

MASTER AGREEMENT

between

BOARD OF EDUCATION  
SAGINAW TOWNSHIP COMMUNITY SCHOOLS

and

SAGINAW TOWNSHIP EDUCATIONAL OFFICE PERSONNEL

July 1, 2004 through June 30, 2007

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MASTER AGREEMENT  
BETWEEN  
SAGINAW TOWNSHIP BOARD OF EDUCATION  
AND  
SAGINAW TOWNSHIP EDUCATIONAL OFFICE PERSONNEL

AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of July, 2004, between the Board of Education of Saginaw Township Community Schools, hereinafter called the "Board" and Saginaw Township Educational Office Personnel, hereinafter called the "Association" affiliated with MESPA/MEA/NEA.

ARTICLE I  
RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representatives as defined in Section II of Act 336, Public Acts of 1947, for all executive secretaries, payroll and benefits executive secretary, administrative secretaries (Level I & II), secretaries (Level I & II), library/media assistants, cashier, office assistants, and instructional assistants, (but excluding all supervisory, temporary or casual, and executive confidential secretaries). All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "secretaries" or "bargaining unit members" or "employee."

B. Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment.

C. Temporary employees shall be defined as an employee hired for a duration of not more than ninety (90) days, unless extended by mutual agreement. Repeated use of temporary employees shall not occur such that a regular and continuing need to hire a regular employee is subverted.

D. Substitute employees shall be defined as an employee hired to fill the place of an absent regular employee on an hourly basis.

ARTICLE II  
RIGHTS OF THE ASSOCIATION

A. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

B. The Association shall have the right to post notices of its activities and matters of

Association concern on Association bulletin boards, one of which shall be provided in each building.

C. The Association may use the district's inter-school mail service and mailboxes for communications to its members provided distribution of Association mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service. The Association members may have access to the Internet and e-mail for their personal use free of charge so long as such use is not during scheduled working hours and such use does not create any additional expense for the District. The expectations are that the members would use them in a professional manner that would comport with the expectations of the public for use of public property.

D. Upon request in writing by the Association, the following reports will be made available if the report is complete:

1. Annual Financial Report and/or Form B for the year ending as of June 30<sup>th</sup> after completion of the audit.
2. Copy of budget that is presented for adoption by the Board.
3. List of personnel covered by Master Agreement, including salaries, degree, and years of experience in system and out.
4. Information concerning economic data of fringe benefit program, if such information is reasonably available in the business office.
5. Information concerning sources of income to the district.

E. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings subject to scheduling by the administration.

F. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall: (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association; or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee established shall not exceed the maximum permitted under the law. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in

that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article. If at any time this save harmless is declared unenforceable or void, the Agency Shop provision of this Agreement shall be declared nugatory.

G. The Association shall indemnify the board and hold it harmless against any loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article and in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend against such action or claim.

H. Association Days. The Board shall permit a person or persons designated by the Association a maximum of twelve (12) days total absence, without loss of pay, to attend Association business provided the Association reimburses the Board for the substitute(s) if hired. Association days not used in the previous contract year may be accumulated for a total accumulation in any one year of twenty (20) days.

### ARTICLE III RIGHTS OF THE BOARD OF EDUCATION

A. The Board on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### ARTICLE IV NO STRIKE

The Association and the Board recognizes that strikes and other forms of work stoppages by bargaining unit members are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause,

aid, encourage, ratify or condone, nor shall any bargaining unit member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any bargaining unit member to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

## ARTICLE V HOURS OF WORK

A. When school is in session the normal workday for all office personnel shall not exceed seven and one-half (7-1/2) working hours per day, five (5) days a week. The lunch period may be adjusted for the convenience of the building but must be duty free, uninterrupted, and under any circumstances no less than thirty (30) consecutive minutes.

B. Employees will be provided a fifteen (15) minute relief time in the morning and the afternoon. If a bargaining unit member is required to work during his/her break, the bargaining unit member shall be compensated at the hourly rate for the time the bargaining unit member is required to work.

C. Overtime. Employees must have prior permission to work any hours in addition to or outside of their regularly scheduled work hours and, that permission should be in writing when possible. Bargaining unit members will be paid their hourly rate for all hours worked up to and including forty (40) hours. Bargaining unit members will be paid 1-1/2 times their hourly rate after forty (40) hours of work per week unless the employee agrees to receive compensatory time rather than their hourly rate.

D. Compensatory Time. Compensatory time may be granted at straight time for all hours worked in addition to the regular schedule up to and including forty (40) hours. Compensatory time shall be granted at time and one-half for all hours worked in excess of forty (40) hours per week when the employee elects to receive compensatory time. The employee must indicate prior to working the overtime whether the employee will be compensated based on his/her hourly rate or receive compensatory time. Employees shall keep track of their compensatory time using a form provided by the district and must have the approval of their supervisor prior to using any compensatory time. Each employee must use all compensatory time available to him/her prior to the conclusion of each school year.

E. Emergency Days. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, etc., may be rescheduled at the end of the school year at the discretion of the Board of Education.

All bargaining unit members, except Instructional Assistants, will report on these days to their regular assignment or another assignment as directed by their supervisor at the regular time or as soon thereafter as weather and travel conditions permit. Members who are unable to report to work shall notify their respective administrator no later than two (2) hours after the report time and the day will be subtracted from: (1) vacation or personal leave; or (2) will be a non-paid day; or (3) will be a rescheduled workday determined by the administrator in accordance with building needs.

Bargaining unit members working less than 200 days shall be required to work with pay on any rescheduled days not exempt from the Michigan School Code.

Instructional Assistants shall not report on emergency days. Instructional Assistants shall instead, report on a previously unscheduled day as directed by their supervisor in lieu of working the emergency day. Instructional Assistants may elect to take a personal day or non-paid day rather than a rescheduled workday by informing their supervisor of this decision within five (5) workdays of the emergency day.

Should the Superintendent direct all staff not to report on an emergency day, all bargaining unit members shall be paid for the scheduled hours lost.

#### ARTICLE VI VACANCIES, PROMOTIONS AND TRANSFERS

A vacancy shall be defined as a newly created position or a present position that is not filled which the School District intends to post. Notwithstanding this provision, nothing herein shall require the School District to create or fill a vacant position. When positions are eliminated by the School District or when vacant positions will not be filled by the School District, the School District will notify the STEOP of such matters upon the STEOP's request.

Whenever a vacancy is created in the bargaining unit the Administration shall utilize the following procedure:

A. Post established vacancies and newly created positions as soon as vacancies occur. This posting will occur in each building employing members of this bargaining unit for a period of ten (10) days. Positions may be posted for a period of five (5) working days by mutual agreement between the parties. Said posting shall contain the following information:

- |                     |                             |
|---------------------|-----------------------------|
| 1. Type of work     | 5. Hours to be worked       |
| 2. Location of work | 6. Job title/classification |
| 3. Starting date    | 7. Minimum requirements     |
| 4. Rate of pay      |                             |

In the event a vacancy is filled from within the bargaining unit from an initial posting, the subsequent vacancy(ies) created by such filling internally will be posted for a period of five (5) workdays for each occurrence. A copy of any and all bargaining unit position vacancy postings shall be sent to the Association whenever such posting occurs.

B. Vacancies shall be posted on the district website or online posting system and listed on the telephone job hotline. Employees shall be reminded of where they will find posted positions via a paycheck stuffer at the end of each school year.

C. Vacancies. Employees in the bargaining unit shall be granted an interview if the employees have demonstrated on the application that they possess the minimum

qualifications of the position as listed on the posting. All vacancies shall be filled based on employee's skills, abilities, qualifications and work record. The Board shall retain the right to hire/promote the most qualified candidate. The Board shall determine the extent to which an employee possesses the skills and/or abilities to perform the work of a posted position. Employees classified in a higher classification shall not have any preference to a vacancy over an employee classified in a lower classification. In cases where two or more applicants are equally qualified, the most senior employee shall be awarded the position.

D. The interview committee for clerical vacancies shall include at least one S.T.E.O.P. member. The interview committee shall select the candidates to be interviewed for clerical positions. Any member who has applied for but not been awarded an interview or selected to fill a posted vacancy may request and is entitled to a meeting with the interview team.

E. Employees shall have the opportunity to take clerical testing two (2) times each year. Employees applying for a position will be offered an option to take a clerical test prior to an interview.

F. The district shall provide training in the area of clerical skills, resume writing, and interviewing. A committee of administrators and members shall be established on an annual basis to develop an agenda for professional development.

G. At the time of employment or job change, each employee shall be given a copy of the Master Agreement and job description plus a letter indicating job title, placement on the job classification level, salary, hours, and name of immediate supervisor. A copy of this letter will also be given to the president of the S.T.E.O.P.

H. Instructional assistants shall be assigned to classrooms based on the needs of the students and/or legal obligations resulting from IEPs. It is understood that the instructional assistants assignments must be more flexible than other bargaining unit positions. Administration will notify instructional assistants of assignment changes in as timely a manner as possible.

I. Office personnel presently employed by the school district who are selected according to the Articles of this contract for a new position within the district and whose probationary period has been fulfilled, shall not forfeit a step on the salary scale.

J. Involuntary transfers are to be minimized and avoided whenever possible.

K. Whenever bargaining unit members are required to perform substantially all of the duties of a higher classification for five (5) consecutive working days or more, they shall receive the rate of pay for that classification.

## ARTICLE VII SENIORITY

A. New employees will be considered as probationary employees until they have been employed continuously for six (6) months. The six (6) months of continuous



employment shall not include the summer break where the employee is not scheduled to work in the summer. Upon mutual agreement between the Board and the Association, this probationary period may be extended for a period of time not to exceed sixty (60) days. During the probationary period, the probationary employee may be discharged, laid off or otherwise dismissed at the sole discretion of the Board without any rights of recourse under the Agreement by either the employee or the Association. After completion of the probationary period, the employee will be considered as a regular employee and seniority will be established as of the first day worked.

B. When an employee acquires seniority, the employee's name will be placed on the seniority list. Up-to-date seniority lists will be maintained by the Association and furnished to all bargaining unit members and the Board in September and May.

C. If a tie occurs in the seniority list, seniority will be determined by the last four (4) digits of the employee's social security number with the smallest number having the most seniority. Ties broken for bargaining unit members prior to June 30, 1997 will remain as established on the seniority list.

#### ARTICLE VIII EMPLOYEE EVALUATION

A. Each employee is expected to meet the standards for performance as set forth in the district evaluation plan.

B. The administration shall formally evaluate the performance of probationary employees during the probationary period. The results of the evaluation shall be communicated to the employee in writing. The ultimate decision of retaining a probationary employee rests solely with the administration and is not subject to Article XVII of this agreement.

C. The administration shall formally evaluate the performance of non-probationary employees as indicated in the district evaluation plan.

D. Any changes to the evaluation plan shall be made through a joint committee of the S.T.E.O.P. and the Board.

#### ARTICLE IX REDUCTION IN STAFF

A. When a reduction in staff occurs lay-off will occur according to district seniority by classification: Least senior bargaining unit members will be laid-off first.

B. When bargaining unit members who have been laid-off due to reduction in force are to be re-employed, those having the most seniority shall be recalled first, providing they can do the available work. If called back within the same school year the bargaining unit member will remain at the same step when lay-off occurred. If called back in a subsequent school year, the bargaining unit member will move up one step. Bargaining unit members who have been laid-off for five (5) years or a period of time equal to their seniority, whichever is less, shall lose all rights to recall.

C. A bargaining unit member shall be provided ten (10) days notice before layoff occurs except in emergency situations which result in the complete closure of the school or facility.

D. When positions within the bargaining unit are eliminated the following procedure shall be used:

1. The lowest seniority employee in a classification shall be reduced and may bump into a lower classification, provided the employee has the seniority and can do the work without additional training.
2. A bargaining unit member whose position has been eliminated shall have first opportunity to fill the original job classification should it be reinstated.

#### ARTICLE X RESIGNATION

A. Any bargaining unit member desiring to resign shall file a letter of resignation with his/her immediate supervisor at least ten (10) working days prior to the effective date.

B. Any bargaining unit member who discontinues their services in accordance with Section A, does not forfeit his/her right to earned vacation time.

#### ARTICLE XI DISCIPLINE

A. No bargaining unit member shall be reprimanded, disciplined, discharged or docked pay without just cause. Any such reprimand, discipline, discharge, or docked pay shall be subject to the grievance procedure.

B. The parties agree that demotions are not a proper form of discipline and will not be used as a form of disciplinary action.

C. All disciplinary action shall be placed in the employee's personnel file. Material of a disciplinary nature will not be placed in the employee's file without first giving a copy of the same to the individual employee and informing the employee that the material is being placed in the personnel file.

1. Each bargaining unit member shall have the right to review, upon request, the contents of their own personnel file, excluding pre-employment data. Each bargaining unit member may have a representative of the Association accompany them in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files.
2. Each bargaining unit member shall have the right to submit a

written notation regarding any material in the personnel file and have it attached to the material.

3. The Administration shall take no disciplinary action against a bargaining unit member without prior notice to the bargaining unit member, unless the circumstances warrant immediate action. Upon request, the bargaining unit member shall have the right to have an Association representative present during any meeting called for the purpose of administering discipline.

## ARTICLE XII SICK LEAVE

- A. Sick leave is a form of insurance and is not a form of compensation. The purpose of sick leave shall be to protect bargaining unit members when they become ill.
- B. Bargaining unit members employed by the School District shall receive twelve (12) days sick leave per year. Beginning on July 1, 2006, the employees who fill positions that are scheduled for less than 260 days shall receive eleven (11) days sick leave per year.
- C. Accumulation of sick leave at a rate not to exceed 12 days per year with a maximum bank of one hundred eighty (180) days. Employees with sick leave banks in excess of one hundred eighty (180) days shall not forfeit sick days, but shall be required to draw from their bank for purposes of sick leave until the bank is reduced to the one hundred eighty (180) day maximum amount.
- D. Any bargaining unit member having exceeded their accumulated sick leave days may request additional days. This request shall be made in writing to the Sick Leave Review Board. This board shall consist of two (2) representatives of the Board of Education and two (2) representatives appointed by the Association. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be a majority decision of the Sick Leave Review Board.
- E. Bargaining unit members who leave the employment of the School District, except on a leave of absence, shall forfeit all their unused sick leave days, except as specified below, and days so forfeited shall not be restored if the bargaining unit member shall later re-enter the employ of the School District.
- F. Those bargaining unit members who have a perfect attendance record in the previous school year, will be granted one (1) personal appreciation day off with pay. These days shall be scheduled in advance, with a minimum of 48 hours notice, with the member's immediate supervisor and central office and shall be consistent with operational needs.

Perfect attendance shall be defined as a bargaining unit member who has not missed any scheduled workdays (excused or unexcused) except personal business days, jury duty, funeral leave, conference days, vacation days or Association days.

G. Satisfactory medical affidavit to the effect that an absence was caused by illness may be required for illness of more than three (3) days or if the district sees a continuing pattern of absence.

Personnel who have been absent because of personal illness for more than two weeks, before returning to duty, may be required to submit satisfactory medical evidence of ability to perform their duties. This evidence may be either a signed statement from their personal physician or a signed statement by a physician designated by the Superintendent.

### ARTICLE XIII PERSONAL DAYS

A. Bargaining unit members with a scheduled calendar less than 260 days or less than 7.5 hours per day will receive two (2) personal days without loss of pay, after they have completed one (1) year of service in the school district. One (1) unused day may be carried over to the following school year for a maximum of three (3) days available for any school year. Beginning on July 1, 2006, bargaining unit members with a scheduled calendar less than 260 days or less than 7.5 hours per day will receive three (3) personal days without loss of pay, after they have completed one (1) year of service in the school district. One (1) unused day may be carried over to the following school year for a maximum of four (4) days available for any school year.

B. Bargaining unit members with a scheduled calendar of 260 days and at least 7.5 hours per day will receive three (3) personal days without loss of pay, after they have completed one (1) year of service in the school district. One (1) unused day may be carried over to the following school year for a maximum of four (4) days available for any school year.

C. During the first year of employment, bargaining unit members shall be granted one of the personal days allowed in paragraphs A and B above upon completion of the probationary period. Upon the completion of one year of service, the bargaining unit member shall be entitled to any remaining personal days granted in paragraphs A or B above.

### ARTICLE XIV VACATIONS

A. Bargaining unit members who are full-time (fifty-two (52) week appointment) shall be entitled to two (2) weeks paid vacation after completing one (1) year of service in the school system.

B. Full-time bargaining unit members, as defined above, shall receive three (3) weeks vacation after completing five (5) years of service in the school system, and four (4) weeks vacation after completing ten (10) years in the school system.

C. Bargaining unit members who are given full time positions from lesser employment periods (such as 42, 44, etc., periods of employment) shall receive credit for

actual time worked toward the three (3) or four (4) week vacation period (i.e., 260 days service).

D. Beginning July 1, 1981, one year worked in the district prior to going on a full time position will count as one year toward vacation time.

E. Bargaining unit members shall be permitted to:

1. Choose the time of their vacation with due regard to the requirement of the job assignment and in consultation with supervisor.
2. Extend the vacation period one (1) day for each holiday occurring during said vacation period.
3. Bargaining unit members have the option of not working during Christmas and Easter vacation periods if job assignment permits and vacation time is available.
4. Vacations are not accumulative.

F. If earned vacation was unused due to complications of the position, vacation pay may be paid at the close of the contract year with the written recommendation of the supervisor and the approval of the Superintendent.

#### ARTICLE XV HOLIDAYS

A. Paid holidays for bargaining unit employees will be Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day. July Fourth shall be an additional paid holiday for all 230-260 day employees only.

B. If the above mentioned holiday falls on a Saturday, the Friday before will be given as a day off and when the holiday falls on a Sunday the following Monday will be given as a day off (providing school is not in session on these days.)

#### ARTICLE XVI LEAVE OF ABSENCE

A. Leaves of absence with pay shall be granted annually for the following reasons:

1. Family Medical Leave Act.  
Eligible bargaining unit members shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the Family Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.
2. Family Illness.  
A maximum of five (5) days in any contractual year (July 1 through June

30) are available for family illness in the \*immediate family. These days will be deducted from sick leave.

3. Bereavement Leave.

a. Death in the Immediate Family.

A maximum of three (3) days for a death in the \*immediate family and any additional days approved by the Superintendent without loss of pay.

b. Bargaining unit members shall be allowed one (1) day absence, and any additional days approved by the Superintendent, without loss of pay to attend the funeral of employee's/spouse's aunt, uncle, nephew, niece, sister-in-law, brother-in-law or the spouse of their child.

c. Bargaining unit members may attend the funeral of any other person by using a personal day or vacation day.

\*Immediate family shall include mother, father, stepmother, stepfather, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the employee's home. (Up to two (2) days for out-of-state travel will be allowed for purposes of critical illness or bereavement leave in the immediate family, subject to the approval of the Superintendent.)

4. Jury Duty.

Any employee called for jury duty shall be paid full compensation for such time less jury fees.

B. Personal Leave. Upon written request, a leave of absence for personal reasons may be granted, without pay, by the superintendent.

1. Such leave of absence may be granted for such period of time as is necessary, up to one (1) year, and upon written request, may be extended one additional year by the Superintendent.

2. When the bargaining unit member returns from leave of absence, the bargaining unit member shall be given first consideration for any job openings if the bargaining unit member's previous position is not available. If the bargaining unit member returns during the same contractual year, the bargaining unit member will remain on the same step on the salary schedule. The bargaining unit member will be placed on the next step of the salary schedule the following year, provided the bargaining unit member worked at least half of the previous contractual year.

ARTICLE XVII  
GRIEVANCE PROCEDURE

A. Definition: A grievance shall mean a complaint by a member of the bargaining unit that has been to him/her a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

As used in this Article, the term "bargaining unit member" may mean a group of bargaining unit members having the same grievance.

B. The bargaining unit member who feels that he/she has a grievance should first take the matter up verbally with the Immediate Supervisor (within ten (10) working days following the act or condition which is the basis of the bargaining unit member's grievance), who will attempt to resolve it with the bargaining unit member.

C. If this fails to resolve the grievance, the bargaining unit member shall submit the grievance in writing to the immediate supervisor, within thirty (30) working days of the meeting referred to in paragraph B. above, specifying the section of the contract alleged to be violated, the event that caused the alleged violation, the alleged violation, and the remedy sought.

D. Within five (5) working days of receipt of the written grievance, the Immediate Supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the bargaining unit member may appear personally or may be represented by the Association representative, or both. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

E. Within five (5) working days, after such conference, or longer if mutually agreed to, the Immediate Supervisor shall answer such grievance in writing. If the parties do not mutually agree to extend the five (5) day limit and the Immediate Supervisor does not answer within five (5) days, then the grievance shall be automatically appealed to the next level.

F. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Immediate Supervisor's decision will be final.

G. If the Association does not accept the Immediate Supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to the Superintendent within five (5) working days from the date of receipt of the Immediate Supervisor's written decision.

All time limits and/or steps may be waived by mutual consent of both parties providing such consent is in writing.

H. Within ten (10) working days of receipt of the written appeal, the Superintendent,

or a designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

I. Within ten (10) working days, or longer if mutually agreed to, the superintendent, or a designated representative, shall answer such grievance in writing. If the parties do not mutually agree to extend the ten (10) day limit and the superintendent, or designated representative, does not answer within the ten (10) days, then the grievance shall be automatically appealed to the next level.

J. Such answer shall be final and binding unless appealed to the next step within 25 working days from the date of the Superintendent's written decision.

K. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.

L. Within ten (10) days after submission to binding arbitration, as specified in "J" and "K" above, the party choosing to arbitrate must provide the other party with written notice setting forth the specific nature of the dispute to be arbitrated.

M. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of clear and unambiguous written terms of this Agreement.

N. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.

O. The fees and expenses of the third party impartial arbitrator, shall be borne equally by the parties. All other expenses incurred shall be paid for by the party incurring them.

P. The term "days" when used in this Article shall mean workdays, or during the summer months, days when the Administration office of the Board is open for business.

Q. Any claim or grievance arising prior to the expiration of this Agreement shall be



processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.

R. Grievances filed as class grievances shall be initiated at the Superintendent Level of the Grievance Procedure. The Superintendent shall retain the discretion to remand a class grievance to prior steps of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.

## ARTICLE XVIII SALARY PROVISIONS

A. Bargaining unit members shall be compensated according to the salary schedule in Appendix A, B, and C.

1. 2004-05 Salary Schedule Appendix A:  
The 2004-05 Salary Schedule shall be generated by increasing the dollar amounts of the 2003-04 schedule by two (2.0%) percent.
2. 2005-06 Salary Schedule Appendix B:  
The parties have agreed to a wage re-opener.
3. 2006-07 Salary Schedule Appendix C:  
The parties have agreed to a wage re-opener.

B. Timesheets. Instructional assistants shall be paid based on a bi-weekly timesheet. They may elect for their pay to be split between direct deposit and a bi-weekly paycheck. Instructional assistants must receive approval to take an unpaid absence from work with the exception of days where school is closed because of inclement weather.

C. Education Stipend. Bargaining unit members who obtain an Associate Degree or 60 college credits in their field of work shall receive \$750.00 annually. The Associate's Degree and college credits shall be evaluated by the Administration to determine job relatedness before additional compensation is paid. Instructional assistants shall be paid 50% of the education stipend in the pay period that includes the majority of the December break and 50% of the education stipend in the first pay after the conclusion of classes.

D. Longevity. Any bargaining unit member who has completed ten (10) school years with Saginaw Township Community Schools shall receive an additional three (3%) percent longevity over and above all negotiated increases based on the existing contract year. An additional three (3%) percent will be given a bargaining unit member who has completed fifteen (15) years with Saginaw Township Community Schools. The three (3%) percent longevity is computed on an annual basis.

ARTICLE XIX  
INSURANCE

A. Blue Cross-Blue Shield Community Blue PPO Plan:

1. The Board agrees to provide Blue Cross/Blue Shield of Michigan Comprehensive Hospital Certificate and Professional Services Group Certificate with riders D45NM, CC/CLC, OPC/OPPC, SATII, SOTPE, GLE1, ML, FAERC Plus-15, PPNV, AS1, DC, SD Trust-15; Master Medical Certificate Option I; Preferred Rx Certificate \$7.00 generic / \$14.00 brand Co-pay with a 90-day MOPD; as of July 1, 2005, the prescription co-pay will increase to \$10.00 generic / \$20.00 brand Co-pay with a 90-day MOPD; Medicare Complementary Exact Fill, Numerous Legal Clarifying riders.
2. All State and Federal mandated benefits will be provided on a current updated schedule as provided by Blue Cross/Blue Shield of Michigan. Additional benefits uniformly provided in these standard Blue Cross/Blue Shield of Michigan plan will become part of the contract.

(NOTE: Some of the designated terms listed above may be changed by the carrier. The coverage will not change.)

Those bargaining unit members electing such coverage shall receive, prorated coverage paid by the Board, the Master Medical Plan through Blue Cross/Blue Shield for their entire family.

3. Health Care Cost Sharing. Employee contributions for the above Blue Cross/Blue Shield insurance shall be made according to the following schedule (for a total dollar amount equivalent to 12 months). Contributions shall be by payroll deduction beginning with the first pay period for the school year for the applicable number of pay periods. Such deductions will be pursuant to a qualified, premium-only, pre-tax payroll deduction plan. The employee paid contribution for the premium rate includes payment for the rider covering abortion benefits.

Monthly Contributions

	7/1/04-6/31/05	7/1/05-6/31/06	7/1/06-6/31/07
<u>One Person</u>	\$10.00	\$15.00	\$15.00
<u>Two Person</u>	\$20.00	\$25.00	\$30.00
<u>Full Family</u>	\$30.00	\$35.00	\$40.00

- B. Dental Insurance. The Board shall provide a dental care program for all members of the bargaining unit and their eligible dependents to cover 80 percent of the cost of the following services to a maximum of \$2,200.00:

1. Basic Services. Services usually employed by dentists in evaluating existing conditions in the dental care required. By way of description, such services include: examination, consultation, diagnosis and diagnostic aides, and necessary radiographs.
2. Preventive Services. Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. By way of description, such services include: prophylaxis, topical application of fluoride solution, patient education and instruction in the proper fluoride intake.
3. Restorative Services. Services usually employed by dentists to rebuild and repair or reform the tissues of the teeth. By way of description, such services include: amalgam, and synthetic porcelain and plastic restoration. Gold restorations, crowns and jackets are covered when the teeth cannot be restored with another filling material.
4. Oral Surgery Services. Extractions and all other oral surgery procedures usually employed by dentists. By way of description, such services include: pre- and post-operative care.
5. Endodontic Services. Procedures usually employed by dentists for the treatment of non-vital teeth.
6. Peridontic Services. Procedures usually employed by dentists for treatment of diseases of the gums and supporting structure of the teeth.
7. Prosthodontic Services. To include bridges, partials and complete dentures.
8. Orthodontal Coverage. Class III benefits with a maximum payment of \$1,300.

The Board shall name the carrier for the above dental services. It is agreed that the coverage will be equivalent to MEA-MESSA Dental Care Program Plan "E-007" which is currently provided at the time of the signing of this agreement.

C. Vision Care. Shall be comparable to "Negotiated Intermediate Vision Care." Beginning on July 1, 2005, the vision care shall be comparable to VSP2 Silver.

D. Term Life. The Board shall provide all bargaining unit members a term life insurance policy of \$45,000. Additional dependent life insurance for \$5,000 and additional term life insurance for the bargaining unit members shall be offered with the bargaining unit member paying the cost of additional insurance. This offer is subject to the terms of the carrier.

E. Long Term Disability (LTD). Long-term disability will be provided as follows: 66 2/3% to \$2500 maximum with the same 180 day waiting period.

F. The above insurance coverage applies to those bargaining unit members working at least twenty (20) hours or more per week.

G. Right to Select Carrier. Any benefits provided for by this Agreement (excluding paragraph A Blue Cross/Blue Shield) shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the District. "Insurance Companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company. The carriers named in B through E above, have been listed for illustrative benefit levels only.

H. Pro-ration of Insurance Benefits for Part-Time Employees. Employees scheduled to work 37 hours or more per week shall be considered full-time.

Employees shall be required to contribute to the payment of their insurance benefit premiums as follows:

<u>Regularly Scheduled Hours</u>	<u>Percent of Premium Paid by District</u>
20 hours but less than 25	50%
25 hours but less than 30	62-1/2%
30 hours but less than 33	75%
33 hours but less than 37	87-1/2%
37 hours or more	100%

I. Non-Duplication of Benefits. There will be no duplication of District provided benefits (e.g. husband and wife both working for the District).

#### ARTICLE XX MILEAGE

Bargaining unit members required in the course of their work, and who have received approval from the administration to drive personal automobiles from one school to another, shall receive the current IRS mileage rate for all miles driven. School business outside of these conditions shall be paid at the same current IRS rate per mile with the approval of the administration.

#### ARTICLE XXI MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board.

C. Establish a Review Committee to meet monthly if necessary.

#### ARTICLE XXII EMPLOYEE TRAINING

Upon written approval received in advance of enrollment, from the personnel administrator, the District shall reimburse a bargaining unit member who has successfully completed a training program which has been determined by the District to be job related. The District may require compliance with certain conditions prior to reimbursement (i.e., Certificate of Completion or grade of C). Any reimbursement hereunder shall be dependent on funds made available by the District designated for this purpose.

#### ARTICLE XXIII SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIV  
TERMINATION

- A. This Agreement shall become effective July 1, 2004, and remain in effect until June 30, 2007.
- B. At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of bargaining unit members employed by the Board.
- C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives of:

SAGINAW TOWNSHIP COMMUNITY  
SCHOOLS

Maureen C. Be  
President

5/13/05  
Date

Abbey  
Secretary

5/10/05  
Date

SAGINAW TOWNSHIP  
EDUCATIONAL OFFICE  
PERSONNEL

Matthew A. Lombard  
President

05/06/05  
Date

Chris Ross  
Chairperson,  
Negotiations Committee

5-16-05  
Date

SAGINAW TOWNSHIP COMMUNITY SCHOOLS  
SAGINAW TOWNSHIP EDUCATIONAL OFFICE PERSONNEL

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Saginaw Township Community Schools, Board of Education and Saginaw Township Educational Office Personnel.

Article XI. SICK LEAVE. To be eligible for perfect attendance following the first year of employment, an employee must have worked in the school district for ninety (90) days.

Article XIII. VACATIONS. To further clarify this article, it is agreed that vacation for 260-day bargaining unit members and bargaining unit members who are given 260-day positions from lesser employment periods will be calculated as follows:

Based on the anniversary date, one year worked in the district will count as one year toward vacation time. Vacation credit will be issued each year on July 1 except after the first full year of employment. Upon completion of the first year, the bargaining unit member, on his/her anniversary date, will receive prorated vacation through the balance of that school year to June 30. The prorated amount for one (1) year of service is equal to one day per month remaining in the school year, not to exceed the maximum.

For employees hired after July 1, 1997, the prorated amount for five (5) and twelve (12) years of service is equal to one-half (1/2) day per month remaining in the school year, not to exceed the maximum.

Article XVII. SALARY PROVISIONS. It is agreed that all changes in classifications, hours or days made as a part of the contract July 1, 1997-June 30, 2001 are not subject to posting.

SAGINAW TOWNSHIP COMMUNITY  
SCHOOLS

Cassidy C. Wierda  
Chief Negotiator

10-16-97  
Date

SAGINAW TOWNSHIP EDUCATIONAL  
OFFICE PERSONNEL ASSOCIATION

Victoria Roy  
President

10/16/97  
Date

Saginaw Township Community Schools

2004-2005 SECRETARY SALARY SCHEDULE

Classification	Step A Amount	Step B Amount	Step C Amount	Step D Amount	Step E Amount	Step F Amount
Executive Secretary Payroll and Benefits	12.1809	13.0337	13.8662	14.6984	15.5508	17.6626
Executive Secretary	11.7142	12.5262	13.3381	14.1503	14.9221	16.9928
Administrative Secretary						
Level I	11.1251	11.8767	12.6481	13.3991	14.1503	16.1196
Level II	10.5162	11.2269	11.9577	12.6683	13.3789	15.2267
Secretary						
Level I	10.2116	10.9121	11.6126	12.3131	13.0136	14.8002
Level II	9.9070	10.5975	11.2672	11.9577	12.6481	14.3735
Cashier Library/Media Assistant	9.4198	10.0695	10.6888	11.3387	11.9984	13.6428
Office Assistant Instructional Assistant	8.9325	9.5417	10.1102	10.7194	11.3486	12.9119



Saginaw Township Community Schools

2005-06 SECRETARY SALARY SCHEDULE

Classification	Step A Amount	Step B Amount	Step C Amount	Step D Amount	Step E Amount	Step F Amount
Executive Secretary Payroll and Benefits	12.4245	13.2944	14.1435	14.9924	15.8618	18.0159
Executive Secretary	11.9485	12.7767	13.6049	14.4333	15.2205	17.3327
Administrative Secretary						
Level I	11.3476	12.1142	12.9011	13.6671	14.4333	16.4420
Level II	10.7265	11.4514	12.1969	12.9217	13.6465	15.5312
Secretary						
Level I	10.4158	11.1303	11.8449	12.5594	13.2739	15.0962
Level II	10.1051	10.8095	11.4925	12.1969	12.9011	14.6610
Cashier	9.6082	10.2709	10.9026	11.5655	12.2384	13.9157
Library/Media Assistant	9.6082	10.2709	10.9026	11.5655	12.2384	13.9157
Office Assistant	9.1112	9.7325	10.3124	10.9338	11.5756	13.1701
Instructional Assistant	9.1112	9.7325	10.3124	10.9338	11.5756	13.1701

**2006-07 SECRETARY SALARY SCHEDULE**

Classification	Step A Amount	Step B Amount	Step C Amount	Step D Amount	Step E Amount	Step F Amount
Executive Secretary Payroll and Benefits	12.6730	13.5603	14.4264	15.2922	16.1790	18.3762
Executive Secretary	12.1875	13.0322	13.8770	14.7220	15.5249	17.6794
Administrative Secretary						
Level I	11.5746	12.3565	13.1591	13.9404	14.7220	16.7708
Level II	10.9410	11.6804	12.4408	13.1801	13.9194	15.8418
Secretary						
Level I	10.6241	11.3529	12.0818	12.8106	13.5394	15.3981
Level II	10.3072	11.0257	11.7224	12.4408	13.1591	14.9542
Cashier	9.8004	10.4763	11.1207	11.7968	12.4832	14.1940
Library/Media Assistant	9.8004	10.4763	11.1207	11.7968	12.4832	14.1940
Office Assistant	9.2934	9.9272	10.5186	11.1525	11.8071	13.4335
Instructional Assistant	9.2934	9.9272	10.5186	11.1525	11.8071	13.4335

STEEP

Saginaw Township Community Schools  
**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Distribution of Form

- 1-Superintendent
- 2-Supervisor
- 3-Association
- 4-Grievant

**Submit to Immediate Supervisor in Duplicate** \_\_\_\_\_

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

**IMMEDIATE SUPERVISOR LEVEL**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance (including applicable contract provision)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**GRIEVANCE REPORT FORM**

**SUPERINTENDENT LEVEL**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ARBITRATION LEVEL**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date of Decision