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MASTER AGREEMENT

between

BOARD OF EDUCATION
SAGINAW TOWNSHIP COMMUNITY SCHOOLS

and

SAGINAW TOWNSHIP EDUCATIONAL OFFICE PERSONNEL

July 1, 2007 through June 30, 2011

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

AGREEMENT

THIS AGREEMENT, is made and entered into this 9th day of June, 2008, 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 representatives as defined in Section II of Act 336, Public Acts of 1947, for all executive secretaries, administrative secretaries (Level I & II), secretaries (Level I & II), library/media assistants, cashier, 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 "employee."

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.

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 budget that is presented for adoption by the Board.
3. List of personnel covered by Master Agreement, including salaries, degree, and years of experience in system and out.
4. Information concerning economic data of fringe benefit program, if such information is reasonably available in the business office.
5. Information concerning sources of income to the district.

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

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

Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That

Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union employees. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

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

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

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

ARTICLE 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 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 recognizes 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 C - Compensatory Time Tracking Form)

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

In the event a vacancy is filled from within the bargaining unit from an initial posting, the subsequent vacancy(ies) created by such filling internally will be posted for a period of five (5) workdays for each occurrence. 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 S.T.E.O.P. 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 S.T.E.O.P. 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.

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 S.T.E.O.P. 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 scheduled to work at least 180 days, will receive eleven (11) sick days each year. Employees with a 260 day work year will receive a total of 12 sick days each year. Effective July 1, 2008, 260 day employees will receive 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.

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.

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

Personnel who have been absent because of personal illness for more than two weeks,

before returning to duty, may be required to submit satisfactory medical evidence of ability to perform their duties. This evidence may be either a signed statement from their personal physician or a signed statement by a physician designated by the Superintendent.

ARTICLE 13 PERSONAL DAYS

A. Employees will receive three (3) personal days without loss of pay, after they have completed one (1) year of service in the school district. One (1) unused day may be carried over to the following school year for a maximum of four (4) days available for any school year.

B. Effective July 1, 2008, employees will receive five (5) personal days without loss of pay, after they have completed one (1) year of service in the school district. Two (2) unused days may be carried over to the following school year for a maximum of seven (7) days available for any school year.

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

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 ($\frac{1}{2}$) 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.

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 25 working days from the date of the Superintendent's written decision.

K. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party, 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 subtraction) of clear and unambiguous written terms of this Agreement.

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

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

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

Q. Any claim or grievance arising prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.

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

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 Appendices as follows:

1. 2007-08 Salary Schedule:
 - a. Appendix A: The 2007-08 Salary Schedule is generated by increasing the dollar amount of the 2006-07 schedule by 1.656%.
 - b. Appendix B: The 2007-08 Salary Schedule, effective June 30, 2008, for the beginning point of 2008-09 wage re-opener, is generated by increasing the dollar amounts of the 2006-07 schedule by 2.214%
2. 2008-09 Salary Schedule Appendix C:
The parties have agreed to a wage re-opener.
3. 2009-10 Salary Schedule Appendix D:
The parties have agreed to a wage re-opener.
3. 2010-11 Salary Schedule Appendix E:
The parties have agreed to a wage re-opener.

B. Education Stipend. Employees who obtain an Associate Degree or 60 college credits in their field of work shall receive \$750.00 annually. The Associate's Degree and college credits shall be evaluated by the Administration to determine job relatedness before additional compensation is paid.

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. The three (3%) percent 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. (Per the 2005-2006 wage re-opener.)

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 \$7.00 generic / \$14.00 brand Co-pay with a 90-day MOPD; as of July 1, 2005, the prescription co-pay will increase to \$10.00 generic / \$20.00 brand Co-pay with a 90-day MOPD; Medicare Complementary Exact Fill, Numerous Legal Clarifying riders.

2. All State and Federal mandated benefits will be provided on a current updated schedule as provided by Blue Cross/Blue Shield of Michigan. Additional benefits uniformly provided in these standard Blue Cross/Blue Shield of Michigan plan will become part of the contract.

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

Those 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. Effective July 1, 2008, 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 for 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

	7/1/07-6/30/08	7/1/08-6/30/09	7/1/09-6/30/10	7/1/10-6/30/11
<u>One Person</u>	\$15.00	\$15.94	indexed	indexed
<u>Two Person</u>	\$30.00	\$31.87	indexed	indexed
<u>Full Family</u>	\$40.00	\$42.50	indexed	indexed

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

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

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

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

D. Term Life. The Board shall provide all 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).

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

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

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

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.

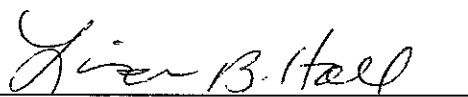
ARTICLE 23 SAVINGS CLAUSE

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

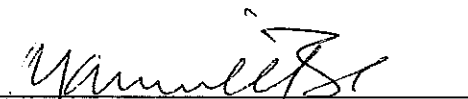
- A. This Agreement shall become effective upon signing with wage increases retroactive to July 1, 2007, and remain in effect until June 30, 2011.
- B. At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of bargaining unit members employed by the Board.
- C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives of:

SAGINAW TOWNSHIP COMMUNITY
SCHOOLS



President

Date



Secretary

Date

11/24/08

SAGINAW TOWNSHIP
EDUCATIONAL OFFICE
PERSONNEL



President

Date

11/21/08



Chairperson,
Negotiations Committee

Date

11/25/08

MEMORANDUM OF UNDERSTANDING

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

By *Tony Stinson*

Dated: 4-23-08

STEOP

By *Kathryn Sedwick*

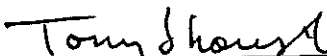
Dated: 4-23-08

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 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 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: 11-24-08



Tony Skowronski
Director of Human Resources and
Labor Relations



Kathe Lombard
STEOP President

2007-08 SECRETARY SALARY SCHEDULE

Classification	Step A Amount	Step B Amount	Step C Amount	Step D Amount	Step E Amount	Step F Amount
Executive Secretary Payroll and Benefits	12.8829	13.7849	14.6653	15.5454	16.4469	18.6805
Executive Secretary	12.3893	13.2480	14.1068	14.9658	15.7820	17.9722
Administrative Secretary						
Level I	11.7663	12.5611	13.3770	14.1713	14.9658	17.0485
Level II	11.1222	11.8738	12.6468	13.3984	14.1499	16.1041
Secretary						
Level I	10.8000	11.5409	12.2819	13.0227	13.7636	15.6531
Level II	10.4779	11.2083	11.9165	12.6468	13.3770	15.2018
Cashier	9.9627	10.6498	11.3049	11.9922	12.6899	14.4291
Library/Media Assistant	9.9627	10.6498	11.3049	11.9922	12.6899	14.4291
Office Assistant	9.4473	10.0916	10.6928	11.3372	12.0026	13.6560
Instructional Assistant	9.4473	10.0916	10.6928	11.3372	12.0026	13.6560

2007-08 SECRETARY SALARY SCHEDULE (effective 6/30/08 for 08-09)

Classification	Step A Amount	Step B Amount	Step C Amount	Step D Amount	Step E Amount	Step F Amount
Executive Secretary	12.4573	13.3207	14.1842	15.0479	15.8686	18.0708
Administrative Secretary						
Level I	11.8309	12.6301	13.4504	14.2490	15.0479	17.1421
Level II	11.1832	11.9390	12.7162	13.4719	14.2276	16.1925
Secretary						
Level I	10.8593	11.6043	12.3493	13.0942	13.8392	15.7390
Level II	10.5354	11.2698	11.9819	12.7162	13.4504	15.2853
Cashier	10.0174	10.7082	11.3669	12.0580	12.7596	14.5083
Library/Media Assistant	10.0174	10.7082	11.3669	12.0580	12.7596	14.5083
Office Assistant	9.4992	10.1470	10.7515	11.3994	12.0685	13.7309
Instructional Assistant	9.4992	10.1470	10.7515	11.3994	12.0685	13.7309

COMP-TIME TRACKING SHEET

DATE	REMARKS (reason for overtime)	STARTING TIME	QUITTING TIME	TOTAL HOURS COMP TIME	STRAIGHT TIME (please check)	TIME AND A HALF (please check)

Accumulated Hours	
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Employee Name
(please print)

Date Employee Signature

Date Supervisor Signature

Saginaw Township Community Schools
GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form

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

Submit to Immediate Supervisor in Duplicate _____

Building	Assignment	Name of Grievant	Date Filed
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IMMEDIATE SUPERVISOR LEVEL

A. Date Cause of Grievance Occurred _____

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

2. Relief Sought _____

Signature	Date
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C. Disposition by Immediate Supervisor _____

Signature	Date
-----------	------

D. Position of Grievant and/or Association _____

Signature	Date
-----------	------

GRIEVANCE REPORT FORM

SUPERINTENDENT LEVEL

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

ARBITRATION LEVEL

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date of Decision