

2006-2008



SAGINAW

PUBLIC

SCHOOLS

SECRETARIES

AGREEMENT

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Saginaw, Michigan



**SCHOOL DISTRICT OF THE CITY OF SAGINAW  
AGREEMENT BETWEEN  
THE SAGINAW BOARD OF EDUCATION  
AND THE  
SAGINAW PUBLIC SCHOOLS SECRETARIES' ASSOCIATION**

**2006 - 2008**

**SAGINAW, MICHIGAN**

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## AGREEMENT STATEMENT

THIS AGREEMENT made and entered into this sixth day of September, 2006, by and between the Board of Education of the City of Saginaw, hereinafter referred to as the "Board" and the Saginaw Public Schools Secretaries' Association, hereinafter referred to as the "Association."

### ARTICLE I - RECOGNITION

In accordance with Act 176 of the Public Acts of 1939, as amended, the Board hereby recognizes the Association as the exclusive bargaining representative for all full-time and regular part-time secretarial-clerical employees employed by the Board EXCLUDING: Temporary employees, supervisors, and confidential employees as defined in the Act. Unless otherwise indicated, the term "employee" or "secretary" when used in this Agreement will refer to all employees in the bargaining unit.

### ARTICLE II - RIGHTS OF SECRETARIES

SECTION A. Secretaries shall have the right to hold meetings in school buildings without charge, subject to the Board of Education policies and regulations concerning application for use, etc. This applies except in the event of a strike. Said meetings will not be held during working hours of employee participants, unless special permission is given by the Superintendent of Schools or his or her designee.

#### SECTION B.

1. Secretaries shall be permitted the reasonable use of inter-office and inter-building mail for communication and may, at the discretion of the Superintendent/Designee, have notices placed in bulletins issued from the Administration Building.
2. Copies of all secretarial interoffice and inter-building correspondence will be distributed, at the same time as the regular membership distribution, to the Office of the Superintendent, to the Human Resources Department, and to all building principals.

SECTION C. Once a year the Board shall provide the Association with a list of all secretarial personnel in the bargaining unit, together with length of service, classification, and salary provided that the Association gives at least seven (7) days' notice prior to its request for such information. Once a month thereafter the Board shall provide the above information for new hires, persons on long-term leaves of absence, and persons terminated.

SECTION D. The Board shall provide the Association access to that information legally required and necessary for collective bargaining, but in no way assumes the responsibility for assembling, organizing, systematizing, coordinating, separating, or collecting such information. The Association will be responsible for any costs entailed in providing said information, provided that the Board will be given reasonable notice of the Association's intent to request access to said information, and provided further, that such access shall be provided at reasonable times during normal business hours and it does not interfere with the normal operation of the business office.

If the Association so requests, it will be given a cost estimate on the procurement of such information.

SECTION E. The Board specifically recognizes the rights of its employees to invoke the assistance of the Michigan Employment Relations Commission as provided by Act 379 of the Michigan Public Acts of 1965 in appropriate cases.

### ARTICLE III - BOARD RIGHTS

SECTION A. It is the intention hereof that all of the rights, powers, prerogatives, and authorities that the Board had prior to the signing of this Agreement, including but not limited to those in respect of rates of pay, hours of employment, and conditions of work, are retained by the Board

except those, and only to the extent that they are specifically abridged, delegated, or modified by this Agreement. The exercise of judgment and discretion by the Board and its administrators, if made in good faith and for valid reasons, not in conflict with the express terms of this Agreement, shall be upheld.

**SECTION B.** Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or municipal regulations as they pertain to education.

**SECTION C.** The listing of specific rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised in the past.

#### **ARTICLE IV - DUES CHECKOFF**

**SECTION A.** There shall be no solicitation of employees for Association membership or dues on Board time. The Association further agrees that the Board shall have the right to take disciplinary action for any violation of this provision.

**SECTION B.** After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct from the pay of employees who are Association members, the regular, usual, periodic, and uniform dues and/or initiation fees of the Association levied in accordance with the Constitution and By Laws of the Association, provided however, that the Association will first present to the Board a certified check off list consisting of a statement of the amount of the initiation fee and dues certified by the Treasurer of the Association and written authorization in suitable form signed by the employees allowing such deductions and payments to the Association at least twelve (12) workdays prior to the date on which the dues are to be deducted. The Association accepts full responsibility for the authenticity of each authorization and shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any actions taken or not taken by the District under the terms of this section.

**SECTION C.** The written Authorization from employees will be on the "Authorization for Payroll Deduction" as shown below:

#### **AUTHORIZATION FOR PAYROLL DEDUCTION**

I hereby request and authorize the Board of Education to deduct from my earnings, during the term of this Agreement or any extension thereof, the Saginaw Public Schools Secretaries' Association membership initiation fee, assessments, and once a month, an amount established by the Association as dues. The amount deducted shall be remitted to the Treasurer of the Association.

By \_\_\_\_\_  
Print Last Name                      First Name                      Middle Name

To \_\_\_\_\_  
Employer    School or Department

Social Security # \_\_\_\_\_

Date to Start Deduction: \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

**SECTION D.** Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Association within ten (10) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By Laws, refunds to the employee will be made by the Association.

**SECTION E. FINANCIAL RESPONSIBILITY:** It is recognized that because of religious convictions or otherwise, some employees may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense to the Association. To this end, in the event an employee shall not join the Association and execute an authorization for dues deduction in accordance with this Article, such employee shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues of the Association. In the event that such sum shall remain unpaid for a period of sixty (60) days following the date the same is due and after sixty (60) days written notice thereof has been given to the employee by the Association, the Board agrees that in order to effectuate the purposes 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 costs 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.

**SECTION F.** This article shall be subject to the provisions of all state laws. In the event that this article shall be challenged through the Michigan Employment Relations Commission, or the courts, the Association will pay the reasonable expense of such proceedings, including the fees of legal counsel retained by the Board. If this article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the courts.

**SECTION G.** An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Board of the names of such employees following the end of each month in which the termination took place.

**SECTION H.** The Board shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction," together with the provisions of this Agreement. The Board shall have no responsibility for the collection of membership dues, special assessments, or any other deduction not in accordance with this Agreement.

#### ARTICLE V - GRIEVANCE PROCEDURE

**SECTION A.** A grievance is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee(s) or group of employees or involving an alleged violation of a specific article and section of this Agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in *Article I* above will not constitute a grievance. If any such grievance arises, there shall be no stoppage of work on account of such difference, but the grievance shall be submitted to the following Grievance Procedure.

An individual employee shall have the right at any time to present his/her grievance to his/her immediate supervisor and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given the opportunity to be present at such adjustment.

**SECTION B. STEP ONE** Within ten (10) calendar days of the time a grievance arises, an employee may present the grievance to his/her supervisor.

**STEP TWO** If the grievance is not resolved in Step One, the employee may, within seven (7) calendar days reduce his/her grievance to writing on a grievance form provided by the Board and present the grievance to his/her supervisor for a written answer. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee(s) with respect to these provisions, shall indicate the relief requested, and shall be

signed by the employee(s). The supervisor shall give the employee an answer in writing no later than seven (7) calendar days after receipt of the written grievance.

**STEP THREE** If the grievance is not resolved in Step Two, the employee may, within seven (7) calendar days after the answer in Step Two, submit the grievance to the Association's Grievance Committee. The Grievance Committee shall decide whether or not there is probable cause to support a grievance. If the committee believes there is a legitimate grievance, it shall, within seven (7) calendar days after receipt of the written grievance, and in no event later than fourteen (14) calendar days after the answer in Step Two present the grievance to the Superintendent and/or designee. Within fourteen (14) calendar days from the receipt of the grievance by him/her, he/she shall render a decision in writing to the Grievance Committee.

In the event an employee is discharged, said employee, should he/she wish to protest, shall be entitled to present a grievance at Step Three of the grievance procedure, provided however, said grievance shall be presented, in writing on the proper grievance form. The grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee(s) with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee(s).

**STEP FOUR** If the grievance is not resolved in Step Three, the Association may, within seven (7) calendar days after the answer in Step Three, appeal the grievance to the Board. A copy of the appeal shall be sent to the Superintendent.

Within twenty-one (21) calendar days after the receipt of the appeal, a committee of the Board will meet, giving the aggrieved employee and the Association Representative a reasonable opportunity to be heard. The Board shall render its decision in writing within fourteen (14) calendar days after holding a hearing on the appeal. The case presented to the Board must in all instances be the grievance presented in Steps One, Two, and Three.

**SECTION C.** Any grievance not filed within the prescribed time limit or not advanced to the next step within the time limit in that step, shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail.

**SECTION D.** The Board shall not be required to pay back wages more than sixty (60) calendar days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment or other wages that he/she may have earned during his/her normal working days during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

**SECTION E.** Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

**SECTION F.** It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during regular working hours, a secretary participating in any level of the Grievance Procedure, including Arbitration, on his/her own behalf or on behalf of the Association, with any representative of the Board, will be released from assigned duties without loss of salary.

**SECTION G.** Any grievance which does not allege a violation of a specific article and section of this Agreement, when filed, may be processed through Step Four of the Grievance Procedure, but will not be arbitrable.

SECTION H. If the grievance is not resolved at Step Four of the Grievance Procedure, and if it involves an alleged violation of a specific article and section of the Agreement, either party may at its option, submit the grievance to Arbitration by written notice delivered to the Superintendent/Designee or local Association President as the case may be, seven (7) calendar days after receipt of the Board's answer in Step Four or within fifty (50) calendar days after the grievance was filed at Step Four, whichever is sooner.

The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. If no such notice is given within the prescribed period, the Board's answer shall be final and binding on the Association, the employee, or employees involved, and the Board.

SECTION I. Following receipt of the notice to arbitrate, the Association and the Board will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within nine (9) calendar days following receipt of the written notice, either the Association or the Board may, within the next nine (9) calendar days only, apply in writing to the American Arbitration Association for arbitration under its rules.

SECTION J. The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific article and section of this Agreement.

If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits, provided that the party raising the question of arbitrability gives the other party notice of its intent to raise such issue at least ten (10) calendar days prior to the Arbitration Hearing.

If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

SECTION K. Powers of the Arbitrator The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He/she shall have no power to establish or change salary scales.

He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, or rule, unless such policy, practice, or rule is in violation of a specific article and section of this Agreement. His/her powers shall be limited to deciding whether the Board has violated the express articles and sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved right of the Board.

It is further specifically understood that the Arbitrator:

1. Shall have no power to substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement;
2. Shall have only the authority to pass on cases referred to him/her as prescribed herein.

SECTION L. At the close of the Hearing, the Arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.

SECTION M. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee, or employees involved, and the Board. The Association in such event shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.



SECTION N. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his/her travel expenses, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

SECTION O. Miscellaneous

1. If the Board does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step of the Grievance Procedure.
2. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the Grievance Procedure, provided that if an employee elects to pursue any legal or statutory remedy such election will bar any further or subsequent proceedings for relief under the provisions of this article.
3. Any agreement reached between management and the representatives designated by the President of the Association is binding on all parties affected and cannot be changed by any individual. Said agreement shall not be challenged through the Grievance Procedure.
4. Both parties agree that those proceedings shall be kept confidential at each level of this procedure.
5. It is expressly understood that a class action grievance may be filed only when there is mutual written agreement by the parties and the circumstances are the same for all persons within the class or the group affected.

If there is such mutual agreement, (per above in *paragraph 1* of this subsection) then the Grievance Committee may submit such grievance in writing to the Executive Director for Labor Relations, directly, and the processing of such grievance will be commenced at Step Two.

6. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited or to the employee's immediate supervisor if it is not a school building, and state the purposes of the visit immediately upon arrival. Secretaries involved in any discussion of a grievance matter shall be contacted by Association representatives at their place of work only during nonworking times.
7. A grievance form will be jointly prepared and given appropriate distribution by the Executive Director for Labor Relations.

ARTICLE VI - NO-STRIKE CLAUSE

SECTION A. During the life of this Agreement, the Association shall not or permit its members to cause, nor shall any member of the Association take part in, any strike, sit-down, stay-in, or slow-down, curtailment of work, restriction of work, or stoppage of any of the Board's operations, or interference with any of the operations of the Board of Education and School district.

SECTION B. The Association shall not cause or permit its members to cause, nor shall any member of the Association take part in, any picketing of the School district properties or of the Board of Education premises during the life of this Agreement.

SECTION C. The Association agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppage, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. In the event the Association

violates the foregoing provision, the Board shall have the right to terminate this Agreement by notice in writing to the Association in addition to any other remedies it may have. The Association further agrees that the Board of Education shall have the right to discipline (including discharge) any or all employees who violate this Article.

#### ARTICLE VII - DISCIPLINE AND DISCHARGE

SECTION A. The Board shall retain the right to establish, adopt, change, amend, and enforce reasonable rules for employees to follow, the right to warn, reprimand, suspend, discharge, demote, or transfer any and all employees who violate these rules.

SECTION B. New or amended rules will be published five (5) working days prior to their effective date except in cases of emergencies. A copy will be forwarded to the Association prior to such posting. Upon a written request from the Association, the Board will discuss the new or amended rule(s) with the Association, prior to the effective date.

SECTION C. After completion of the probationary period, no employee shall be discharged or disciplined without just cause. Just cause for discipline or discharge shall include, but is not limited to: inefficiency or inability to perform assigned duties, excessive absenteeism or tardiness; failure to notify his/her supervisor of anticipated absenteeism prior to reporting time; failure to take a physical examination; insubordination; unethical conduct; overt discourtesy to supervisors, visitors, or other Board employees; gross neglect of duty; falsification of employment application or other records; advising or directing employees to disregard the orders of supervision; the unauthorized release of information regarding the operation of the School district to a student, teacher, a fellow employee, or any unauthorized person.

#### ARTICLE VIII - SENIORITY

SECTION A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's service with the Board. Seniority for employees hired on the same date shall be determined by lot.

1. Secretaries with previous secretarial experience in the Saginaw Public School System may, at the discretion of the Board, if they are hired back into the School System, be restored to the same step level on the salary schedule at which they left if they have been continuously engaged in a secretarial-clerical field on a full-time basis.
2. Secretaries with previous secretarial-clerical experience in the Saginaw Public School System, if they are hired back into the School System, who have not been continuously engaged in a secretarial-clerical field on a full-time basis, may at the discretion of the Board, be placed at any level on the salary schedule, provided that said level shall in no case be higher than the level at which they left.
3. The provisions of Section A1 and 2 above shall apply only to those employees leaving of their own volition, that is, to those employees who have given the Board at least two weeks' advance written notice before the effective date of their termination of employment.
4. Any employee who has been discharged or has lost his/her seniority pursuant to Section D, will, if rehired by the School district, be subject to a six-month probation period.
5. Those secretaries rehired by the Board and who have lost their seniority pursuant to Section D of this article, shall, in all aspects except for salary credit purposes, per Subsection 1 and 2 above, be considered to be a probationary employee and shall be so covered under the terms and conditions of this Agreement.

SECTION B. New employees shall be subject to a probationary period of one hundred (100) working days of employment which must be completed within six (6) months in which work is scheduled. During the probationary period, the Board shall have the sole right to discharge,

discipline, transfer, demote, or layoff employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom. At the end of the probationary period, employees shall be placed on the seniority list as of the first day worked after completion of the probationary period. New hires into the bargaining unit after January 1, 1999, shall be placed on the seniority list after completion of the probationary period as of the first day worked as a probationary employee and credit for vacation and sick leave shall be provided to the first day worked, if otherwise eligible.

1. The Association will represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in *Article I - Recognition* of this Agreement.
2. Upon hiring, new employees will receive a copy of the collective bargaining Agreement. Additionally, the Board will notify new employees of their completed probationary period.
3. If a current Board of Education employee moves to the Secretarial Association, they will be paid for any holidays (listed in this Agreement) that may occur during their probationary time.

SECTION C. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the Board to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.

SECTION D. An employee shall be terminated and lose his/her seniority rights if he/she:

1. Quits without proper notification as defined in *Section A3* above.
2. Is discharged and not reinstated.
3. Is laid off for a period of two (2) years or the length of his/her seniority whichever is less.
4. Fails to report for work within five (5) days following recall from layoff, notice of said recall to be by telegram or registered mail.
5. Is absent without a reasonable excuse for two (2) consecutive working days without notice to the Board of such excuse within the two (2) days.
6. Fails to return from a leave of absence at the designated time, without reasonable excuse acceptable to the Board.

SECTION E. It shall be the responsibility of each employee to notify the Board of any change of address or telephone number. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.

SECTION F.

1. Effective on July 1, 1988, an employee who is transferred to a job outside the bargaining unit shall retain (but not accumulate) his/her seniority status at the time of the transfer. Those individuals who transferred to a nonunit position prior to July 1, 1988, shall continue to retain and to accumulate seniority status while in a nonunit position.

These provisions shall apply whether such transfer was made before or after the Association was first recognized as bargaining representative for the unit.

2. If such an employee is later transferred back to the bargaining unit, he/she may exercise his/her accumulated seniority credits. This clause shall not be construed

to limit the Board's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

**SECTION G.** The seniority of an employee shall continue to accumulate while absent because of injuries covered by the Workers' Disability Act during a prolonged and continuous absence for a period of up two (2) years due to such injuries. After two (2) years, the employee will retain his/her seniority standing but will no longer accumulate additional seniority.

#### **ARTICLE IX - LAYOFF AND RECALL**

**SECTION A.** For the purposes of this article, the following operating division is hereby established:

1. School District

#### **SECTION B. Layoff**

In any reduction of employees and/or positions due to a decrease in work load, lack of funds, elimination of positions, or any other administrative reason, the Board shall have the prerogative of reducing the staff as needed to ensure the efficient operation of the School district. The following procedure will be followed:

1. At each layoff, the Board may designate certain individual secretaries whose services are required under the special circumstances then existing. Such secretaries may be retained regardless of their seniority, and their position(s) shall not be subject to the provisions of *Subsection 2* below. At any one time special circumstances shall not affect more than fifteen (15) percent of the involved secretaries, and said circumstances shall be discussed with the Association, under normal circumstances at least forty-eight (48) hours prior to implementation. This implementation of this section shall be subject to the grievance procedure, up to and including Step Four, but will not be subject to the arbitration proceedings as spelled out in *Section H, Article V*.
2. An employee who has not been laid off but whose position has been affected by a reduction, shall be allowed to exercise his/her seniority standing and select a reassignment (beginning with the most senior affected employee) into any open, vacant position which the Board has elected to retain, providing the employee possesses the necessary ability and qualifications. Said reassignment rights shall apply only to a position of the same or lower classification than that previously occupied by the affected employee. Should such reassignment right be declined by the affected employee, he/she shall be considered to be a voluntary quit and his/her seniority status shall be considered as terminated. This provision shall apply in all cases, including changes in work year length.
3. Probationary employees within the affected division will be laid off first on a district-wide basis, according to length of service credit, i.e. employees with the least amount of service will be laid off first.
4. Thereafter, seniority employees within the affected division will be laid off on a district-wide basis, according to length of service credit, i.e. employees with the least amount of service will be laid off first, said notification of layoffs will be in writing.

**SECTION C.** The Board reserves the right to lay off or recall employees on a temporary basis (not to exceed ten (10) working days) without regard to seniority.

**SECTION D.** In the event the Board schedules a shortened workweek for any employee or group of employees within any position, classification, or operating division, such shall not be considered a layoff and the provisions of this article shall not apply, provided that, if a seniority employee is scheduled to work less than fifty-nine (59%) percent of his/her normal weekly hours for three (3) consecutive weeks, he/she will at the end of the third (3rd) week, be considered to

be laid off in the subsequent consecutive workweeks, in which he/she would thereafter be scheduled to work less than fifty-nine (59%) percent of his/her normal weekly hours. For such subsequent consecutive workweeks, the employee will have the option of working the shortened workweeks or he/she may be allowed to bump a less senior employee, under the terms and conditions of *Section B* of this article, if said less senior employee is scheduled to work a normal workweek. Provided further, that in the event the Board reduces or shortens the workweek and the shortened workweek results in a seniority employee being scheduled to work less than his/her normal weekly hours and more than fifty-nine (59%) percent of his/her normal weekly hours for ten (10) consecutive weeks, he/she will, at the end of the tenth (10) week be considered to be laid off in the subsequent consecutive workweeks in which he/she would thereafter be scheduled to work less than his/her normal weekly hours. For such subsequent consecutive workweeks, the employee will have the option of working the shortened workweeks or he/she may be allowed to bump a less senior employee, under the terms and conditions of *Section B* of this article, if said less senior employee is scheduled to work a normal workweek.

**SECTION E.** In applying the layoff provisions of this Agreement, it is understood that part-time employees working within an affected operation will be laid off before any full-time seniority employee is laid off from that operation. Before being laid off, a regular part-time employee will be given the option of becoming a full-time employee in accordance with their new seniority under *Section C of Article XIII*.

**SECTION F. Recall**

1. In the event there exists open, vacant position(s), which the Board has elected to fill, employees shall be recalled in order of seniority with the most senior employee on layoff being recalled first, provided that the employee has the ability to perform the work available and provided that he/she possesses the necessary skill and qualifications required for the job. Employees recalled to a position for which they are judged qualified by the Board, shall be deemed voluntary quits if they are not willing to accept such work, and their seniority status shall be considered to have been terminated.
2. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as it appears on the records of the Board, and upon failure to report within five (5) days of mailing of such notice, such failure shall be considered to be a voluntary quit, provided however, the employee's failure to report is not the result of inability to report by reason of proven illness. Employees are responsible for keeping the Board informed of their last known address.
3. If an individual is recalled out of order because of the Board's exercise of the "skill and qualifications required for the job," per *Section F1* above, said individual shall not be allowed to apply for a voluntary transfer to any other position for a period of six (6) months following his/her recall.

**SECTION G.** For purposes of this article, and other applicable sections of this contract, the determination of the Board as to qualifications and ability shall be final, provided that said determination shall not be exercised in an arbitrary or capricious manner.

**SECTION H.** Seniority shall not accumulate during any period of layoff but such employees rehired within the two- (2) year period following layoff shall be deemed to have on the date rehired the seniority which had been accumulated up to the layoff date.

**ARTICLE X - VACANCIES, PROMOTIONS AND TRANSFERS**

**SECTION A.** If permanent job vacancies are to be filled, they will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher-rated pay classification than the one currently employed in. Vacancies available for voluntary transfer shall only include those that the District intends to fill and become available as a result of death, retirement, resignation or an initial voluntary transfer. Subsequent vacancies created as a result of a voluntary transfer are not available for further voluntary transfers.

1. Notice of said job vacancies in Classes I, II, III, and IV positions shall be given to employees in the Superintendent's bulletin or by a special designated notice. The Human Resources Department will accept written application from employees for the position for ten (10) calendar days after notice of the vacancy is made known. The Board reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this article.
2.
  - (a) Prior to the vacancy being filled, the representatives of the Board shall review all applications from within the unit. If unit applicants are judged unqualified per the considerations listed in *Subsection b* below, and therefore no unit applicant is selected to fill the vacancy, the Board may consider applicants outside the bargaining unit.
  - (b) In the filling of such jobs, backgrounds, attainments, prior work record, ability, merit, and capacity shall be considered. Where these factors are deemed equal by the Board, the employee with the longest service in the District shall be given preference. In determining relative ability, consideration shall be given to experience, quality of work, aptitude, ability to perform the physical requirements of the position, punctuality, and good attendance.
  - (c) Human Resources has ten (10) days to fill a job. If there are unusual circumstances, the Union will be notified.
3. Unsuccessful candidates from within the bargaining unit who have applied for a specific job vacancy will be sent a notice that they have not been selected within ten (10) days after the position has been filled. If any applicant from within the unit not chosen for a specific job vacancy makes a written request within seven (7) working days after being notified that the position has been filled, he/she shall be entitled to a conference with a designated Board representative to discuss the reasons the applicant was not selected.
4. In the filling of any job vacancies as described herein, the priority in filling said vacancies, provided seniority and qualifications so entitle the individual, shall be according to the following categories.

First, employees who have been placed on an involuntary transfer status, per *Subsection 5* of this section.
5. Transfer requests from employees who have been involved in an involuntary transfer because of a school closing, reduction in personnel, and position(s) elimination(s), or consolidations, will be given preference, if the applicant is deemed to possess the necessary ability and qualifications by the Board. Said preferential status shall remain in effect for a two- (2) year period following the effective date of the involuntary transfer.
6. All regular permanent, seniority employees who are employed on a less-than-a-year round basis (i.e., less than fifty-two [52] weeks), who are interested in substituting during the summer, should submit to the Human Resources Office a letter indicating their interest in subbing during the summer months. The rate of pay will be two (\$2.00) dollars an hour above the current secretarial substitute rate of pay.

#### SECTION B. Involuntary Transfer

1. The Board reserves the sole right to temporarily transfer employees for up to ninety (90) days from one classification to another without regard to seniority. The employee so transferred shall, if the transfer is to a lower classification, retain his/her original step rate of pay. The employee so transferred shall, if the transfer is to a higher classification, retain his/her original step rate of pay for the first ten

(10) working days following the transfer and shall thereafter continue to retain his/her original step or receive the same step rate of the new classification (whichever is higher).

2. Transfers shall be on a voluntary basis whenever possible. However, the Board and the Association realize that some transfers will be necessary for administrative purposes. Such transfers shall be made upon the recommendation of the Board or its designee after discussion of the change with the Association. Employees will be given two (2) weeks' notice of change and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. In making transfers, the needs of the individual employee will be considered to the extent that these do not conflict with the instructional requirements and best interests of the school system and students.

Employees so transferred shall be paid at the appropriate contractual rate for the position to which they are transferred.

3. In the event an employee is involuntarily transferred, other than under the provisions of *Section 2* above, to a lower classification, he/she shall retain his/her original step and rate of pay. In the event said employee is then subsequently requested, in writing, to apply for a vacancy in a higher classification and he/she declines to make such a request, said refusal shall be deemed to constitute a forfeiture of any future claim to the former higher classification pay. The employee shall then be paid at the prevailing rate for the position which he/she is filling. The provisions of this section shall not apply to individuals reassigned to a position as a result of *Article IX, Layoff and Recall*.
4. In making any transfers and/or reassignments, the Board will give due consideration to seniority, qualifications and all other applicable factors. The Board's decision in this regard is to be subject to the provisions of the Grievance Procedure through Step Four, this as outlined in *Article V*. The Board's compliance with the procedures set forth in this article is subject to the Grievance Procedure.
5. In the case of administrative involuntary transfer(s) involving no vacant, open positions, the jobs directly involved would not be posted as job openings.
6. Said notification of transfers will be in writing.

**SECTION C.** The applicant selected for a promotion or transfer will serve a probationary period of two (2) months. The Board may disqualify the employee during the probationary period and such employee shall be returned to his/her former position if available or one of similar classification and salary.

**SECTION D.** In the event of the possibility of a reduction in the number of unit positions, positions vacated by retirement, dismissal, attrition, or any other reason during the months of April, May, and June, may, at the discretion of the Board, be filled or not filled in any manner which the Board chooses and said positions shall, during this period of time, not be subject to the provisions of this Article, provided that the provisions of this section shall not be applied in an arbitrary or capricious manner. In such an event, the Board agrees to discuss the matter with the Association prior to not filling such position(s).

**SECTION E.** In the event a unit member shall have successfully achieved a transfer, i.e. shall have achieved a position movement by his/her own choice to another position within the same classification or lower they shall not be allowed to apply again for another such transfer within the same classification or lower for a period of one full calendar year. It is understood that for purposes of this section the term classification is to encompass four classifications, e.g. a transfer from a 10 month class III to a 12 month class III is to be considered as a transfer under this section.

**SECTION F.** A new hire shall not be allowed to apply for a transfer within the same classification or lower for a period of one full calendar year.

**SECTION G.** A transferred or promoted employee will have up to three (3) days training/transition in their new assignment.

#### **ARTICLE XI – JOB CLASSIFICATION AND POSITIONS**

**SECTION A.** When used in this Agreement, the term “classification” refers to and means a pay grade. There are four classifications. When used in the Agreement, the terms “job” or “position” refer to a general work assignment as set forth in *Appendix A*.

**SECTION B.** Attached as *Appendix A* is a listing of the current classifications and positions. It is understood that the classifications and positions are recognized for salary purposes only and that the classifications and positions are intended as an illustrative summary of the types of duties and responsibilities associated with the various positions. It is understood that the summary shall not constitute a designation of job content nor shall it restrict work assignments.

#### **ARTICLE XII – NEW JOB**

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Association will be notified in writing. The Board will, after written notice to the Association, assign a rate to the new or changed job, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Association. During this period, the Association may request in writing a meeting with the Board to review the classification. When the classification is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty- (30) day period, the rate shall become permanent at the end of such period. If a written request is filed and no agreement is reached on the rate within thirty (30) days from the date of the request, the Association may file a written grievance at Step Three of the Grievance Procedure within ten (10) days following expiration of said thirty- (30) day period.

#### **ARTICLE XIII – PART-TIME AND TEMPORARY**

**SECTION A.** For the purposes of this Agreement, a “full-time employee” is an employee hired for an indefinite period of time for 37½ hours a week. A “part-time employee” is an employee hired for an indefinite period of time regularly scheduled to work less than 37½ hours a week. For the purposes of *Article I - Recognition* and this Agreement, a “temporary employee” is an employee hired for a definite period of time less than sixty (60) working days.

**SECTION B.** Anyone working as a permanent, part-time employee shall be considered as a regular employee, and except as otherwise set forth in this Agreement, will receive benefits on a pro rata basis. Such employees will be paid a salary on a pro rata basis according to their salary classification(s) and hours worked.

**SECTION C.** In the event a regular part-time employee becomes full-time, said employee will be credited for all hours worked as a part-time employee, and if said employee has worked the equivalent of sixty (60) working days or more, they will be placed on the seniority list with such credit.

#### **ARTICLE XIV – DAYS/HOURS OF WORK AND OVERTIME**

**SECTION A.** The Board reserves the right to schedule the work hours of employees according to the needs of the school system. The normal workweek consists of thirty-seven and one-half (37½) hours, the normal workday consists of seven and one-half (7½) hours. This provision, however, shall in no way be construed as a guarantee by the Board of any amount of work in any period of time or as a limitation on the Board’s right to schedule work in excess of the normal workday or the normal workweek. The Board reserves the right to determine and modify work schedules. The provisions of this section are subject to the terms of *Article IX – Layoff and Recall*.



SECTION B. Unless otherwise scheduled by the Board, the regular workday shall commence at 8:00 AM and end at 4:30 PM daily with a lunch period of one (1) hour, except that in the Central Business Office, the regular workday shall commence at 8:00 AM and end at 4:45 PM daily with a lunch period of one and one-quarter (1¼) hours. The Board reserves the right to determine the starting and quitting times and the number of hours to be worked.

SECTION C. The Board reserves the right to establish or change the length of time of any workweek, workday, subject to *Article IX - Layoff and Recall*, and the right to schedule the lunch and break period.

SECTION D. All employees shall be paid time and one-half (1½) their regular straight time rate for all approved time worked in excess of forty (40) hours in any one workweek or eight (8) hours in any one workday. Straight time will be paid for all approved time worked in excess of seven and one-half (7½) hours but less than eight (8) hours in any workday or in excess of thirty-seven and one-half (37½) hours but less than forty (40) hours in any workweek.

SECTION E. The Board reserves the right to require employees to work overtime on a reasonable basis and when the nature of the work requires that it be completed at a time that necessitates overtime.

SECTION F. Overtime will be permitted only when authorized by a supervisor.

SECTION G. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

SECTION H. Absent time paid for shall not be considered as time worked for purposes of computing overtime.

SECTION I. All full-time employees shall be allowed a break during the first half of their workday, and another break during the second half of their workday. Each break period shall be fifteen (15) minutes' duration, and shall be taken at times designated by the employee's supervisor.

SECTION J. Each employee shall be at his/her designated work place ready for work at his/her scheduled starting time, after his/her break periods, and after his/her lunch period.

SECTION K. The Board reserves the right to establish and change work schedules as business conditions and available work require subject to the terms of *Article IX - Layoff and Recall*. The Board reserves the right to reduce the workweek or the workday or to effect reductions in hours worked by combining layoffs and reductions in the workweek or workday.

SECTION L. For the purpose of defining the work year for 10.5 month secretaries, their work year shall consist of 203 days.

#### **ARTICLE XV - SALARIES**

SECTION A. The salaries of employees covered by this Agreement are set forth in *Appendix B* which is attached to and incorporated in this Agreement.

SECTION B. The Board may credit an applicant with up to two (2) years' credit on the salary schedule for pay purposes only, except in year affected by salary and/or step and longevity freezes. Said credit shall only be allowed for previous outside secretarial-clerical experience and/or formal training in the secretarial-clerical area beyond the high school level. In the event the provisions of this section are implemented, the Association will be notified in writing.

SECTION C. In the event the Board is unable to fill a position due to the salary level, notwithstanding the provisions of *Section B* above, the Association will be notified in writing. The Board may, after said written notice to the Association, place the employee filling the position on any step rate on the salary schedule, which placement shall be considered temporary

for a period of thirty (30) calendar days following the date of notification to the Association. During this period, the Association may make a written request for a meeting between representatives of the Board and representatives of the Association to negotiate the placement on the salary schedule. When a new placement is agreed upon, it shall be applied retroactive to the first day the employee began working on the job unless otherwise agreed to. If no written request is filed within the thirty- (30) day period, the placement will become permanent at the end of such period.

**SECTION D.** Subject to *Sections B and C* of this article, probationary employees will be placed on step one of the salary schedule in the classification in which they are working.

**SECTION E.**

1. For the year commencing on July 1, 1998, and continuing through June 30, 1999, all eligible seniority employees shall be credited with one salary increment or a longevity credit, as appropriate.
2. For the year commencing on July 1, 1999, and ending on June 30, 2000, all eligible seniority employees shall be credited with one salary increment or a longevity credit, as appropriate.
3. In order to achieve the above-noted step-longevity credit, eligible seniority employees must have been either actively at work or otherwise compensated by the Board, e.g. sick leave, holidays, etc. for a period of not less than two hundred (200) days (twelve- (12) month employees) or for one hundred fifty (150) days (ten- (10) month employees), in the one-year time period immediately preceding each respective July 1.
4. Effective on July 1, 1996, unit members hired into the District who achieve a seniority date between July 1 and December 31 of any given year shall be eligible to receive a credit on the salary schedule, as appropriate. Those employees hired into the District who achieve a seniority date between January 1 and June 30 of any given year shall receive no such appropriate credit on the salary schedule on July 1 of that year but will receive, if they are otherwise eligible, a credit on the salary schedule on July 1 of the following year.
5. Less than full-time employees shall receive step (increment) and/or longevity credit on a pro rata basis, per the above provisions.

**ARTICLE XVI – LONGEVITY**

**SECTION A.** Employees will receive longevity payments based according to the following schedule:

1.	Eleven (11) Years Through Fifteen (15) Years	6% above the 10 <sup>th</sup> Step
2.	Sixteen (16) Years Through Twenty (20) Years	8% above the 10 <sup>th</sup> Step (Actual increase is equivalent to 2% of Step 10)
3.	Twenty-One (21) Years and Over	10% above the 10 <sup>th</sup> Step (Actual increase is equivalent to 2% of Step 10)

**ARTICLE XVII – HOLIDAYS**

**SECTION A.** All regular permanent, seniority employees who are employed on a year-round basis (i.e. fifty-two (52) weeks) will receive holiday pay calculated at the rate of their regular straight-time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below, provided school is not in session and teachers are not scheduled to report for work on said days and the employee worked the last-scheduled working day prior to and the next-scheduled working day after such holiday, as provided in *Section E* of this article:

**2006-07:**

1. Monday, July 3, Independence Day
2. Friday, September 1-p.m., Friday before Labor Day
3. Monday, September 4, Labor Day
4. Thursday, November 23, Thanksgiving
5. Friday, November 24 Day after Thanksgiving
6. Monday, December 25, Christmas
7. Monday, January 1, New Years Day
8. Monday, January 15, M. L. King Day
9. Friday, April 6, Good Friday
10. Monday, April 9, Easter Monday
11. Monday, May 28, Memorial Day

**2007-08:**

1. Wednesday, July 4, Independence Day
2. Friday, August 31, Friday before Labor Day
3. Monday, September 3, Labor Day
4. Thursday, November 22, Thanksgiving
5. Friday, November 23, Day after Thanksgiving
6. Tuesday, December 25, Christmas
7. Tuesday, January 1, New Years Day
8. Monday, January 21, M. L. King Day
9. Friday, March 21, Good Friday
10. Monday, March 24, Easter Monday
11. Monday, May 26, Memorial Day

**SECTION B.** All regular permanent, seniority employees who were employed on a less-than-a-year-round-basis (i.e. less than fifty-two (52) weeks) will receive holiday pay calculated at the rate of their regular straight-time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below, provided school is not in session and teachers are not scheduled to report for work on said days and the employee worked the last scheduled working day prior to and the next-scheduled working day after such holiday, as provided in *Section E* of this article:

**2006-07:**

1. Friday, September 1-p.m., Friday before Labor Day
2. Monday, September 4, Labor Day
3. Thursday, November 23, Thanksgiving
4. Friday, November 24, Day after Thanksgiving
5. Monday, December 25, Christmas
6. Monday, January 1, New Years Day
7. Monday, January 15, M. L. King Day
8. Friday, April 6, Good Friday
9. Monday, April 9, Easter Monday
10. Monday, May 28, Memorial Day

**2007-08:**

1. Friday, August 31, Friday before Labor Day
2. Monday, September 3, Labor Day
3. Thursday, November 22, Thanksgiving
4. Friday, November 23, Day after Thanksgiving
5. Tuesday, December 25, Christmas
6. Tuesday, January 1, New Years Day
7. Monday, January 21, M. L. King Day
8. Friday, March 21, Good Friday
9. Monday, March 24, Easter Monday
10. Monday, May 26, Memorial Day

**SECTION C.** Subject to applicable state and federal laws, when any of the above-enumerated holidays fall on a Saturday, the preceding Friday will be observed as the holiday. When any of

the above-enumerated holidays fall on a Sunday, the following Monday shall be observed as the holiday.

**SECTION D.** Employees who are eligible for holiday pay under *Sections A and B* may receive the following additional day off, if all conditions set forth in *Sections A and B* are met to the satisfaction of the Board: If Christmas or New Year's Day falls on Thursday, employees will receive Friday off as well as the holiday. If Christmas or New Year's Day falls on Tuesday, employees will receive Monday off as well as the holiday.

**SECTION E.** The following rules shall govern the payment of holiday pay:

1. Employees must work the scheduled workday prior to and the scheduled workday following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is mutually agreed to.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

**SECTION F.** An employee who is scheduled to work on any holiday set forth above and does not work said day, shall receive no holiday pay for such day. Employees will be paid time and one-half (1½) their regular straight-time rate for all authorized hours worked on a holiday. However, no overtime premium shall be paid twice for the same time worked.

**SECTION G.** In the event that school is in session and/or teachers are scheduled to report for work on any of the regularly scheduled holidays, then the employee shall work that day at his regular straight-time rate and the holiday normally granted at that time shall either be taken at another time or be added to the employee's accumulated vacation time.

#### ARTICLE XVIII - VACATIONS

**SECTION A.** All regular permanent, seniority employees who are employed on a year-round basis (i.e. fifty-two (52) weeks) will earn vacation leave with pay in accordance with the following provisions:

1. Vacation leave with pay is earned in the calendar year (July 1 through June 30 inclusive) prior to the calendar year in which the vacation leave with pay is to be taken. Eligible employees with less than one year seniority will earn an estimated one vacation day per month for each full calendar month worked, up to a maximum of ten (10) working days.
2. Vacation leave with pay may not be taken until earned; however, the Superintendent and/or designee may, in exceptional circumstances, grant an exception to this requirement.
3. Eligible employees will be granted vacation leave with pay according to his/her seniority on July 1st in accordance with the following schedule:

##### Vacation Allocation Schedule

<u>Length of Service</u>	<u>Vacation Time - Pay</u>
a. 1, 2, 3, 4 years of seniority on July 1	Up to a maximum of 10 Days
b. 5, 6, 7 years of seniority on July 1	Up to a maximum of 12 Days
c. 8, 9 years of seniority on July 1	Up to a maximum of 14 Days
d. 10, 11 years of seniority on July 1	Up to a maximum of 15 Days
e. 12, 13 years of seniority on July 1	Up to a maximum of 16 Days

- f. 14, 15 years of seniority on July 1      Up to a maximum of 17 Days
  - g. 16, 17 years of seniority on July 1      Up to a maximum of 18 Days
  - h. 18, 19 years of seniority on July 1      Up to a maximum of 19 Days
  - i. 20 years of seniority on July 1          Up to a maximum of 20 Days
4. The vacation year for all employees is from July 1 through June 30 inclusive. All vacation leave with pay earned in the preceding year (July 1 through June 30 inclusive) must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the Board in writing, provided, that employees may accumulate and carry over from year to year five (5) workdays of vacation leave credit.
  5. Paid holidays (as set forth in *Article XVII*) falling within a scheduled vacation period will not be charged against the earned vacation time.
  6. Vacations will be scheduled by the Board. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to their immediate supervisor at least thirty (30) days prior to the requested period.  
  
When authorized by the Board, the employee may change his/her requested vacation period. When conflicts in scheduling arise, preference will be given to the employee with the most seniority. The Board reserves the right to cancel an employee's scheduled vacation and require the employee to submit a request for a new vacation period when the efficient operation of the school system so requires.
  7. Unless otherwise authorized by the employee's supervisor, vacation leave with pay must be taken in periods of at least five (5) consecutive workdays.
  8. An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the Board at least two (2) weeks' advance written notice of the resignation.
  9. New employees will not be eligible to take any vacation time until they have completed six (6) months of employment. Employees who are terminated by the Board during the first six (6) months of employment shall lose accrued vacation time.

**SECTION B.** All regular permanent, seniority employees who are employed on a less-than-a-year-round-basis (i.e. less than fifty-two (52) weeks) will receive up to ten (10) days of vacation with pay each year to be taken during the Christmas and Easter school recesses provided that students are not scheduled to report to school and teachers are not scheduled to report for work during said periods. In such event, the vacation will be scheduled at another time or additional salary will be paid for work during that period. In no event will the number of days granted pursuant to this section exceed one (1) day for each month the employee is scheduled to work between July 1st and June 30 inclusive. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each school year.

**SECTION C.** A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the Superintendent and/or designee. The Board reserves the right to require an employee to waive earned vacation time and pay additional salary for work during that period or to reschedule the vacation when the efficient operation of the school system so requires.

Should an employee be required to waive normal vacation time, the compensation rate for such time shall be at the employee's contractual rate of pay.

In the event it is necessary that the Board extend the work year for ten- (10) month employees for administrative reasons, the compensation rate for such extra time worked shall be at the employee's contractual rate of pay.

**SECTION D.** Vacation leave with pay will be paid at the employee's regular base, straight-time rate of pay.

**SECTION E.** An employee must work his/her scheduled day prior to and his/her scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. In such event, the Board may, at its discretion, require that employees submit to physical and medical tests by a Board-appointed doctor, provided however, that the Board will pay the costs of such tests and examinations.

### **ARTICLE XIX - SICK LEAVE**

**SECTION A.** All regular permanent, seniority employees will earn and be credited with one (1) workday of sick leave credit for each complete month of service. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period.

1. Sick days will follow an employee from another bargaining unit to the Saginaw Public Schools Secretaries' Association.

**SECTION B.** Sick leave shall not be taken by an employee at his/her discretion, but shall be allowed only in case of necessity as follows:

1. Due to personal illness or physical incapacity.
2. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one (1) year. The term "immediate family" as used in this section shall mean spouse, parents, grandparents, children, brothers and sisters of the employee, or other relative residing in the employee's household. The Board may, in cases of unique and exceptional circumstances, allow an employee to utilize additional accrued sick leave for the purposes detailed in this subsection, provided that the granting of any days more than the above-mentioned five (5) shall be at the sole discretion of the Superintendent only.
3. One sick leave day per year may be used for a marriage or graduation of a member of the employee's immediate family or of the employee, provided however, an employee, because of extenuating circumstances, may request in writing, to use up to two (2) additional sick days for these purposes. It is understood that, if the Administration so requests, the employee may be required to submit proof of the need for the additional days. For purposes of this section, immediate family shall be considered to include the following: father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, and uncle.
4. Due to the death in his/her immediate family (as defined in Section B3 above) he/she shall have a yearly maximum of six (6) days. Any single usage of said funeral leave shall not exceed three (3) working days. Application for such leave shall be filed in writing, in advance, on the proper Request for Leave form. In cases of emergency, the supervisor shall be notified, and the request shall be filed in writing upon the employee's return to work. The Board may require proof of death, relationship to the deceased, and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of this article, before making any payment under this article.

**SECTION C.** For purposes of computing sick leave pay, a workday shall be considered as one-fifth (1/5) of the number of working or duty hours in the established workweek of each employee.

SECTION D. In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor prior to or within one-half (½) hour after the time set for beginning his/her daily duties or present an excuse acceptable to the Board.

SECTION E. The Board may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken pursuant to this article. The Board may, at its discretion, require that employees submit to medical tests, either physical or mental in nature, by a Board-appointed doctor whenever sick leave is taken pursuant to this article, provided however, that the Board will pay the costs of such tests and examinations.

SECTION F. No sick leave may be taken until earned; however, the Superintendent and/or designee may in exceptional circumstances grant an exception to this requirement.

SECTION G. Unused sick leave shall accrue and may be accumulated without limit.

SECTION H. Employees who are on a leave of absence without pay, or on a health leave, will not earn or accumulate sick leave pursuant to this article.

SECTION I. The Board reserves the right to demote, suspend, transfer, or dismiss an employee and/or to require an employee to take an involuntary sick leave or health leave of absence if the employee suffers from a disability, mental or physical, which prevents the employee from satisfactorily performing his/her assigned duties, as shown by medical evidence. Such disability shall be deemed just cause for purposes of *Article VII - Discipline and Discharge*.

SECTION J. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION K. No compensation shall be received by an employee while on paid sick leave and/or any other type of leave if the employee engages in any type of outside activity which results in compensation to the employee unless Board permission for engaging in said activity which results in compensation shall have been received in advance in writing. It is understood that, depending on the circumstances involved, said employee may also be subject to additional disciplinary action if he/she engages in any gainful activity while on paid sick leave or any other type of leave without express written Board permission.

SECTION L. After an employee has used up six (6) or more sick days a year, the Board reserves the right to require a doctor's statement for each subsequent absence before additional sick leave days are granted. Exceptions for the purpose of computing the six- (6) day-use rule are injury compensable under the Michigan Workers' Compensation Act and time lost due to an illness or injury requiring hospitalization. Furthermore, this provision shall not apply until the individual employee has been put on notice that he/she must comply with this provision for subsequent use of personal sick leave. Said doctor's statement shall be at the employee's expense.

## ARTICLE XX - SICK LEAVE BANK

### SECTION A.

1. On July 1st of each year a sick leave bank will be established. The number of sick leave days in the bank will be equal to one day times the number of employees in the bargaining unit on July 1st. Any unused sick leave days remaining in the bank on the succeeding June 30th will be set aside and will not be accumulated or carried over from year to year.
2. If it appears at any time to the Sick Leave Bank Committee that the sick leave bank will be used up within two (2) weeks by the unit members currently using it, the Board, at the request of the committee, may deduct an amount of sick leave from each member's accrued, contractually earned sick leave amount, from a minimum of one-quarter day up to a maximum of one full sick day per member.

3. In the event a sick leave deduction, per No. 2 above, takes place, those unit members who have no contractually available sick leave at the time of the deduction, shall have said deduction taken at the earliest subsequent time when their accrued leave so allows.

**SECTION B.** The sick leave bank is for use by employees who are suffering from personal illness or injury and who have exhausted their personal sick leave accumulation. The sick leave bank may not be used for any other reason.

**SECTION C.** Upon written application, a maximum of twenty-five (25) sick leave bank days may be applied for, such days to be granted in increments of ten (10) at one time to an employee who meets the requirements of this article, the requirements of *Article XIX - Sick Leave*, and of the "Sick Leave Bank - Criteria for Loan" requirements.

**SECTION D.** A committee of two (2) representatives of the Board and two (2) members of the bargaining unit appointed by the President of the Association shall implement this article, provide safeguards against unfair use, and determine the number of sick leave days to be granted to applicants from the sick leave bank.

### **ARTICLE XXI - PERSONAL LEAVE**

**SECTION A.** All regular permanent, seniority employees shall be granted two (2) days of paid leave per year for urgent, necessary, legal, business, household or family matters which require absence during normal working hours. Application for personal leave will be made at least two (2) workdays before taking such leave (except in the case of emergencies).

It is understood that the number of paid personal leave days granted on any one day or days shall not be such as to interfere with the efficient operation of the School district and that the Administration's decision in this regard is final, i.e. the approval or non-approval of a Personal Leave request.

**SECTION B.** No leave may be taken pursuant to this article unless:

1. Approval is granted by the Board.
2. The business cannot be transacted at a time other than during normal work hours.

**SECTION C.** A personal leave day may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent. At the end of the school year, unused Personal Business Days will be added to the employee's accumulated sick leave for possible future use in accordance with the sick leave policy as set forth in *Article XIX - Sick Leave*.

### **ARTICLE XXII - LEAVES OF ABSENCE**

**SECTION A.** A personal leave of absence without pay and fringe benefits may be granted to seniority employees for up to three (3) months by the Board. A written request for such leave must be submitted to the Supervisor of Non-Certified Personnel or his/her designated representative and approved by him/her or his/her designated representative, in writing, at least five (5) workdays prior to the start of the leave. Exceptions to the prior notice requirement shall be granted only in cases of extreme emergency. A further extension of up to three (3) months may be granted if a written request is filed with the Supervisor of Non-Certified Personnel or his/her designated representative at least thirty (30) days prior to the expiration of the leave and approved by same. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and be placed on the same step of the current salary schedule that was held at the start of the leave.

**SECTION B.**

1. Permission must be requested for any absence. In the event of an emergency, and if an employee has exhausted all possible contractually available time off from



work, he/she may apply for a short-term leave of absence. Short-term is defined for purposes of this article as three working days or less. Said leave will be unpaid but all other benefits will continue to accrue. Application for such leave must be made in writing on the request for leave form and must be returned to the employee's immediate supervisor and to the Supervisor of Non-Certified Human Resources at least three days in advance of the requested leave time. The requirement that this request be in writing will apply in all cases except in those of extreme emergencies, in which case the employee, after securing verbal permission, will file a written request upon his/her return.

2. No short-term leave of absence request will be honored for the day immediately preceding a holiday(s) or a vacation day(s) or the day immediately following a holiday(s) or a vacation day(s), provided that the single allowed exception to this limitation on short-term leave of absence usage shall be in those instances in which an employee encounters an unforeseen, medical emergency situation. The Board reserves the right to have such emergency situation verified through written documentation, in a form acceptable to the Board.

**SECTION C.** An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

**SECTION D.** The Board reserves the right to require an employee to take a health leave of absence pursuant to this section at any time during an employee's pregnancy if the employee is unable to satisfactorily perform her assigned duties. It is understood that, if a grievance is filed relative to a Board determination that an employee is unable to satisfactorily perform her assigned duties, the employee shall bear the burden of proof throughout the grievance procedure and must prove that she was, and would continue to be, for the time back salary or benefits are claimed, able to satisfactorily perform her assigned duties. A seniority female employee, who has completed the probationary period at the time the leave is to commence, shall be granted a maternity leave of absence without pay or fringe benefits up to one (1) year, or the length of her seniority, whichever is less, as provided herein. The employee must request the leave in writing five (5) months before the expected birth of the child. The leave shall commence at the time requested by the employee or at the time required by the Board. When the employee can furnish a physician's statement certifying her fitness to perform her assigned duties, she shall be allowed to continue to work, provided the Board reserves the right to require whatever additional medical certification of the employee's fitness to perform her assigned duties that it deems necessary. Further extensions of up to one (1) year at a time may be granted by applying in writing to the Human Resources Department at least sixty (60) days prior to the expiration of the leave. The employee shall give notice of her intent to return to work by notifying the Human Resources Department in writing of her desire to return to work at least thirty (30) days prior to the expiration of the leave of absence. The notice of intent shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill her duties. Upon her return, the employee will be credited with any unused sick leave held at the start of the leave and be placed on the same position on the current salary schedule that she held prior to the start of the leave.

**SECTION E.** A seniority employee who has completed the probationary period at the time the leave is to commence and who is unable to perform his/her assigned duties because of personal illness or disability shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability up to one (1) year or the length of his/her seniority, whichever is less. Employees may continue to keep their group health coverage in effect for such periods of time as may be permissible under the contracts between the Board and the carrier by depositing with the Business Office the full amount of the premiums on or before the last day of work prior to the leave of absence. A written request for such leave must be submitted to the Human Resources Department prior to the start of the leave. Within thirty (30) days prior to the expiration of the leave, the employee shall notify the District in writing of his/her intent to return to work accompanied by a written statement from a physician selected pursuant to *Article XXVII, Section B*, certifying the fitness of the employee to fulfill his/her duties. Upon return the employee will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION F. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this article, regardless of whether the leave was requested by the employee or required by the Board. An exception to this section is the "short-term" leave as spelled out in *Section B* above.

SECTION G. All leaves shall be in writing and shall be signed by the Board and the employee receiving same. In the event that an employee is unable to return to work from an unpaid leave of absence after six (6) months such job will be posted. Employees on any leave must report for reassignment to work not later than the first working day following the expiration of their leave or present a reasonable excuse acceptable to the Board.

SECTION H. Any employee who obtained any employment while on any leave of absence shall be automatically terminated by the Board effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

SECTION I. Upon expiration of an employee's leave he/she will be returned to work, provided there is available work, according to the following provisions:

1. Upon expiration of the leave, the employee will be returned to his/her former classification, if a position in such former classification is vacant and available and provided the employee possesses the necessary skills and abilities to perform said available work.
2. In the event vacancies do not exist in the employee's former classification or if the employee does not possess the necessary skills and abilities to perform the available work in his/her former classification, said employee will be placed in a position in a lower paid classification, provided he/she can perform the available work, and he/she will be paid at that classification rate.
3. Should an employee, per the provisions of *Subsection 2* above, be placed in a lower-rated classification, he/she will be given preference in the event a vacancy should occur in his/her former classification, if said employee applies for such a vacancy; provided that no application of this procedure shall in any manner compel the school district to place any person in any position for which he/she cannot perform all the duties and meet all the requirements of the position. Said "preference" provision for a vacant position shall remain in effect for a period of two years following the employee's return to work following the expiration of his/her leave.

SECTION J. A special leave of absence shall be granted to an employee for jury duty purposes, according to the following provisions:

1. An employee who is summoned and reports for jury duty, as prescribed by applicable law for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Board, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from his/her employment with the Board on that day on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay.
2. The employee must present to the appropriate administrator a written proper notice of said jury duty involvement as far in advance as possible.
3. It is understood and agreed that employees shall be required to report for work on any and all days and at all hours when they are not sitting as a juror.
4. To be eligible for jury duty pay differential, an employee must furnish the Board with a written statement from the appropriate public official listing the amount and the dates on which they received pay for jury duty.

5. Should the employer so request, it is agreed that employees will cooperate in seeking to be excused from jury duty.
6. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year.

**SECTION K. Military – Active Duty**

1. Employees who have completed one (1) year or more of continuous service and who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve and who are required to report for active duty during their regularly assigned work year, shall be paid the difference between their straight-time daily rate and the allowance of the State of Michigan or other governmental authority having charge of such services for a period not to exceed two (2) standard workweeks. Before such payment shall be made, the employee must file in the appropriate Human Resources Office, a letter from his/her Commanding Officer (or designee) stating the period of active duty and the allowance paid to the employee by the period of active duty and the allowance paid to the employee by the State of Michigan or other governmental authority, for such service.
2. Employees who are called for a physical for the armed forces are to be granted pay for the day of the physical, provided proper notice of such induction is presented to the Board, in writing, in advance of said reporting.

**ARTICLE XXIII – INSURANCE**

**SECTION A.**

1. For the period of time noted in this section, the Board will pay the premiums up to the level specified in *Subsections 3 and 4, (Schedules A and B)*, to provide a level of health insurance coverage for full-time seniority employees not otherwise covered by the Board or by another medical hospitalization plan who enroll in said program during the appropriate enrollment period.

Employees are eligible for the program listed below, per the eligibility requirements in the remainder of this Article, as of the date noted. All health care programs are subject to the terms and conditions specified in the Group Insurance Plans between the Board and the respective carrier(s).

2. Blue Cross-Blue Shield Program
  - a. Blue Cross Community Blue 1 (Effective July 1, 2006 - June 30, 2007).

Blue Cross Comprehensive Semi-Private Hospital and Professional Services Group Certificate with Prescription Drug \$10 co-pay with MOPD and RX-DAA, and including a dependent care rider.

**Year I – 2006-2007**

Coverage	2006-07 Monthly Board Contribution	2006-07 Payroll Deduction Per Pay
Single	\$ 393.98	\$27.05
Two Person	\$ 897.50	\$55.33
Full Family	\$1,123.43	\$65.60

Year II -- 2007-2008

3. Effective July 1, 2007 through June 30, 2008, the Board will pay first 5% of any premium increase on either PPO Plan or Community Blue 1 (whichever is lowest). Employee pays the next 5% and the Board agrees to pay 50% of the balance. If PPO Plan has lower premiums than Community Blue 1 and said employee wants to continue with Community Blue 1, they will pay the difference.

SECTION B. An employee must be regularly scheduled to work at least thirty (30) hours per week to be eligible for the health, vision, and dental insurance benefits set forth in this article.

SECTION C. Probationary employees who have no health insurance coverage may sign up for the Board-provided hospitalization plan, but will have the amount of the premium deducted from their checks until they complete the probationary period and become eligible under *Section E*.

SECTION D. For the life of this Agreement, effective July 1, 1989, full-time unit employees who do not participate in the Board-paid Group Health Insurance Program in *Section A* of this article shall be eligible to participate in a Cash in Lieu of program under the terms and conditions outlined in this section.

1. Eligible employees must sign the appropriate forms in accordance with a schedule as established by the Board, it being understood that the sign-up period is as established by the Board. The Board shall make no payments until the first of the month following filing of said forms.
2. a. Effective July 1, 2004, the Board shall pay seventy-five (\$75.00) dollars per month. The method and timing of said payment shall remain the exclusive right of the Board. No payment shall be made for any month in which the employee is on layoff or is on a leave of absence.
3. The Board's sole obligation is limited to making the payment as outlined herein. The employee may in turn contribute said amount through a payroll deduction to a Board approved 403(b) Plan Company. All programs are subject to the terms and conditions outlined in the contract between the Board and the carrier including eligibility, coverage, and benefits. No matter contained in this section shall be subject to the Grievance Procedure except the question as to whether the Board made the contribution as required herein.
4. The selection or non-selection of eligible carriers shall be the exclusive prerogative of the Board, provided however, such selection shall be in conformance with Board policy.
5. It shall be the responsibility of the employee to inform the Board of his/her desire for coverage under the program or of any change in his/her status that may affect his/her coverage, and to properly enroll in any program(s) as needed and directed by the Board.

SECTION E. The Board will, for the duration of this Agreement, pay the premiums to provide thirty thousand and 00/100 (\$30,000.00) dollars term life insurance for eligible employees, subject to the terms and conditions in the policy in effect between the Board and the carrier. Part-time employees will be provided equivalent coverage on a prorated basis. The Board shall have the right to select the carrier or change carriers.

SECTION F.

1. An eligible employee shall become insured on the first of the month following the completion of the probationary period, provided, if away from work due to disability, leave of absence, etc. on the date the insurance is to be effective, said employee will be insured upon return to active service.

2. A newly employed unit member who is eligible for enrollment in the District's medical-hospitalization insurance program must elect to be covered, by filling out the necessary forms in the payroll office, within thirty (30) calendar days from his or her effective date of eligibility. After this thirty- (30) day period, an employee eligible for enrollment may enroll in the program at any open enrollment period established by the Board and/or the carrier.

**SECTION G.** The insurance coverage listed herein shall be discontinued on the day the employee's services are terminated or the day he/she goes on any leave of absence without pay or is laid off, provided that those employees who go on any leave of absence without pay may keep their group coverage in effect for such periods of time as may be permissible under the contracts between the Board and the carrier by depositing with the Business Office the full amount of the premiums on or before their last day of work prior to the leave of absence.

**SECTION H.** Eligibility, coverage, and benefits under all the insurance plans in this article are subject to the terms and conditions including any waiting periods or other time limits contained in the contracts between the Board and the carrier. Any rebates or refunds on premiums paid by the Board shall accrue to the Board. No matter contained in this article shall be subject to the Grievance Procedure, except the fulfillment of the specific obligations undertaken by the Board.

**SECTION I.**

1. The Board will, for the duration of this Agreement, pay the premiums to provide a dental care program for all regular full-time, seniority, secretarial-clerical employees not otherwise covered by another dental care plan, subject to the terms and conditions in the policy in effect between the Board and the carrier. Said dental care program shall provide benefits equivalent to those which are provided in the Delta Dental, Plan C, and shall also include a benefit comparable to Delta Dental Orthodontic Rider O-1, as these benefits existed in March of 1979.
2. Effective September 1, 2004, the Board agrees to pay the premiums to provide Class I and Class II dental insurance benefit levels of 80%/20% percent.
3. The Board reserves the right to select the provider of dental insurance benefits, to change providers, to become self-insured and/or to determine the method of providing the negotiated benefits, (including bidding such benefits).
4. It is further understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

**SECTION J.** It shall be the responsibility of the employee to inform the Board of his/her desire for coverage or of any change in his/her status that may affect his/her insurance coverage.

**SECTION K.** There shall be no duplication of insurance. The employee must notify the payroll office of any personal coverage or coverage from a spouse's insurance plan(s). If the employee is covered by any other comparable hospitalization insurance, vision insurance and/or dental insurance, the Board's obligations under this provision shall be waived.

**SECTION L.** Where more than one member of the same family, i.e. husband, wife, or unmarried children are employed by the Board and are eligible employees, the Board may specify whether both or all shall enroll as individuals or whether one shall enroll for Family Coverage and list the other or others, provided that all such members of the family shall have at all times the coverage to which they are entitled by virtue of the employment status of any member of the family.

**SECTION M.** In regards to the health insurance benefits provided herein, the Board reserves the right to select the provider, to change providers, to become self-insured, and/or to determine the method of providing the negotiated benefits, (including bidding such benefits), the negotiated benefits to be generally comparable to the Blue Cross-Blue Shield MVF-I, PPO Plan contained

herein, or as otherwise mutually agreed on by the parties. It is understood that the Board may implement a revised and/or alternate medical insurance program, per its options herein, at any time provided however, that the Association shall be notified in advance.

**SECTION N.** Effective on July 1, 2002, the Board will, for the duration of this Agreement, pay the premiums to provide vision insurance for all regular full-time, seniority unit members not otherwise covered by another vision insurance plan, subject to the terms and conditions in the policy in effect between the Board and the carrier. Said vision insurance shall provide benefits comparable to the MESSA VSP II plan. The Board reserves the right to select the provider of vision insurance benefits, to change providers, to become self-insured and/or to determine the method of providing the negotiated benefits. (including bidding such benefits). The Board's liability under this section is limited to the cost of the insurance premium and not benefits.

#### **ARTICLE XXIV – RETIREMENT**

**SECTION A.** Payment for accumulated sick leave will be made only on the following basis:

1. 2004-05, if an employee has completed ten (10) or more years of service in the Saginaw School System he/she will be paid for one-half (½) of all accumulated, unused sick days up to a maximum of one hundred-thirty (130) days at the rate of one-half (½) of his/her current hourly rate (regular classification rate), if the employee is terminated by:
  - a. Voluntary retirement under the provisions of the State Retirement Act.
  - b. Forced retirement prior to regular retirement age, due to sickness, accident, or for health reasons.
  - c. Death while in the employ of the Board of Education.
2. Effective on November 1, 2005, the above-noted maximum of one hundred-thirty (130) days shall be increased to a maximum of one hundred forty (140) days.

#### **ARTICLE XXV – CONDITIONS OF WORK**

**SECTION A.** The Board agrees to seek to provide adequate parking facilities for employees as finances permit. At the discretion of the building administrator, secretaries may be assigned a reserved parking space. The availability and suitability of reserved parking spaces will be determined by the building administrator.

**SECTION B.** In the event a school or building is closed by an administrative official authorized to make such decisions because of hazardous weather conditions or other building conditions, the following regulations will govern seniority employees:

1. The closing of one or more buildings, but not the entire system:
  - a. Secretaries will be expected to report for work at their normal starting time and at their normal work site and to remain on duty throughout the day unless specifically informed to the contrary.
  - b. Should secretaries be informed otherwise, they shall be expected to report for work at an alternate work site and or position as designated by administrative officials.
  - c. Should secretaries so affected not be contacted by administrative officials as to an alternate work site and/or position, then said employees shall report to the Administration Building for reassignment at their normal starting time.

2. If the entire school system is closed, twelve-month secretaries will be expected to be at their normal work stations at their normal reporting time, unless specifically informed otherwise, and in keeping with the below-listed provisions:
  - a. In the event work is dismissed after the scheduled beginning of the workday, only those employees scheduled for work and actually reporting will be excused from work for the remainder of the day without a pay deduction.
  - b. In the event unit employees are unable to report for work at their normal starting time, because of inclement weather conditions or other building conditions, and if said conditions are such that secretarial unit employees are expected to report, then these affected employees will be subject to the following conditions:
    - 1.) Employees reporting within two hours of their normal starting time will be expected to make up any lost time by arrangement with their immediate supervisor.
    - 2.) Employees reporting more than two hours late or not reporting at all shall have pay deducted for that day(s), either totally or in part except that no deduct will occur if the employee elects to be paid for the lost time through utilization of accrued sick leave, vacation time, or personal leave time. Secretaries who have no such contractually allowed day(s) available will suffer a pay deduct under these circumstances. It is understood that no advance utilization of these contractually allowed days will be allowed in these instances.
3. It is understood that, in instances where extremely hazardous conditions exist, and if twelve-month secretaries are specifically informed not to report to work at all, twelve-month secretaries will be paid their normal hourly rate of pay for that day, provided they were scheduled to work that day.
4. Ten-and-One-Half-Month Secretaries
  - a. Employees scheduled to work less than fifty-two (52) weeks and who are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities (such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county, or state health authorities) will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay.
  - b. In the event an employee receives unemployment compensation benefits (which as used herein also includes underemployment benefits during the school year associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.
  - c. For the first two such days as noted above in *Subsection a*, ten-and-one-half-month secretaries are to follow the same reporting rules and relevant contract language as applies to twelve-month secretaries (i.e. B2 above). For the third and fourth (and beyond) such day(s) during the regularly

scheduled calendar year, ten-and-one-half-month secretaries are not to report and will not be paid.

The work year for ten-and-one-half-month secretaries would then be extended as necessary following the final teacher record day, unless it is mutually agreed to do otherwise.

**SECTION C.** Under no circumstances will employees be required to work as the sole occupant of a building after 5:00 P.M. Every endeavor will be made to correlate the hours of employment of secretarial and other personnel in the building. The parties will jointly study the need for, and the feasibility of installing alarms in school buildings. Alarms may be installed upon written mutual agreement.

**SECTION D.** If an employee is scheduled to work as the sole occupant of a building, and whenever the conditions of the work place are such that they constitute a risk to the personal safety of the employee, then that employee shall, after first notifying his/her immediate supervisor, or in his/her absence, and if it is at all possible, the Supervisor of Non-Certified Human Resources or the Assistant Superintendent for Human Resources and Labor Relations, be allowed to leave the building and not work during such time. The employee will not normally be paid for the absence from work taken pursuant to this section nor shall such time be considered work time for the purposes of this Agreement.

**SECTION E.** In the event an employee is absent from his/her work station per the language of Section D above, then the employee shall, within five (5) working days of the absence, submit to the Assistant Superintendent for Human Resources and Labor Relations a written report of the circumstances surrounding his/her absence.

**SECTION F.** Any case of employment-related assault upon a secretary during working hours or arising out of an employment situation shall be immediately reported to the Board or its designated representative. The Board will render reasonable assistance to the secretary in connection with handling of the incident by law enforcement and/or legal authorities. The Board may provide legal counsel at the discretion of the Superintendent and/or designee.

**SECTION G.** Damage to personal belongings due to any case of employment-related assault upon a secretary during working hours that arises out of and in the course of employment may be reimbursed by the Board up to a maximum of two hundred (\$200.00) dollars.

**SECTION H.** Whenever an employee is absent from work as a result of a personal injury caused by any case of employment-related assault upon a secretary during working hours that arises out of and in the course of employment, she/he will be paid for his/her full salary (less the amount of any Workers' Disability Compensation paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, require a confirming statement from a medical doctor relative to the duration of such absence from work. As soon as the employee is able to return to work, she/he shall be restored to his/her previous position, if available, or one of equivalent salary.

**SECTION I.** Each year, up to six (6) working days may be utilized by the Association so that secretarial-clerical employees may attend professional workshops conducted by the Michigan Association of School Secretarial Personnel or another workshop to be mutually agreed upon. Permission to attend such workshops must be secured in advance. The persons attending will be chosen by the Executive Board from among the membership and the representatives shall have been employees of the Board for at least one (1) year. The representatives utilizing these days will suffer no loss in pay and will be compensated for expenses deemed necessary by the Board. If approved by the Superintendent and/or designee, others wishing to attend professional workshops at their own expense may do so without loss of pay.

**SECTION J.** The Board and the Association agree that it is in the public interest for employees to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Board may, in its sole discretion, select any training program session, or meeting which it finds suitable. When so directed by the Board, employees shall participate in all training



programs, sessions, or meetings selected by the Board. In the event the training programs, sessions, or meetings are scheduled outside an employee's normal working hours, he/she will be given either compensatory time off or be paid for such hours.

SECTION K. In-service training programs may be arranged at the request of either the Association or the Board.

SECTION L. The Board agrees to make efforts to maintain the temperature in secretarial working areas within a 60- to 80-degree range. In situations in which the work area temperature is below 60 degrees or above 80 degrees, and no relief is probable within a reasonable period, the matter will be presented to the Assistant Superintendent for Human Resources and Labor Relations for his/her consideration. In such situations, secretaries may be reassigned to an alternate work site, said reassignment to be at the discretion of the administration and at the secretaries' regular hourly rate of pay.

SECTION M. Association representatives may be allowed up to three (3) working days per year to devote to local Association business. Permission to utilize such days shall normally be obtained at least twenty-four hours in advance, both from the employee's immediate supervisor and from the Assistant Superintendent for Human Resources and Labor Relations, or his/her designee, unless an emergency arises. It is understood that such times shall normally be used in one-quarter or one-half day blocks. The Association's right of access to District employees during the employee's working hours shall be limited to the employee's meal period and coffee breaks. Upon the approval of the Board or the principal or supervisor of the building or program in which an employee works, an Association representative may be permitted to meet with District employees during working hours.

SECTION N. The Saginaw Board of Education agrees to form a committee, of equal numbers of administrators and secretaries, for the purpose of reviewing the "Guidelines for Administration of Medication by School Personnel." Said committee will be given the authority to conduct appropriate in-service/training to both building administrators and secretaries. Monitoring and compliance of any recommended procedures will be the responsibility of the Human Resources Department.

#### ARTICLE XXVI - GENERAL

SECTION A. Copies of the Agreement shall be duplicated at the expense of the Board of Education and presented to all secretaries now employed by the Board or hereafter employed during the duration of the Agreement.

SECTION B. The Board may, at its discretion, require that employees submit to physical and medical tests and examinations by a Board-appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, etc. provided however, that the Board will pay the cost of such tests and examinations. If such tests and examinations are scheduled outside the employee's normal work hours, he/she will be paid his/her normal hourly rate for such time.

SECTION C. The Board may, at its discretion, require that employees provide written authorization to the Board to obtain specific and detailed medical data from the employee's doctor or hospital for any illness or injury which has resulted in lost work time.

SECTION D. The parties will, at least sixty (60) days prior to the expiration of the Agreement, begin negotiations, under the conditions as will be mutually agreed upon, for a new agreement covering wages, hours, terms and conditions of employment of secretaries covered by this Agreement.

SECTION E. In the event a secretary drives his/her own car pursuant to a request by his/her supervisor for work-related activities, he/she will be paid the current mileage allowance. To be eligible for such payment, the employee must submit to the Board by the tenth (10th) of each month, in a form acceptable to the Board, a report explaining the mileage for which payment is claimed in the preceding calendar month.

SECTION F. The Board shall provide a four-drawer (with lock) file for use by the Saginaw Public Schools Secretaries' Association which shall be located in a location mutually agreed upon by the Association and the Board.

SECTION G. It will be the responsibility of the employee to give the employer at least two weeks' notice before the effective date of his/her termination, except in unusual circumstances. In any case, an employee must, under all circumstances, fill out the required termination forms. Failure to fill out the termination forms will mean a forfeiture of any accrued vacation, holiday, or other benefits.

#### ARTICLE XXVII - WAIVER CLAUSE

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

#### ARTICLE XXVIII - SEPARABILITY AND SAVING CLAUSE

If any article or section of this Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

#### ARTICLE XXIX - ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXX - TERMINATION

SECTION A. This Agreement shall be in full force and effect up to and including June 30, 2008.

SECTION B. This Agreement shall continue in effect for successive one- (1) year periods after June 30, 2008, unless notice is given in writing by either the Association or the Board to the other party at least sixty (60) days prior to June 30, 2008, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modifications, amendment, or termination as such notice may indicate on July 1, 2008, or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the sixty- (60) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate on or after June 30, 2008, or the subsequent anniversary date, as the case may be, by giving the other party a ten- (10) day notice in writing. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

SECTION C. If any negotiations described in Section B above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1995 shall be followed.

SECTION D. IN WITNESS WHEREOF, the Association and the Board have caused this Agreement to be executed in their names by their duly authorized representatives on this sixth day of September, 2006.

BOARD OF EDUCATION OF THE  
CITY OF SAGINAW

By:   
President

By:   
Secretary

SAGINAW PUBLIC SCHOOLS  
SECRETARIES' ASSOCIATION

By:   
President

By:   
Vice President

**APPENDIX A**

**SECRETARIAL - CLERICAL CLASSIFICATION AND POSITIONS\***

**CLASSIFICATION I  
(PAY GRADE)**

- Secretary - Assistant Superintendents, Chief Financial Officer, Executive Directors
- Secretary - Senior High Principal (3) or Senior High Lead Secretary

**CLASSIFICATION II  
(PAY GRADE)**

- Secretary - Purchasing\*
- Secretary - Personnel Directors/Managers
- Secretary - Administrative Assistants and Special Divisions
- Chief Clerk - Accounts Payable
- Secretary - Payroll
- Secretary - Middle School Principal/Saginaw Arts and Sciences Academy (SASA)
- Secretary - Senior High Schools - Assistant Principals
- Secretary - Head Cashier
- Secretary - Food Service

**CLASSIFICATION III  
(PAY GRADE)**

- Secretary - Supervisors and Directors
- General Secretary - High Schools, Middle Schools/SASA, Elementary Schools
- Switchboard - Receptionist, Central Office

**CLASSIFICATION IV  
(PAY GRADE)**

- Secretarial/  
Clerical - Elementary, Secondary Divisions

\* Subject to Memorandum of Understanding, October 9, 1998.

\*\* It is understood that the designation of classifications and positions is not intended as designating job content or as restricting work assignments.

APPENDIX B

**COMPENSATION – SCHEDULE B**  
 Schedule 2006-2007  
 Effective July 1, 2006 through June 30, 2007

STEP	PERSONNEL							
	CLASS 1	CLASS 2	CLASS 3	CLASS 4	Regular Rate		Bridge Rate	
					CLASS 3	CLASS 4	CLASS 3	CLASS 4
1	12.16	11.41	10.79	10.16	10.79	10.16	8.92	8.40
2	13.10	12.29	11.63	10.95	11.63	10.95	9.61	9.05
3	13.47	12.68	12.01	11.34	12.01	11.34	9.93	9.38
4	13.88	13.10	12.42	11.75	12.42	11.75	10.27	9.71
5	14.27	13.47	12.82	12.12	12.82	12.12	10.60	10.02
6	14.66	13.88	13.20	12.51	13.20	12.51	10.92	10.35
7	15.05	14.27	13.59	12.92	13.59	12.92	11.24	10.68
8	15.45	14.66	13.98	13.31	13.98	13.31	11.56	11.01
9	15.85	15.05	14.42	13.70	14.42	13.70	11.93	11.33
10	16.24	15.45	14.77	14.11	14.77	14.11	12.21	11.67
11-15	17.22	16.38	15.65	14.96	15.65	14.96	12.94	12.37
16-20	17.54	16.69	15.95	15.24	15.95	15.24	13.19	12.60
21-25	17.86	17.00	16.24	15.52	16.24	15.52	13.43	12.83

**COMPENSATION – SCHEDULE B**  
 Schedule 2007-2008  
 Effective July 1, 2007 through June 30, 2008

STEP	PERSONNEL							
	CLASS 1	CLASS 2	CLASS 3	CLASS 4	Regular Rate		Bridge Rate	
					CLASS 3	CLASS 4	CLASS 3	CLASS 4
1	12.28	11.53	10.89	10.26	10.89	10.26	9.01	8.49
2	13.23	12.41	11.74	11.06	11.74	11.06	9.71	9.14
3	13.61	12.80	12.13	11.46	12.13	11.46	10.03	9.47
4	14.02	13.23	12.55	11.86	12.55	11.86	10.38	9.81
5	14.41	13.61	12.95	12.24	12.95	12.24	10.70	10.12
6	14.80	14.02	13.33	12.64	13.33	12.64	11.03	10.45
7	15.20	14.41	13.73	13.05	13.73	13.05	11.35	10.79
8	15.61	14.80	14.12	13.44	14.12	13.44	11.67	11.12
9	16.01	15.20	14.57	13.83	14.57	13.83	12.05	11.44
10	16.40	15.61	14.91	14.25	14.91	14.25	12.33	11.78
11-15	17.39	16.54	15.81	15.11	15.81	15.11	13.07	12.49
16-20	17.72	16.86	16.11	15.39	16.11	15.39	13.32	12.73
21-25	18.04	17.17	16.41	15.68	16.41	15.68	13.57	12.96

## APPENDIX C

### SHORT-TERM DISABILITY BANK

Effective July 1, 1980, eligible, full-time regular seniority employees shall be eligible for a short-term disability protection program in the event of an injury or sickness resulting in total disability according to the provisions outlined below.

#### 1. Eligibility

- a. To be eligible for any benefit(s) under this section, a unit member must have accrued at least five (5) years' seniority within the secretarial-clerical bargaining unit prior to the date of the illness or injury involved.
- b. The employee must be actively employed at the time of the illness or injury.
- c. Prior to using up all contractually available days, per *paragraphs d and e* below, an eligible employee may make application to be placed on an extended sick leave status by filling out the necessary personnel forms. Said status shall be referred to as "Short-Term Disability Bank" status.
- d. Employees must have exhausted all their contractually available compensable days, including vacation days, personal leave days and accumulated individual sick leave days.
- e. Employees must have applied for and been granted the maximum possible grant(s) from the secretarial sick leave bank.
- f. Employees making application for STDB status will be required to submit to medical testing by a Board-appointed doctor, at Board expense, provided however, that if the employee submits adequate personal medical documentation, in the judgment of the Board, medical testing by a Board doctor may not be required.

#### 2. Benefits

- a. After having exhausted all available days per *No. 1* above, an employee shall be eligible for short-term disability protection for a total period of ninety (90) regularly scheduled workdays, beginning with the date on which all contractually available days, including sick leave bank benefits, have been exhausted.
- b.
  - 1.) There shall be established a "Short-Term Disability Bank" from which eligible unit members shall be allowed to draw. Said "Short-Term Disability Bank" shall be credited during any given year (July 1 through June 30) with the number of days remaining in the secretarial sick leave bank, per *Article XX* of this Agreement, from the previous year's sick leave bank.
  - 2.) All days credited to the "Short-Term Disability Bank" under the auspices of *Article XX, Section A1* shall be a one-year credit only and any days not used in the "Short-Term Disability Bank" as of June 30 of any given year will be set aside and will not be accumulated or carried over from year to year.
  - 3.) Any days credited to the "Short-Term Disability Bank" under the auspices of *Article XX, Section A2* will not be set aside as of June 30 of any year and may be carried over and accumulated from year to year.
- c. Benefit levels in the "Short-Term Disability Bank" shall be at a rate of fifty (50%) percent of the employee's current, normal hourly rate and any days so used shall

be deducted from the STDB at the rate of one-half (½) day for each day of pay use by benefiting employees.

- d. In regard to the benefit levels listed above in *Subsection c*, said benefit levels shall be reduced by any amounts received by any other applicable remuneration, that is, by any other amounts received or which an employee is eligible to receive, through such programs as the Michigan Public Schools' Retirement Fund, Federal Social Security, or through such pensions as Workers' Compensation, for which the employee may be eligible.
- e. An employee's health and life insurance premiums shall continue to be paid by the Board while said employee is on an STBD status, unless the employee is eligible for substantially equivalent fringe benefits from another source.
- f. An employee shall not accrue seniority credit while on the status of STDB.

#### Definitions

- a. "Injury" as used herein means bodily injury caused by accident occurring while the program is in force as to the person and resulting directly in total disability.
- b. "Sickness" as used herein means sickness or disease which causes total disability and occurring while the program is in force (as to the person).
- c. "Total Disability" as used herein means the inability of the person to perform the substantial and material duties pertaining to his/her occupation during the eligibility period.

#### 4. General

- a. Benefits are not payable with respect to any period of disability, or portion thereof, during which the employee is not under the regular care of a legally qualified physician or surgeon.
  - b. Benefits are not payable with respect to any period of disability, or portion thereof, during which the employee is engaged in any work for compensation, wages, or profit, provided that this specific limitation shall be waived while the employee who is otherwise eligible for the daily disability benefit under this program participates in a program of rehabilitation or retraining, approved in writing, by the Board.
  - c. An individual must remain domiciled at his/her normally occupied residence, i.e. their normal Saginaw-based residence, during any period in which Board-paid STDB benefits are in force. Said regulation shall remain in effect unless, in the judgment of the Board, there exists properly documented medical reasons for residency elsewhere. The Board retains the right, in this regard, to require that medical opinion(s) be obtained from Board-named physicians.
5. It is agreed that the provisions of this memo have an extra-contractual status.

#### APPENDIX D

##### MEMOS OF UNDERSTANDING

#### 1. Health Insurance – Cost Containment

- a.) A committee consisting of three (3) representatives of SPSSA and three (3) representatives of the Board shall be formed to study the possible implementation of cost containment measures in the area of group health insurance. Measures to be reviewed will specifically include, but not be limited to, employee co-pays and deductibles and alternate plans including a Preferred Provider Organization.

- b.) Should the parties so mutually agree, the provisions of *Article XXIV, Section A* may be modified so as to reflect appropriate cost containment measures, it being specifically understood that the Board shall in no instance be required to pay a greater amount toward a health premium payment than those noted in *Article XXIV, Section A3*.

2. **Reclassification Committee**

- a.) An advisory committee composed of three (3) representatives of the Board and three (3) representatives of the Association may be established at the request of either party. The advisory committee may make non-binding recommendations in regard to the classifications (pay grades) and positions which may be implemented during the remainder of this Agreement. The advisory committee will meet as mutually agreed, and during such hours as are mutually agreeable. It is specifically understood that the job classifications and positions set forth in *Appendices A and B* will remain in effect for the life of this Agreement unless changed by the Board under *Article XII - New Jobs*. The recommendations of this advisory committee will not be binding upon either party and will not be the basis of a grievance nor subject to the Grievance Procedure.
- b.) Notwithstanding the above provisions contained in *No. 1*, the Board shall be free to undertake a study and/or review or to contract for a study and/or review of the existing classification systems. Should such a study/review be conducted, the Board agrees to review the findings with the Association.

3. **Retired Employees - Term Life Insurance**

The Board shall maintain in force and effect a term life insurance policy in the face amount of \$1500.00 for each retired employee who has completed a minimum of fifteen (15) years or more of service with the Board, has attained the age of sixty (60) years and who has voluntarily retired between the dates of January 1, 1976 and June 30, 1986.

The Board shall maintain in force and effect a term life insurance policy in the face amount of \$1500.00 for each retired employee who has completed a minimum of fifteen (15) years or more of service with the Board and has attained the age of sixty-two (62) years and who has voluntarily retired between the dates of January 9, 1974 and December 31, 1975.

This policy shall be maintained in force and effect by the Board if, and only if the retired employee(s) shall annually notify the Board in writing addressed to the Supervisor for Non-Certified Employees, of his/her legal mailing address. Said notice is to be furnished no later than June 30 of each calendar year or said coverage shall no longer be in effect for the involved retired employee.

4. **Health Benefits**

If subsequent to ratification of this Agreement, a law is enacted which required the Board to pay for a fund or a state or national health insurance system to provide, in whole or in part, the same or similar health benefits to those already provided under this Agreement, then the health benefits provided under this Agreement shall be considered as a substitution for any provisions of similar benefits provided under such law. If any benefits of a similar nature to those provided under this Agreement are required by law and the benefits provided under this Agreement are not considered in substitute therefore, the Board shall, at its option, have the right to either reduce the benefits under this Agreement by the amount of such benefit provided under such law (provided the overall benefit level provided employees will not be reduced) or the Board shall have the right to reopen this agreement solely on the issue of reducing health benefits so that the Board is not required to pay for the same or similar benefits twice.



5. Family and Medical Leave Act

- A. It is understood and agreed between the parties that certain contractual allowances may be made in order to accommodate state and/or federal legislation and implementation provisions of the Family and Medical Leave Act (PL-103-3).
- B. In the event that it is required that provisions of the Family and Medical Leave Act are to be implemented, and provided further that said Family and Medical Leave Act provisions are in conflict with provisions of the collective bargaining agreement between SPSSA and the Saginaw Board of Education, the Administration agrees to meet with representatives of SPSSA prior to said implementation, so as to inform the Association regarding the contractual allowance to be made.
- C. It is agreed that the following are examples of implementation procedures which will govern the Administration in this regard:
  - 1.) Leaves granted under *Article XXIII* will be counted against an employee's annual Family and Medical Leave entitlement;
  - 2.) The language of *Section A* of *Article XXIII* shall not be applicable, regarding the discretionary rights of the Board (Administration) if such a discretionary decision is in conflict with the provision of the Family Medical Leave Act;
  - 3.) The language of *Sections A, D, and Section E, and F, of Article XXIII* shall not be applicable, regarding the non-provision of fringe benefits to eligible employees on any leave of absence, if said leave is granted to an employee as a "Family and Medical Leave Act qualifying leave of absence." It is understood that all such premiums paid by the Board may be recovered while an employee was on an unpaid Family Medical Leave of absence, per the applicable provision of the Family Medical Leave Act.
  - 4.) Notwithstanding the language of *Article XXIII, Section I* an employee returning to work from a Family Medical Leave Act leave will be restored to the position which he/she left, or to an equivalent position with equivalent pay.
  - 5.) Notwithstanding the language of *Article XXIII, Section D* an employee requesting a leave of absence, under the auspices of *Article XXIII, Section D*, which is a qualifying Family Medical Leave Act leave, shall provide notice to the Board, according to the notice requirements of the Family Medical Leave Act.

6. Subcontracting

This will serve to confirm our understanding relative to the removal of the subcontracting language from the Saginaw Public Schools Secretaries' Association contract in view of the provisions of PA 112 of 1994 which makes the issue a prohibited subject of bargaining.

In the event PA 112 is reversed, while it is recognized that the Board has the right to subcontract or contract out any and all work, processes, or services, and to transfer work out of the bargaining unit, it is agreed that before the Board removes said bargaining unit work from the bargaining unit, it shall notify the Association. If requested in writing by the Association within five (5) days following notification, the Board shall meet and confer with the Association on the matter.

APPENDIX E

2006-2007  
 10.5 Month Secretaries School Calendar  
 Saginaw Public Schools • Saginaw, Michigan

Wk	S	M	T	W	T	F	S	Wk	S	M	T	W	T	F	S
<b>AUGUST (14)</b> 1 B 3 4 5 6 7 8 A 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 [28] [29] [30] [31]								<b>JANUARY (8)</b> 21 [22] 23 24 25 26 27 28 [29 30 31]							
<b>SEPTEMBER (20)</b> 1 2 3 4 5 B 7 8 9 10 11 12 A 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30								<b>FEBRUARY (20)</b> 1 2 3 4 5 6 B 8 9 10 11 12 13 A 15 16 17 18 19 20 21 22 23 24 25 26 27 28 30							
<b>OCTOBER (22)</b> 1 2 3 B 5 6 7 8 9 10 A 12 13 14 15 16 17 18 19 RS 21 22 23 24 25 26 27 28 29 30 31								<b>MARCH (22)</b> 1 RS 3 4 5 6 B 8 9 10 11 12 13 A 15 16 17 18 19 20 21 22 RE 24 25 26 27 28 29 30 31							
<b>NOVEMBER (20)</b> B 2 RE 4 5 6 [7] A 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30								<b>APRIL (15)</b> 1 2 3 B 5 6 7 8 9 10 A 12 13 14 15 16 17 18 19 RS 21 22 23 24 25 26 27 28 29 30							
<b>DECEMBER (16)</b> RS 2 3 4 5 B 7 8 9 10 11 12 A 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31								<b>MAY (22)</b> 1 B 3 4 5 6 7 8 A 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							
<b>JANUARY (13)</b> 1 2 B 4 5 6 7 8 9 A 11 12 13 14 15 16 17 18 R 20								<b>JUNE (11)</b> 1 2 3 4 5 B R [8] 9 10 11 12 A 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30							
105 days <b>Bold Figures – Indicate Secretaries Work Days</b> B Board Briefing Session A Board Action Meeting								98 days End of Semester – January 19 & June 7 (10.5 month Secretaries will work 203 days) R End of Marking Period – All Grades RS End of Marking Period – Secondary RE End of Marking Period – Elementary							

**2007-2008**  
**10.5 Month Secretaries School Calendar**  
**Saginaw Public Schools • Saginaw, Michigan**

Wk	S	M	T	W	T	F	S	Wk	S	M	T	W	T	F	S
<b>AUGUST (14)</b>								<b>JANUARY (8)</b>							
				B	2	3	4								
5	6	7	A	9	10	11		20	21	[22]	23	24	25	26	
12	13	14	15	16	17	18		27	28	29	30	31			
19	20	21	22	23	24	25									
26	[27]	[28]	[29]	[30]	31										
<b>SEPTEMBER (19)</b>								<b>FEBRUARY (21)</b>							
							1							1	2
2	3	4	B	6	7	8		3	4	5	B	7	8	9	
9	10	11	A	13	14	15		10	11	12	A	14	15	16	
16	17	18	19	20	21	22		17	18	19	20	21	22	23	
23	24	25	26	27	28	29		24	25	26	27	28	29		
30															
<b>OCTOBER (23)</b>								<b>MARCH (15)</b>							
				B	4	5	6								1
7	8	9	A	11	12	13		2	3	4	B	6	R	8	
14	15	16	17	18	R	20		9	10	11	A	13	14	15	
21	22	23	24	25	26	27		16	17	18	19	20	21	22	
28	29	30	31					23	24	25	26	27	28	29	
								30	31						
<b>NOVEMBER (20)</b>								<b>APRIL (22)</b>							
					1	2	3								
4	5	[6]	B	8	9	10		6	7	8	A	10	11	12	
11	12	13	A	15	16	17		13	14	15	16	17	R	19	
18	19	20	21	22	23	24		20	21	22	23	24	25	26	
25	26	27	28	29	R			27	28	29	30				
<b>DECEMBER (15)</b>								<b>MAY (21)</b>							
							1								
2	3	4	B	6	7	8		4	5	6	B	8	9	10	
9	10	11	A	13	14	15		11	12	13	A	15	16	17	
16	17	18	19	20	21	22		18	19	20	21	22	23	24	
23	24	25	26	27	28	29		25	26	27	28	29	30	31	
30	31														
<b>JANUARY (13)</b>								<b>JUNE (11)</b>							
				B	3	4	5								
6	7	8	A	10	11	12		1	2	3	B	5	6	7	
13	14	15	16	17	R	19		8	[9]	10	A	12	13	14	
								15	16	17	18	19	20	21	
								22	23	24	25	26	27	28	
								29	30						

104 days

**Bold Figures - Indicate Secretaries Work Days**  
**B** Board Briefing Session  
**A** Board Action Meeting

98 days

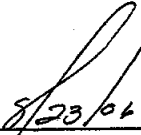
End of Semester - January 18 & June 6  
 (10.5 Month Secretaries will work 202 days)

**MEMO OF UNDERSTANDING**

**The Parties agree, during the course of this Contract, that if any disputes arise regarding any articles contained in this Contract, the Parties will meet and work out the differences.**

  
**FOR THE UNION**

  
**FOR THE BOARD**

  
**DATE**