

Financial Sec'y, L.U. 8840 USWA

Committee Person

Committee Person

Committee Person