

2008 - 2011

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SAGINAW TOWNSHIP COMMUNITY SCHOOLS BOARD OF
EDUCATION
CHILD CARE WORKERS**

AND

TEAMSTERS LOCAL 486
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WAGE RE-OPENER 2010-2011

Effective July 1, 2008 through June 30, 2011

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AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of November, 2009, between the **Board of Education of the Saginaw Township Community Schools**, hereinafter referred to as the "Employer" or the "Board", and the **International Brotherhood of Teamsters Local Union 486, AFL-CIO**, hereinafter referred to as the "Union".

ARTICLE 1

RECOGNITION

Section 1.1. RECOGNITION: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and working conditions. Employees covered by this Agreement include all full-time and regular part-time pre-school teachers, child care directors, assistant directors and child care assistants employed in the child care programs through Saginaw Township Community Schools, Community Education excluding, supervisors, clerical employees, confidential employees, and all other employees. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 1.2. AID TO OTHER UNIONS: The Employer will not aid or promote any labor group or organization which purports to engage in collective bargaining on behalf of this unit.

ARTICLE 2

BOARD RIGHTS

Section 2.1. MANAGEMENT RIGHTS: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, 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, including but without limiting the generality of the foregoing rights:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of their continued employment, or their dismissal or demotion for just cause, and to promote and transfer all such employees.
3. To decide the services to be provided and the work to be performed by the bargaining unit and the manner of performing the work.
4. To determine the number of hours worked and to determine the starting and quitting times of employees.
5. To make and enforce such reasonable rules and regulations not in conflict with this Agreement as it may, from time to time, consider best for the purposes of maintaining order, safety and/or effective operation of the Board's facilities and to require compliance by employees. The Union will be provided with a copy of the rules prior to the rules being implemented.

Section 2.2. LIMITATION OF RIGHTS: 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Section 2.3. COMPLETE AGREEMENT: The parties agree that this Contract incorporates their full and complete understanding, and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE 3

UNION SECURITY AND DUES CHECKOFF

Section 3.1. MEMBERSHIP: Membership in the union is not compulsory. All employees have the right to join, not join, maintain or drop their memberships in the Union as they see fit. Neither party shall exert any pressure and/or discriminate against any employee as regards such matters.

Section 3.2. UNION SECURITY: All employees who are members of the bargaining unit recognized by this Agreement and who are hired after the effective date of this Agreement shall, as a condition of continued employment, become and remain members of the Union or, in lieu of Union membership, pay to the Union a service charge which shall be an amount not greater than the dues regularly and customarily charged to members. Any individual affected by this provision shall comply with this provision within thirty (30) days after the signing of this Agreement or the beginning of their employment, whichever is later.

Section 3.3. DUES CHECKOFF: Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will, on the first (1st) pay day of each month, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues, initiation fees, service charges or alternative charitable contributions. The Employer will remit all deductions made to the designated Union official (or the charitable organization) within fourteen (14) calendar days of the time the deductions are made.

Section 3.4. HOLD HARMLESS: The Union agrees to indemnify, defend and to hold the Employer harmless against any and all claims made and against any suit instituted against the Employer as a result of the application of this Article.

Section 3.5. VALIDITY: If any provisions of this Article are invalid under Federal law or the laws of the State of Michigan, all other provisions of the Article shall remain in full force and effect. The Board shall meet upon the request of the Union to negotiate for the purpose of an adequate replacement for the provision(s) found invalid.

Section 3.6. MANAGEMENT'S OBLIGATIONS: Management's obligation under the dues checkoff provisions shall be to remit properly authorized deductions from employees paid to the Union or applicable charitable organization. The Union agrees to refund to management or employees any amounts paid to it in error upon presentation of the proper evidence thereof.

Section 3.7. If an employee does not remit dues or a service fee to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the service fee from the employee's wages and remit same to the Union.

Section 3.8. OTHER DEDUCTIONS: The Employer agrees to continue the current practice of allowing employees to request payroll deductions for such things as the Credit Union, United Way and other matters previously allowed provided the appropriate authorization is provided.

Section 3.9. D.R.I.V.E. The Employer agrees to deduct from the pay check of any employee covered by this Agreement, voluntary contributions to D.R.I.V.E. Any authorization for a contribution covered by this provision shall comply with the provisions of the Michigan Campaign Finance Act. The Employer shall not be required to make deductions any more frequently than bi-weekly and coinciding with regular payroll. No deduction shall be made for a period for which the employee has no earnings. The Employer shall transmit the amounts deducted to D.R.I.V.E. National Headquarters, c/o International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 20001, in one (1) check, along with a list of the names of employees on whose behalf a deduction has been made and the employee's social security number. The Union shall reimburse the Employer for the cost of making the deduction.

ARTICLE 4

UNION REPRESENTATION

Section 4.1. UNION REPRESENTATIVE: The Employer agrees to recognize one (1) Steward for the purpose of representing employees under the provisions of this Agreement. In the event that the designated Steward is unavailable, the Union may also designate an Alternate Steward to act in his or her stead.

Section 4.2. GRIEVANCE HANDLING: Activity related to the investigation and preparation of grievances shall be conducted outside normal working hours. Activities related to meeting with the Employer for the purpose of presenting and discussing grievance matters shall be done at times mutually agreed between the Employer and the Union representative. However, before leaving his or her work station, the Union representative must secure permission from his or her immediate supervisor provided no activity related to grievance handling shall interfere with or interrupt programs or services. The Union representative shall not lose time or pay for time spent meeting with the Employer during normal working hours.

Section 4.3. NEGOTIATING COMMITTEE: A maximum of two (2) union members shall be excused by the Employer for the purpose of meeting with the Employer in negotiations. Except as may be agreed otherwise, negotiations shall be scheduled outside of normal work hours.

Section 4.4. NOTIFICATION: The Union shall provide the Employer with the name of the union Steward and Alternate Steward. The Union shall also provide the Employer with the notice of any changes in such representation. The Employer shall not be obligated to recognize any Union representative who has not been designated in writing by the Union.

Section 4.5. NON-EMPLOYEE UNION REPRESENTATIVES: Non-employee Union representatives may meet with the bargaining unit members and leaders in non-student areas during times that school activities are not in session. Non-employee Union representatives shall not interfere with or interrupt the school activities and they shall notify human resources and secure permission from the appropriate building administrator.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1. DEFINITION: A grievance shall be defined as an alleged violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement. 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 “employee” may mean a group of employees having the same grievance.

Section 5.2. PROCEDURE

- Step 1:* The employee who feels that he/she has a grievance shall first take the matter up verbally with the Community Services Director within ten (10) calendar days following the act or event or condition which is the basis of the employee’s grievance. The employee may choose to include the Union Steward in this meeting. The Community Services Director will attempt to resolve the matter with the employee and will respond within ten (10) calendar days of the original discussion.
- Step 2:* If the grievance is not resolved in Step 1, the employee may submit the grievance in writing, to the Community Services Director within thirty (30) calendar days from the Act, event or condition which is the basis of the employee’s grievance. A copy of the grievance shall also be provided to the Union Steward. The written grievance shall specify the section of the Agreement alleged to be violated, the event that caused the alleged violation and the remedy sought. Within fourteen (14) calendar days after the grievance is submitted, the Community Services Director will answer the grievance in writing.
- Step 3:* If the Union does not accept the Community Services Director's written answer, the grievance may be appealed to the Director of Human Resources/Labor Relations or his or her designee by sending notice to the Director within seven (7) calendar days from the date of receipt of the Community Service Director's written decision. The Director shall schedule a conference to review the grievance with the Union. The conference to attempt to satisfactorily resolve the grievance shall be scheduled at a mutually agreeable time and place. Conference shall not be scheduled that would result in the disruption of normal school routine and duties. Within fourteen (14) calendar days of the conference or longer, if mutually agreed to, the Director or his or her designated representative, shall answer the grievance in writing.
- Step 4.* Any grievance not resolved in Step 3 may be submitted to binding arbitration at the election of either party by written notice to the other party. The demand for arbitration must be submitted within thirty (30) calendar days of the date of the Director of Human Resources or his or her designated representative’s written decision in Step 3. During the fourteen (14) days following receipt of such notice, the parties will try to mutually agree to an arbitrator. If they are unable to agree during that time, within eighteen (18) days thereafter, the party submitting the grievance will submit a demand to either the American Arbitration Association or Federal Mediation and Conciliation Service. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. In responding to the list from

FMCS, either party may strike any unacceptable arbitrator or may unilaterally reject a list and request that a new list be provided.

The Agreement constitutes a Contract between the parties and 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 he or she consider his or her function to include the decision of any issue not submitted or to interpret or apply the Agreement as to change what is fairly 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 modified, revises, detracts from, or adds to, any of the terms or 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 detraction) of clear and unambiguous terms of the Agreement.

Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one (1) issue or grievance upon its merits at any one (1) hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.

The fees and expenses of the Arbitrator shall be borne equally by the parties. All other expenses incurred shall be paid by the party incurring them.

Section 5.3. TIME LIMITS: All time limits and/or steps shall be adhered to as indicated in the above procedure. Time limits may be extended by mutual consent of the parties provided such consent is in writing. In the event that a grievance is not appealed within the time limits provided above, the grievance shall be considered resolved on the basis of the last answer provided by management. In the event that the Employer does not provide an answer within the designated time period, the grievance shall be automatically advanced to the next step of the grievance procedure.

Section 5.4. "DAYS" DEFINED: The term "days" when used in this Article shall mean calendar days.

ARTICLE 6

DISCIPLINARY ACTION

Section 6.1. JUST CAUSE: No employee within the bargaining unit who has completed his or her probationary period shall be disciplined or discharged without just cause.

Section 6.2. DISCIPLINE DEFINED: Disciplinary Action shall be defined as one (1) or more of the following actions by the Employer:

- ❖ Oral Reprimand
- ❖ Written Reprimand
- ❖ Suspension

- ❖ Discharge or Demotion
- ❖ Placement on probation (after completion of the employee's initial probationary period)

Section 6.3. GRIEVANCES: Disciplinary action shall be subject to the grievance procedure. Grievances over disciplinary action, other than oral or written reprimands, shall be initiated at Step 2 of the grievance procedure. In order to be considered timely, a grievance over disciplinary action initiated at Step 2 must be presented in writing to the Community Services Director within fourteen (14) calendar days of the date the employee was notified of the disciplinary action. Failure to initiate the grievance within fourteen (14) calendar days shall render the grievance untimely and it shall not be subject to further review.

Section 6.4. COPIES OF REPORTS: An employee shall be provided a copy of any evaluation report or disciplinary report that has become part of the employee's personnel record. A copy of all disciplinary action shall also be provided to the Steward.

Section 6.5. PERSONNEL RECORD: Employees shall have a right to review their individual personnel records during working hours at times arranged in advance. Review of the file and employee rights shall be governed by the Bullard-Plawecki Employee Right to Know Act.

ARTICLE 7

SENIORITY

Section 7.1. SENIORITY DEFINED: Seniority shall be defined as length of continuous service with the Saginaw Township Community Schools within one (1) or more bargaining unit classifications covered by this Agreement.

Section 7.2. PROBATIONARY PERIOD: New employees shall be considered probationary until they have actually performed work for ninety (90) work 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 this Agreement by either the employee or the Union. There shall be no seniority among probationary employees. Upon completion of the probationary period, the employee shall be considered a regular employee and shall rank for seniority from his or her date of hire within the bargaining unit.

Section 7.3. SENIORITY LIST: The seniority list shall state the names, job classifications and dates of hire of all employees in the bargaining unit entitled to seniority. A copy of the seniority list shall be provided to the Union Steward annually.

Section 7.4. LOSS OF SENIORITY: An employee within the bargaining unit entitled to seniority shall lose his or her seniority for the following reasons:

1. The employee resigns his or her employment.
2. The employee is discharged and the discharge is not reversed through the grievance procedure.
3. An employee is absent for three (3) consecutive normally scheduled work days without notification of a valid reason to be absent and without a legitimate reason for not notifying the Employer.
4. Unexcused failure to return from a layoff as otherwise set forth in the recall procedure.

5. Unexcused failure to return to work at the expiration of a leave of absence.
6. Retirement.
7. Layoff for a continuous period of one (1) year or the employee's length of seniority, whichever is shorter.

Section 7.5. SUMMER WORK: Either accepting or declining summer work will not affect an employee's seniority. When an employee is required to work pursuant to Section 8.5 (when there are not sufficient volunteers), that employee's seniority will be affected by declining the summer work. In such cases, the employee's not accepting the assignment shall be treated as a resignation.

ARTICLE 8

VACANCIES, PROMOTIONS AND TRANSFERS

Section 8.1. POSTINGS: If there is a vacant position within the bargaining unit that the Employer intends to fill, the job will be posted for a period of five (5) working days on the Employer's website.

Section 8.2. BIDDING: Employees interested in a vacant posted position shall submit their request to be considered to the Human Resources office within the posting period. Current employees shall be considered along with other qualified applicants, but current bargaining unit members shall be given first (1st) consideration. All vacancies shall be filled based on the applicants' skill, ability, qualifications, experience and work record. The Employer shall determine the extent to which an individual possesses the skills and/or abilities to perform the work of a posted position. The Employer reserves the right to fill the vacancy with the most qualified applicant, except in the event two (2) or more applicants are equally qualified, the individual with the most seniority shall be selected.

Section 8.3. TRIAL PERIOD: Existing employees who have completed their probationary period and who are awarded a vacant position shall receive up to a six (6) week trial period to determine if they can perform the job. In the event that the employee is unsuccessful, he or she shall be returned to his or her former position. During the first (1st) week of the trial period, an employee who determines that they wish to return to their former position will be allowed to do so.

Section 8.4. TRANSFERS: The Employer reserves the right to transfer an employee in order to meet program and/or service needs. However, involuntary transfers shall be minimized and avoided whenever possible. Of the qualified individuals available for transfer as determined by the District, the most senior shall be offered the transfer, but only the least senior person shall be forced to transfer.

Section 8.5. SUMMER WORK: The Employer agrees to continue the current practice of assigning employees to summer work opportunities. Employees in year long programs will remain in their positions. Employees who work in a school year program shall be given the opportunity, based on seniority within their classifications, to work in a summer program. The employer will assign employees who have volunteered to work during the summer. Such assignment will be pursuant to Section 8.6. If the Employer does not have sufficient volunteers to staff a summer program, the Employer may require employees to work, however, employees required to work shall be assigned in inverse order of seniority within the classification needed.

Section 8.6. SUMMER WORK PROCEDURE: Stepping Stones Childcare is a year long

program. The four after-school programs and Mackinaw Academy Childcare are considered school-year programs.

The staff in year long programs will continue in their position during the summer, unless they choose not to work.

The Employer reserves the right to establish a summer pre-school program and determine the classifications needed to run the program. Summer childcare programs (i.e., not year long programs) will have two classifications of employees: Summer Childcare Directors and Summer Aides. Summer Childcare Directors will be those employees who hold the classifications of Childcare Director and Pre-School Director. Seniority in this classification will be the same as their seniority as a Childcare Director and Pre-School Director. Summer Childcare Aides will be all other employees. Summer Childcare Aide seniority will be the same as the employee's classification seniority.

Every attempt will be made to provide all staff interested in regular summer work with hours of work. Postings (Section 8.1) will not be used for summer work.

ARTICLE 9

LAYOFF AND RECALL

Section 9.1. LAYOFF DEFINED: A layoff is defined as any reduction of the number of people in the work force for any reason as determined by management.

Section 9.2. LAYOFF PROCEDURE: The Employer shall determine the classification and program affected by the layoff. Temporary and probationary employees within the classification and program shall be laid off first. Thereafter, employees within the classification and program shall be laid off in the inverse order of seniority, provided the remaining employees are qualified to perform the work.

Section 9.3. NOTICE: Employees to be laid off will be given at least five (5) days notice of the layoff unless circumstances beyond the control of the Employer prevent such notice. In such case, employees will be given as much notice as reasonably possible.

Section 9.4. RECALL: Employees will be recalled from layoff in the reverse order of being laid off. Employees will receive notice of recall in writing. An employee will be given a notice allowing him/her ten (10) calendar days to return to work. An employee who fails to return to work by the date indicated in the recall notice shall be considered to have resigned his or her position.

ARTICLE 10

HOURS OF WORK

Section 10.1. SCHEDULES: Work schedules shall be established to meet the needs of the programs as determined by the Board. Starting and quitting times established to meet the needs of the program shall be scheduled on a weekly basis. Any change in the weekly schedule will be communicated to the affected employees as soon as possible.

Section 10.2. LUNCH PERIOD: Lunch periods shall be scheduled by the Employer based upon the daily schedule of the children, the needs of the program and the availability of staff. Any lunch period that is at least thirty (30) minutes in duration and which is duty-free shall be considered unpaid.

Section 10.3. BREAK PERIODS: Break periods shall be scheduled based upon the program needs and the availability of staff.

Section 10.4. WORK WEEK: The normal work week shall consist of no more than five (5) consecutive days.

Section 10.5. SCHEDULING OF NON-INSTRUCTIONAL DAYS: During the school year there are days when there is no school for (K-5) students for the entire day. When this occurs, three after school centers close, and one remains open. Yearly a calendar of these days will be posted. Employees from all four after school centers who would like to work will indicate which part of which day(s) they would like to work (morning or afternoon). The work will be distributed by the classification needed. The Director of Community Services will factor seniority in the distribution of the days. Once assigned to the requested day(s) the employee will work the day. Failure to work the assigned day may lead to forfeiture of working future non-instructional days during the next twelve (12) months. PTO will not be paid for assigned employees who do not work the day. This section is re-opened for negotiations for the 2010-2011 contract year.

ARTICLE 11

OVERTIME

Section 11.1. TIME AND ONE-HALF: Overtime will be paid at a rate of time and one-half (1½) the employee's regular rate of pay for all hours worked in excess of forty (40) hours per week. PTO time shall be counted as hours worked toward an employee's forty (40) hour work week.

ARTICLE 12

PAID TIME OFF

Section 12.1. PAID TIME OFF: Employees who are employed in a position within the bargaining unit shall be entitled to paid time off as set forth in this Article. Paid time off identified herein may be used as sick leave, vacation, personal leave or holidays, unless otherwise specifically provided.

An employee who works or who has a pre-approved absence for the last scheduled day before and/or after the listed day will be paid the listed day:

1. Thanksgiving
2. December 25
3. Effective in 2011, Good Friday

Section 12.2. ACCUMULATION: Employees in the classifications identified below shall be credited with paid time off at the beginning of each school year. Any employee who is employed to work regular hours during the summer programs shall receive an additional two (2) days. Days not used may accumulate from one (1) year to the next.

	Aides	Teachers	Directors & Assistant Directors
1 st & 2 nd years	6 days	6 days	8 days
3 rd , 4 th & 5 th years	7 days	7 days	9 days
6 th through 9 th years	9 days	9 days	12 days
10 or more years	11 days	11 days	14 days

Section 12.3. DAY DEFINED: A "day" as used within this Article shall mean the regular hours an employee would normally be scheduled to work on a day the employee is granted paid time off.

Section 12.4. SUBSTANTIATION: The Employer may require an employee to substantiate any absence due to alleged illness exceeding three (3) work days by such reasonable means as the Employer may determine. The Employer may also require an employee to substantiate any absence when an employee's usage of paid time off for illness exceeds four (4) occurrences in a single school year. Such substantiation may be by such reasonable means as the Employer may determine.

Section 12.5. APPLICATION: An employee who uses paid time off will list those days on their time sheet on the corresponding day taken off. For sick days, the employee will follow the procedures listed in Section 12.6.

If an employee seeks to use paid time off for days other than sick days (vacation, personal time or holidays) and applies for such absence in writing at least ten (10) days prior to the requested day off, they may be eligible to receive a bonus paid time off day. The application must be submitted to the Community Education Office ten (10) days prior to the requested day off. Any employee, who takes all of their paid time off by providing ten (10) days advance notice, shall be granted an additional bonus paid day off during the following fiscal year. Any day taken off without ten (10) days advance notice, whether paid or unpaid, shall disqualify the employee from the bonus day referred to herein.

Section 12.6. SICKNESS: An employee who is unable to report for work because of illness or injury must report their absence to his or her immediate supervisor as soon as possible, but no later than his or her scheduled starting time. Employees reporting off must follow established procedures for finding a substitute.

Section 12.7. ON-THE-JOB INJURIES: An employee covered by this Agreement who is absent from duty as a result of personal injury caused by accident, disease or assault upon him/her, arising out of and in the course of his/her employment, may have the option of drawing workers' compensation solely, or workers' compensation plus PTO (combined payment not to exceed the employee's regular daily rate). In the event the employee chooses combined payment of PTO and workers' compensation insurance, the day of PTO drawn will be charged to the employee's PTO accumulation based on the employee's regular hourly rate of pay.

Section 12.8. RETURN TO WORK POLICY: In 1995, the Saginaw Township Community

Schools adopted an early return to work program to aid and assist employees, who sustained work-related injuries and allow them to more successfully re-enter the work environment. The system utilizes vocational rehabilitation in a manner which is advantageous to the employee, the treating physician as well as the District. Using a job description matrix, this system provides the employee, the treating physician and the District with a step-by-step program to successfully return the employee to the job he or she held when injured.

Implementation of return to work program serves a three-fold purpose:

1. The employees benefit because:
 - * they are returned to productive work in a systematic, impartial manner with little or no loss of income; and
 - * trauma related to an injury is reduced since the employee continues his/her work contacts and routine during the recovery period.
2. Treating physicians benefit because a formalized program exists which will permit them to make informed decisions about the type of work the employee can perform at Saginaw Township Community Schools within his/her physical capabilities.
3. The School District benefits because:
 - * employees are performing a useful service;
 - * it encourages a positive attitude of “working without lost time”;
 - * reduced workers’ compensation-related expenses; and
 - * an experienced work force is maintained by improving productivity, quality and efficiency.

Section 12.9. GENERAL CONDITIONS:

1. An employee who is laid off, retires or who voluntarily resigns employment with at least two (2) weeks notice and who has otherwise complied with the provision of Section 12.3 will receive pay for accrued but unused PTO time.
2. An employee who begins employment after the beginning of the school year shall receive a prorated amount of PTO. The amount received shall be based on the months remaining in the school year.

ARTICLE 13

OTHER AUTHORIZED LEAVES

Section 13.1. FUNERAL DAYS: The employee shall be allowed three (3) days of absence and any additional days approved by the Director of Community Services without loss of pay or paid time off in the event of a death of a member of the immediate family. If additional days are needed, these days may be taken without pay. Immediate family shall include: mother, father, 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. The employee shall be allowed one (1) day of absence, and any additional days approved by the Director of Community Services, without loss of pay to attend the funeral of an aunt, uncle,

nephew, niece, sister-in-law, brother-in-law or spouse of his or her child.

Section 13.2. JURY DUTY: When serving on jury duty, the employee shall be paid their regular daily rate of pay for hours they would have normally been scheduled to work. Any compensation received from the courts while serving on jury duty (cash, voucher, or check) shall be returned to the Employer. Any compensation received from the courts in excess of the employee's normal daily rate shall be reimbursed by the Employer to the employee. The employee shall retain any compensation received from the courts for mileage.

Section 13.3. AUTHORIZED LEAVE OF ABSENCE: Leaves of absence without pay may be authorized in the sole discretion of the superintendent or his or her designated representative. Leaves of absence shall not be granted for a period longer than thirty (30) calendar days. Discretionary leaves are subject to renewal. In no event, however, shall an employee be authorized to be on a leave of absence longer than one (1) year. A leave of absence shall not be denied for arbitrary or capricious reasons.

Section 13.4. FAMILY AND MEDICAL LEAVE: Eligible bargaining unit members (those who have at least one [1] year of employment and who have worked at least 1250 hours during the school year immediately preceding the request for leave) shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the Family and Medical Leave Act and as outlined in the policies and procedures adopted by the Board of Education. Family and medical leave may be paid or unpaid. Any absence which qualifies as a family or medical leave under the Family and Medical Leave Act of 1993, shall be treated as FMLA leave. Leaves may be limited by the Employer as set forth in the Act.

Section 13.5. UNION LEAVE: An individual selected by the Union to attend a function of the International Union such as a conference or convention shall be allowed time off without pay, provided that such time off is arranged at least two (2) weeks in advance and does not exceed a total of five (5) days.

ARTICLE 14

STATUTORY BENEFITS

Section 14.1. WORKERS' COMPENSATION: The Employer agrees to provide and maintain coverage under applicable workers' compensation law.

Section 14.2. REPORTING INJURIES: All injuries, no matter how minor, must be reported to the supervisor in a timely manner. Timely notice shall mean notice as soon as reasonably possible. Supervisor may require that the employee provide a detailed written report of the injury, including all facts and circumstances giving rise to the injury, what, where, when and how the injury occurred and any witnesses to the injury. In an emergency, supervisor may authorize the employee to go directly to a medical facility for treatment. The employee will be required to furnish written statements regarding the on-the-job accident once the employee is able to do so. Failure to provide timely notice of an injury can be the basis for denying coverage.

Section 14.3. UNEMPLOYMENT COMPENSATION: The Employer will provide through the services of the Michigan Unemployment Agency, unemployment insurance coverage for all employees covered by this Agreement. Employees must meet eligibility requirements established by the Michigan Employment Security Act and regulatory agencies. At this time, employees who receive notice of reasonable assurance of employment are not eligible for unemployment insurance. To be eligible, the employee must be able and willing to work.

Section 14.4. MIOSHA: The Employer agrees to comply with the Michigan Occupational

Safety and Health Act to provide a safe work place for employees.

ARTICLE 15

ACT OF GOD DAYS

Section 15.1. ACT OF GOD DAYS: When school is canceled because of adverse weather, Acts of God, or other emergency conditions, the following process shall take place.

1. Employees working on an inclement weather day when the district buildings are closed, shall be paid an additional three dollars (\$3.00) an hour for each hour worked on that day. Any employee willing and able to report to work on an inclement weather day shall notify the district before October 1 of each school year and a list of said employees shall be maintained by the district and known as the “inclement weather day list”. Directors on the list will be assigned to work based on classification seniority for the positions needed on that day. However, Directors not selected to work in the Director classification may work as aides at the aide hourly rate, to include the three dollars (\$3.00) an hour incentive, and based upon their district seniority. Said employees must be available to report to work at the stated starting times. Employees who request to be taken off the list must wait until the next school year to get back on the list. This article shall not apply to employees who work on a delayed start day or on a day that the district closes early.
2. The designated staff of the Stepping Stones program are expected to report at their assigned starting times on inclement weather days. Any staff member unable to report must contact the Director of Community Services. Any replacements shall be selected from the inclement weather day list. The Stepping Stones staff members shall receive the three dollars (\$3.00) an hour incentive when working on an inclement weather day.
3. Employees who do not receive a work opportunity may elect to use a paid time off day, otherwise, the day shall be without pay.

ARTICLE 16

COMPENSATION

Section 16.1. HOURLY RATES: Effective the first (1st) of each respective fiscal year.

Classification	Steps	6/30/08 Rate	After Ratification (11-09) to June 30, 2010	7/1/09 to 6/30/10 Wage Re-Opener
Aides	Step 1	\$ 7.40	\$ 7.70	OPEN
	Step 2	\$ 7.45	\$ 7.75	
	Step 3	\$ 7.79	\$ 8.15	
	Step 4	\$ 8.00	\$ 8.35	
Aides with CDA	Step 1	\$ 7.97	\$ 8.30	
	Step 2	\$ 8.20	\$ 8.55	
	Step 3	\$ 8.55	\$ 8.90	
	Step 4	\$ 8.89	\$ 9.25	

Classification	Steps	6/30/08 Rate	After Ratification (11-09) to June 30, 2010	7/1/09 to 6/30/10 Wage Re-Opener
Childcare Director	Step 1	\$ 9.51	\$ 9.85	OPEN
	Step 2	\$ 9.78	\$10.15	
	Step 3	\$10.18	\$10.55	
	Step 4	\$10.43	\$10.80	
Assistant Director	Step 1		\$ 8.30	
	Step 2		\$ 8.55	
	Step 3		\$ 8.90	
	Step 4		\$ 9.25	
Pre-school Teacher	Step 1	\$ 9.18	\$ 9.55	
	Step 2	\$ 9.44	\$ 9.80	
	Step 3	\$ 9.89	\$10.25	
	Step 4	\$10.12	\$10.50	
Summer Director	Step 1	\$ 9.51	\$ 9.85	
	Step 2	\$ 9.78	\$10.15	
	Step 3	\$10.18	\$10.55	
	Step 4	\$10.43	\$10.80	
Summer Aides	Step 1	\$ 7.40	\$ 7.70	
	Step 2	\$ 7.45	\$ 7.75	
	Step 3	\$ 7.79	\$ 8.15	
	Step 4	\$ 8.00	\$ 8.35	

Wage Re-opener for 2010-2011.

Section 16.2. ANNUAL INCREASES: New employees may be started at any step of the salary schedule based on prior experience. Employees shall move to the next step of the salary schedule at the start of each fiscal year provided the employee has completed the initial probationary period and was hired prior to April 1. Employees who have reached the maximum step shall receive the rate of the maximum step for each subsequent year.

ARTICLE 17

RETIREMENT PLAN

Section 17.1. RETIREMENT PLAN: The Board will pay for each eligible employee the required contributions to fund the Michigan Public School Employees Retirement System.

ARTICLE 18

FLEXIBLE SPENDING ACCOUNT

Section 18.1. During the 2009-2010 school year the district will establish a flexible spending account program that participating employees can fully fund through payroll deductions. This program will be for the reimbursement of IRS qualified health and/or dependent care expenses. Participation will be on a voluntary basis.

ARTICLE 19

MISCELLANEOUS

Section 19.1. SEPARATION OF EMPLOYMENT: Upon separation of employment, an individual shall be paid in a timely fashion as set forth by the statute.

Section 19.2. DEFECTIVE EQUIPMENT: Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

Section 19.3. BULLETIN BOARDS: Bulletin Boards will be provided at each work location for the purpose of posting necessary Union notices.

Section 19.4. PROFESSIONAL DEVELOPMENT: Management reserves the right to require members of the bargaining unit to participate in a minimum of twelve (12) hours of professional development each year. Employees who are not otherwise scheduled to work may be scheduled to attend in-service training on professional development days if the training is relevant to the employees' job duties. Employees will be paid their regular rate for attending.

Section 19.5: On the District professional development days, teacher work days, or teacher record days where the STCS school schedule for students is reduced, child care staff members who are regularly scheduled to work, but not assigned that day, shall have first priority to substitute for absent child care workers. Since substitutes are secured by employees, the District accepts no financial liability if the work is not offered to the appropriate employee.

ARTICLE 20

EXAMINATION AND IDENTIFICATION FEES

Section 20.1. PHYSICAL AND MENTAL EXAMINATION: Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees. The Employer shall reimburse non-probationary employees up to fifty dollars (\$50.00) per year for any required physical or TB-test.

The Employer reserves the right to select its own medical examiner or physician. The Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense.

Section 20.2. IDENTIFICATION: Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 21
NO STRIKES

21.1. The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school programs or services. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee in the bargaining unit to comply with any provision of this section shall be considered cause for whatever disciplinary action is considered appropriate by the Board.

ARTICLE 22
INVALID PROVISIONS OF THE CONTRACT

Section 22.1. In the event that any of the terms, conditions or provisions of this Agreement should be rendered or declared invalid by reason of existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, a special conference may be called to discuss the provisions declared or rendered invalid. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 23

TERMINATION AND MODIFICATION

Section 23.1. If either party desires to amend and/or terminate this Agreement, it shall, within sixty (60) days prior to the above termination date, give written notification of same.

Section 23.2. If neither party should give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date. If notice of amendment of this Agreement has been given in accordance with the above paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination.

Section 23.3. NOTICE OF TERMINATION AND MODIFICATION: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to Union, to the Teamsters Local 486, 805 Bridgeview South, Saginaw, Michigan 48604; and if to the Employer, addressed to the Saginaw Township Community Schools, PO Box 6278, Saginaw, Michigan 48608, or to any such address as the Union or the Employer may make available to each other.

Section 23.4: WAGE RE-OPENER: It is understood and agreed between the parties that the wage provision only, contained in this agreement, may be re-opened for negotiations between the parties **July 1, 2010**, provided that the party desiring to re-open serves notice in writing upon the other party at least sixty (60) days prior to **July 1, 2010**.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives on this 1st day of July 2008.

**BOARD OF EDUCATION
SAGINAW TOWNSHIP COMMUNITY
SCHOOLS**

**TEAMSTERS LOCAL 486
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

BY _____

BY _____
David Robinson, Secretary-Treasurer

DATE _____

DATE _____

BY _____

BY _____
Ed Morin, Business Agent

DATE _____

DATE _____

LETTER OF UNDERSTANDING
BY AND BETWEEN
SAGINAW TOWNSHIP SCHOOLS
AND
TEAMSTERS LOCAL 486

It is mutually agreed between the parties that any monies due bargaining unit employees prior to the last party ratifying the July 1, 2008 through June 30, 2011 Agreement shall be paid as follows:

For employees who are employed within the bargaining unit on the day the last party ratifies this Agreement, those employees will receive a payment based on the hours paid from July 1, 2008 through the pay period ending immediately before the last party ratifies this Agreement at the following rate:

- a. Twelve cents (\$0.12) per hour for employees currently employed as an aide.
- b. Fifteen cents (\$0.15) per hour for employees currently employed as either a Director or a Teacher.

People who are no longer employed in the bargaining unit as of the date the last party ratifies this Agreement shall not be entitled to any pay under this Agreement. Beginning with the payroll period that includes the day the last party ratifies this Agreement, the new wages as set forth in Article 16 will be effective.

There shall be a wage re-opener on July 1, 2010 for the July 1, 2010 – June 30, 2011 school year.

BOARD OF EDUCATION
SAGINAW TOWNSHIP COMMUNITY
SCHOOLS

TEAMSTERS LOCAL 486
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

BY _____

BY _____
David Robinson, Secretary-Treasurer

DATE _____

DATE _____

BY _____

BY _____
Ed Morin, Business Agent

DATE _____

DATE _____