

COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF EDUCATION

SAGINAW TOWNSHIP COMMUNITY SCHOOLS

and

**SAGINAW TOWNSHIP EDUCATIONAL
OFFICE PERSONNEL**

July 1, 2018 – June 30, 2021

**Saginaw Township Community Schools
Saginaw, Michigan**

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between
SAGINAW TOWNSHIP BOARD OF EDUCATION
and
SAGINAW TOWNSHIP EDUCATIONAL OFFICE PERSONNEL

AGREEMENT

THIS AGREEMENT, is made and entered into this 18th day of June, 2018, 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 1 RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, Public Acts of 1947, for all executive secretaries, administrative secretaries (Level I and II), secretaries (Level I and II), library/media assistants, cashiers, office assistants, and instructional assistants, (but excluding all supervisory, temporary, casual or substitute and executive confidential secretaries, effective July 1, 2008, including payroll and benefits executive secretary, and paraprofessionals [parapros]). 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 "employees."
- B. Nothing contained herein shall be construed to prevent any individual employee 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) calendar 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 2 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. There is no expectation of privacy when the employee uses the internet and email. All use may be monitored at any time. All use is subject to disclosure under the Freedom of Information Act (FOIA).
- 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 30th after completion of the audit.
 - 2. Copy of the 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. No later than August 20, 2018, the Employer will provide to the Association the following information for each employee covered by this agreement:

Employee name, school e-mail address, home mailing address, and primary phone that the employee provided the district.

By August 20th of each school year, the employer will provide its typical salary spreadsheet in an electronic format which includes for the employee: start date, classification, position assignment, location, regular pay rate, days to be worked, and hours to be worked.

Typical salary spreadsheets provide information at that point in time which may change before the start of school or during the school year.

- G. After school has begun, the employer will copy the Association on pay memos that indicate employee status changes (e.g., hires, terminations, assignment) for those employees covered by this agreement.
- 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 3 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 by 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 4 NO STRIKE

The Association and the Board recognize that strikes and other forms of work stoppages by employees 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 employee 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 to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 5 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 an employee is required to work during his/her break, the employee shall be compensated at the hourly rate for the time the employee 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. Employees will be paid their hourly rate for all hours worked up to and including forty (40) hours. Employees will be paid 1½ 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. (Appendix B - Compensatory Time Tracking Form)

Employees will have time to complete assigned work, including required record keeping. Teachers will provide instructional personnel with the plans/activities for structured instruction to students. Appropriate technology will be provided to instructional personnel for required record keeping. Compensatory time will be used when work is required beyond the regular schedule.

- 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 employees 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; (3) will be a rescheduled workday determined by the administrator in accordance with building needs.

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

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

ARTICLE 6 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. The district will notify the STEOP when a position is eliminated or when a vacant position won't be filled.

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

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. Following a posting that has expired, the interview process and filling of the vacant position shall occur in a timely manner, unless the district has notified the unit they have decided not to fill the position. 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.
- 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 shall include at least one STEOP. member. The interview committee shall select the candidates to be interviewed. 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 notice indicating job title, placement on the job classification level, salary, hours, and name of immediate supervisor. Both the president and treasurer of the STEOP. will receive a copy of this notice, which may be done electronically.

H. Trial Periods.

1. An employee within the bargaining unit selected to fill a vacancy will have a twenty (20) work day trial period in which to show his/her ability to perform. If the employee is unable to demonstrate the ability to perform the work required during the trial period or upon the employee's request, the employee will be returned to his/her previous assignment as soon as practicable. The return will not be later than the work day following the end of the trial period.
2. Upon mutual agreement among the employer, the association and the employee the trial period may be extended. Such extension will not exceed forty (40) work days.
3. The removal of an employee during the trial period will not be subject to the grievance procedure. The employee has the absolute right to remove him/herself during the trial period. The employer has the absolute right to remove an employee during the trial period.
4. Trial periods will not create vacancies. If the employer anticipates that a successful trial period will create a vacancy, the employer will begin the

posting process so that it will end within five workdays of the completion of the trial period.

- I. 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.
- J. 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.
- K. Involuntary transfers are to be minimized and avoided whenever possible.
- L. Whenever employees 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 7 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. The trial period will not affect an employee's probationary period. 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. A step increase will be provided on the following July 1, after completion of the probationary period.
- 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 employees 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 employees prior to June 30, 1997 will remain as established on the seniority list.

ARTICLE 8 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 17 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 STEOP, and the Board.

ARTICLE 9 LAYOFF AND RECALL

A. Layoff Due to Reduction/Position Elimination

- 1. Except in emergency situations which result in the complete closure of the school or facility, the employee will be provided notice of ten (10) calendar days prior to layoff.
- 2. Seniority is district seniority within the bargaining unit.
- 3. The employee(s) within the affected classification with the least seniority will be laid off first.
- 4. Provided the employee can do the work with limited training, that employee may bump into a lower classification by displacing the employee with the least seniority in the highest level classification for which the bumping employee has sufficient seniority.
- 5. Such displaced employee may bump into a lower classification in a similar manner.

B. Recall

- 1. A vacancy will be filled by recall in the following instances:
 - a. The vacancy is in a classification in which there is an employee on layoff.
 - b. The vacancy is in a lower classification in which there is an employee on layoff who can perform the work.
 - c. The vacancy is in the classification from which an employee was originally laid off, but to which the employee has not yet been

recalled.

2. An employee must be able to perform the available work, with limited training, to be recalled to a vacancy.
3. Employees on layoff, having the most seniority, will be recalled to the first available vacancy, even if it is in a lower classification. This is subject to the seniority of an employee originally laid off from that classification who has not yet been recalled to that classification.
4. An employee will be recalled to a vacancy in the classification from which the employee was laid off consistent with the employee's seniority.

C. Pay Rate Upon Recall

1. If called back within the same school year, the employee will remain at the same step when layoff occurred.
2. If called back in a subsequent school year, the employee will move up one step.

D. Loss of Seniority Due to Layoff and/or Recall

1. An employee loses all rights to recall once (s)he has been laid off for a period of time equal to his/her seniority, not to exceed five (5) years.
2. Laid off employees who fail to return to an available permanent position when recalled will lose all seniority and will no longer be employed by Saginaw Township Community Schools. Laid off employees who are unable to return due to circumstances beyond their control must submit documentation to Human Resources.

ARTICLE 10 RESIGNATION

- A. Any employee 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 employee who discontinues their services in accordance with Section A, does not forfeit his/her right to earned vacation time.

ARTICLE 11 DISCIPLINE

- A. No employee 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 employee shall have the right to review, upon request, the contents of their own personnel file, excluding pre-employment data. Each employee 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 employee 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 an employee without prior notice to the employee, unless the circumstances warrant immediate action. Upon request, the employee shall have the right to have an Association representative present during any meeting called for the purpose of administering discipline.

ARTICLE 12 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 employees when they become ill.
- B. Employees with a 260 day work year will receive a total ten (10) days of sick leave and other employees will receive nine (9) days of sick leave each year. Work years less than 180 days will cause sick leave to be prorated. This includes, but is not limited to, cases where the position is only scheduled for part of the year, or a new employee is hired mid-year.
- C. Sick leave can be accumulated to a maximum of one hundred eighty (180) days.
- D. Any employee 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. Employees 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 employee shall later re-enter the employ of the School District.
- F. On July 1st, those employees who in the previous school year have completed a minimum of 90 work days and have a perfect attendance record 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.
- G. Perfect attendance shall be defined as an employee 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.

An employee, who has an accumulation of 175 sick days as of June 30, will be granted on July 1, one (1) personal appreciation day off with pay. This day shall be scheduled in advance, with a minimum of 48 hours notice, with the employee's immediate supervisor and central office and shall be consistent with operational needs.

- H. 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 13 PERSONAL DAYS

- A. Employees will receive five (5) personal days without loss of pay, after they have completed one (1) year of service in the school district. Three (3) unused days may be carried over to the following school year for a maximum of eight (8) days available for any school year.
- B. During the first year of employment, employees shall be granted one of the personal days allowed in paragraph A above upon completion of the probationary period. Upon the completion of one year of service, the employee shall be entitled to any remaining personal days granted in paragraph A above.
- C. On June 30th, any personal days in excess of three (3) will be converted to sick leave. The employee's sick leave accumulation will not exceed 180 days.

- D. Days that were to be carried forward as personal days (up to three) will instead be converted to sick leave upon the employee's written request received by Human Resources on or before June 30.

ARTICLE 14 VACATIONS

- A. Employees who work fifty-two (52) weeks (260 days) per year will be eligible for vacation.
- B. The length of service within the bargaining unit will determine the number of vacation days that year.
- C. Vacation time will be credited on July 1st each year as follows:
 - After one (1) year of service 10 days
 - After five (5) years of service 15 days
 - After ten (10) years of service 20 days
- D. When the employee initially becomes eligible for either vacation or an increase in vacation, (s)he will be credited with vacation as follows:
 - 1. For employees hired on or before July 1, 1997, the employee will be credited one (1) vacation day per month remaining in the school year, to be added to the employee's accumulation.
 - 2. For employees hired after July 1, 1997, the employee will be credited one-half (½) vacation day per month remaining in the school year, to be added to the employee's accumulation.
 - 3. The total number of vacation days credited that year (July 1 [if applicable] plus the days noted in Section D1 or D2) will not exceed the days for the number of years of service.
- E. Employees 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. Employees have the option of not working during Winter and Spring vacation periods if job assignment permits and vacation time is available.
- F. Vacation days not used by June 30th are forfeited. However, 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 15 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 16 LEAVE OF ABSENCE

- A. Leaves of absence with pay shall be granted annually for the following reasons:
 - 1. Family Medical Leave Act.
Eligible employees 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 ten (10) 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. Employees 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. Employees 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.

5.

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

ARTICLE 17 GRIEVANCE PROCEDURE

A. Definition: A grievance shall mean a complaint by an employee that there has been 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 "employee" may mean a group of employees having the same grievance.

B. The employee 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 employee's grievance, who will attempt to resolve it with the employee.

C. If this fails to resolve the grievance, the employee 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 employee 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 may be appealed by the Association 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.
 - 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 may be appealed by the Association to the next level.
 - J. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the Superintendent's written decision or when the decision should have been made.
 - K. If the grievance is not settled at the preceding step, within ten (10) working days it may be submitted to binding arbitration at the election of either party, by providing written notice of the intent to arbitrate to the other party. Such notice must clearly indicate the grievance being submitted. During the ten (10) work 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 twenty (20) work days thereafter, the party submitting the grievance, will submit a demand to the

American Arbitration Association. 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 detraction) 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.
- S. Any time limit and/or step may be waived by written agreement between the parties.

ARTICLE 18 SALARY PROVISIONS

- A. Employees shall be compensated according to the salary schedule in Appendix A for the duration of the contract. The hourly rates will be one percent (1.0%) greater than the rates in effect as of 11:00 PM, June 30, 2018 (e.g., Step A for Office Assistant/Instructional Assistant [lowest hourly rate] of \$9.4478 will increase to \$9.5423).

If the 2019-2020 General Fund revenues exceed expenses, 5.5 % of the excess will be paid to active employees represented by the Association. This will be determined using the fiscal year end audit that has been presented to the Board of Education. General Fund revenues do not include restricted financial gifts or sales of property. Such payment will be a one-time payment which will not be made part of the salary schedule.

If the 2020-2021 General Fund revenues exceed expenses, 5.5 % of the excess will be paid to active employees represented by the Association. This will be determined using the fiscal year end audit that has been presented to the Board of Education. General Fund revenues do not include restricted financial gifts or sales of property. Such payment will be a one-time payment which will not be made part of the salary schedule

Such payments will be to those employees on the payroll at the time of payment in November or December following receipt of the audit and who worked in the fiscal year covered by the audit. It will be based on earnings of the employee(s) for work subject to this agreement within the fiscal year covered by the audit. The available excess to be paid will be divided by the total of all eligible employees' earnings. That number will be multiplied by the individual's earnings to determine the individual's payment. The calculation will account for FICA and retirement contributions required of the employer.

A simplified illustration follows:

Available excess for STEOP (from revenues exceed expenses):	\$100
Total (sum) of all eligible employees' earnings:	\$1000
Divide available excess by total employees' earnings:	\$0.10 (for each \$1 of earnings),

Employee X's earnings: \$50
Employee X's payment: $(50) \times (\$0.10) = \5.00

- B. Education Stipend. Employees who obtain an Associate Degree or 60 college credits in their field of work shall receive \$760.00 annually. The Associate's Degree and college credits shall be evaluated by the Administration to determine job relatedness before additional compensation is paid.

- C. Longevity. Any employee 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 an employee who has completed fifteen (15) years with Saginaw Township Community Schools. An additional three (3%) percent will be given an employee who has completed twenty (20) years with Saginaw Township Community Schools. Longevity is computed on an annual basis. If an employee becomes eligible for longevity after the start of the school year, that year's increase will be prorated based on the days of work remaining that year compared to the employee's work year.
- D. Employees hired after October 9, 2006, will be paid by direct deposit. The employee will choose the financial institution for the deposit.

ARTICLE 19 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 \$10.00 generic/\$20.00 formulary brand (preferred)/\$30.00 nonformulary brand (non-preferred) co-pay with a 90-day MOPD; Medicare Complementary Exact Fill, Numerous Legal Clarifying riders. Office and Chiropractic visits co-pays are \$20.00.
 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 employees 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. For Employees hired by the district prior to July 1, 2012, Employee contributions for the above Blue Cross/Blue Shield insurance shall be indexed as follows (for a total dollar amount equivalent to 12 months). The contribution rate will be indexed each July 1. The monthly contribution rate for 1-person, 2-person, and full family coverage will increase by the same percentage increase as the annual percentage increase in the

illustrative rate effective that July compared to the previous July rate for the full family coverage plan (i.e., since the July 08 illustrative full family rate increased 6.24% over the July 07 illustrative rate for full family, all of the 2008 rates are 6.24% greater than the 2007 rates).

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

	7/1/18 -6/30/19	7/1/19 -6/30/20	7/1/20 -6/30/21
One Person	\$27.97	indexed	indexed
Two Person	\$55.89	indexed	indexed
Full Family	\$74.55	indexed	indexed

4. Employees hired by the district after July 1, 2012 who are then or thereafter subject to this collective bargaining agreement will contribute toward health insurance, vision insurance, and dental insurance. These contributions will be by payroll deduction beginning 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 contribution for each coverage (health, dental and vision) will be ten percent (10%) of the applicable insurance cost or illustrative rate.
5. The coverage provisions of the Patient Protection and Affordable Care Act (PPACA) that become effective in 2014 may have implications for the employees covered by this agreement. Exactly how they will be affected by law is still not completely known. The parties will negotiate any changes required to comply with the law beginning no later than November 1, 2013. It is the parties’ intent that such negotiations have a cost neutral result for the district. If the parties fail to reach a timely agreement, the employer is free to implement a solution for employees covered under the collective bargaining agreement as it determines is appropriate. The coverage in effect as of July 1, 2012 will continue to be available to employees on the same basis until at least June 20, 2014. Other plans with different cost may be offered to insure compliance with the Patient Protection and Affordable Care Act (PPACA).

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 \$2,400.00:

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. Periodontics Services. Procedures usually employed by dentists for treatment of diseases of the gums and supporting structure of the teeth.
7. Prosthetic Services. To include bridges, partials and complete dentures.
8. Orthodontic 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 employees a term life insurance policy of \$45,000. Additional dependent life insurance for \$5,000 and additional term life insurance for the employees shall be offered with the employee 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 employees 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 ½ %
30 hours but less than 33	75 %
33 hours but less than 37	87 ½ %
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).
- J. Insurance Coverage on Termination of Employment. Long Term Disability (LTD) (§E), and Term Life (§D) will end for employees who terminate employment, including retirement or resignation, on the last day of employment. Blue Cross-Blue Shield Community Blue PPO Plan (§A), Dental Insurance (§B) and Vision Care (§C) will end for employees who terminate employment, including retirement or resignation, on the last day of the last month of their employment.
- K. 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. Effective January 1, 2013, the flexible spending contribution limit will be

increased to Two Thousand Five Hundred Dollars (\$2,500.00).

ARTICLE 20 MILEAGE

Employees 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 21 MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary or inconsistent with its terms.
- B. This Agreement will be posted on the District's website. The district will provide a printed copy if requested by an employee.
- C. Each contract year, the Review Committee will meet three (3) times. Upon request, additional Review Committee meetings will be held.

ARTICLE 22 EMPLOYEE TRAINING

Upon written approval received in advance of enrollment, from the personnel administrator, the District shall reimburse an employee 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 23 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 24 TERMINATION

- A. This Agreement shall become effective July 1, 2018 following ratification and remain in effect until June 30, 2021.

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives of:

SAGINAW TOWNSHIP COMMUNITY
SCHOOLS

SAGINAW TOWNSHIP
EDUCATIONAL OFFICE
PERSONNEL

/s/ Michael Colucci
President

/s/ Luann Bugbee
President

2-25-2019
Date

2-15-2019
Date

/s/ Jenean Coughlin
Secretary

2-25-2019
Date

Interest Based Bargaining Team

James Bailey
Luann Bugbee
Christine Bottke
Tammy Daenzer

Jane Grantham
Joan Kjellstrom
Kay Pearson

Carrie Sekelsy
Tony Skowronski
Amy Wilson

Facilitators:
Robert Galardi
Gezelle Olive

Letter of Understanding
Annualization of Pay

The **Saginaw Township Community Schools** (hereinafter referred to as the “Employer”) and **STEOP** (hereinafter referred to as the “Union”) agree to the following understanding related to the **payroll periods applicable to bargaining unit members**. The parties agree as follows:

1. The parties recognize that the Employer’s payroll practices allow members of the bargaining unit to receive their hourly compensation on each pay day for all hours worked during the applicable payroll period or to select that their hourly earnings be annualized and paid over a period of twenty-six pay periods. This practice shall be referred to herein as the “annualization practice.”
2. The parties have also discussed the legality of the annualization practice in light of several state and federal statutes. Statutes include the federal IRS statute and regulations, the federal minimum wage statute and regulations and the state payment of wages and fringe benefits statute.
3. The parties have also discussed the desire to continue the annualization practice, but to assure (to the extent possible) that neither the school district nor individual employees incur additional taxes or penalties as a result of the practice. However, this statement is not intended to guarantee that any structure agreed to between the parties as an annualization practice will be acceptable to federal or state regulators or the courts and the parties and individual employees agree that they may not rely on this memorandum of understanding as constituting legal advice regarding tax liability.
4. The parties understand that the annualization practice will be continued; subject to being discontinued at any time any part of the practice is found to violate any applicable federal or state statute or regulation by any applicable regulatory agency or court.
5. The Employer agrees to allow bargaining unit members to voluntarily authorize receiving their pay over 26 payroll periods. The Union and the employees agree that this structure shall be for the benefit of employees. The Union and the employees also agree that this practice shall not constitute a violation of the collective bargaining agreement and that this memorandum specifically authorizes any deduction necessary for purposes of allowing the annualization to occur. To the extent necessary, this memorandum also intended to allow a structure for compliance with IRS regulations concerning deferred compensation.
6. All bargaining unit members who take their pay within a structure of 26 payroll pay periods agree that the pay structure is voluntary. An employee who chooses to participate in the annualization practice shall sign an authorization complying with this Understanding. All taxes and withholding amounts required by law shall be withheld on the amount actually paid to employees unless the Employer is required by law to structure the withholding in a different manner.
7. In voluntarily accepting and authorizing the structure of receiving their pay over 26 pay periods, employees shall agree to hold the Employer harmless for damages, interest or costs related to the structure.

SAGINAW TOWNSHIP COMMUNITY
SCHOOLS

STEOP

By /s/ Tony Skowronski

By /s/ Luann Bugbee

Dated: 2-14-2019

Dated: 2-15-2019

**Letter of Understanding
Concerning Paraprofessionals**

between
Saginaw Township Educational Office Personnel, Union
and
Saginaw Township Community Schools, Employer

During the course of negotiating a successor agreement to the parties 2004-2007 collective bargaining agreement, the Saginaw Township Educational Office Personnel, hereinafter referred to as either "STEOP" or "the Union" and Saginaw Township Community Schools hereinafter referred to as either "the District" or "the Employer", discussed the use of paraprofessionals, hereinafter "parapros" to reduce future costs. The parties arrived at the following understanding:

1. Parapros will be used to provide service to service to students for both personal health needs (e.g., diapering) and instructional services (just as an instructional assistant does).
2. Presently the union does not want to represent parapros for the purposes of collective bargaining.
3. Parapros will be used only in situations requiring services for health needs. If the health need ceases to exist, the parapro will be removed from the classroom. Parapros will be assigned to buildings in the smallest practicable number to meet the health needs of the students of that building.
4. In an assignment where a parapro can meet both the health and instructional needs of the area (e.g. classroom), to an extent that it eliminates the need for an instructional assistant, no instructional assistant will be assigned.
5. If the situation described in Paragraph 4 above results in a layoff of an instructional assistant, that assistant will be offered the opportunity to be a paraprofessional. If the instructional assistant accepts (s)he will be on the STEOP layoff list, and will work as a parapro, a position not within the bargaining unit.
6. Qualified laid off STEOP employees will be offered work as a parapro. Such positions are not within the bargaining unit.
7. Acceptance or non-acceptance of the offered parapro work will not change the employee's standing within the unit including in layoff position or recall rights.
8. Parapros will perform instructional work as do members of this bargaining unit. Such work by the parapros shall not be the basis of any grievance.
9. This agreement will remain in effect until changed by the parties.

Dated: 2-14-2019

Dated: 2-15-2019

/s/ Tony Skowronski
Tony Skowronski
Director of Human Resources and
Labor Relations

/s/ Luann Bugbee
Luann Bugbee
STEOP President

Appendix A Salary Schedule

Saginaw Township Community Schools

Effective July 1, 2018 through June 30, 2021

(1.0 % more than the 11:00 PM June 30, 2018 wage rate)

Classification	Step A Amount	Step B Amount	Step C Amount	Step D Amount	Step E Amount	Step F Amount
Executive Secretary	12.5139	13.3812	14.2487	15.1163	15.9407	18.1529
Administrative Secretary						
Level I	11.8847	12.6875	13.5115	14.3137	15.1163	17.2199
Level II	11.2340	11.9932	12.7740	13.5331	14.2923	16.2661
Secretary						
Level I	10.9087	11.6570	12.4054	13.1537	13.9021	15.8105
Level II	10.5833	11.3210	12.0363	12.7740	13.5115	15.3548
Cashier	10.0629	10.7569	11.4186	12.1128	12.8176	14.5742
Library/Media Assistant	10.0629	10.7569	11.4186	12.1128	12.8176	14.5742
Office Assistant *	9.5423	10.1931	10.8003	11.4512	12.1233	13.7933
Instructional Assistant*	9.5423	10.1931	10.8003	11.4512	12.1233	13.7933

*Step A changes due to scheduled changes in State Minimum Wage (unless unemployment is greater than or equal to 8.5%)

 January 1, 2020 \$9.65

 January 1, 2021 \$9.87

Appendix B Comp Time Earned Tracking Sheet

Date	Reason for overtime	Starting Time	Quitting Time	Total Hours Comp Time	Straight Time (please check)	Time and a Half (please check)
					Accumulated Hours	

Employee Name (print please)

Employee Signature Date

Employee Signature Date

Notice

It is the policy of Saginaw Township Community Schools that the District will not discriminate against any person based on sex, race, color, national origin, religion, height, weight, marital status, handicap, age, or disability in its programs, services, or activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Director of Human Resources & Labor Relations
Saginaw Township Community Schools
PO Box 6278
3465 N. Center Road
Saginaw, MI 48608
989-797-1800