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MASTER AGREEMENT

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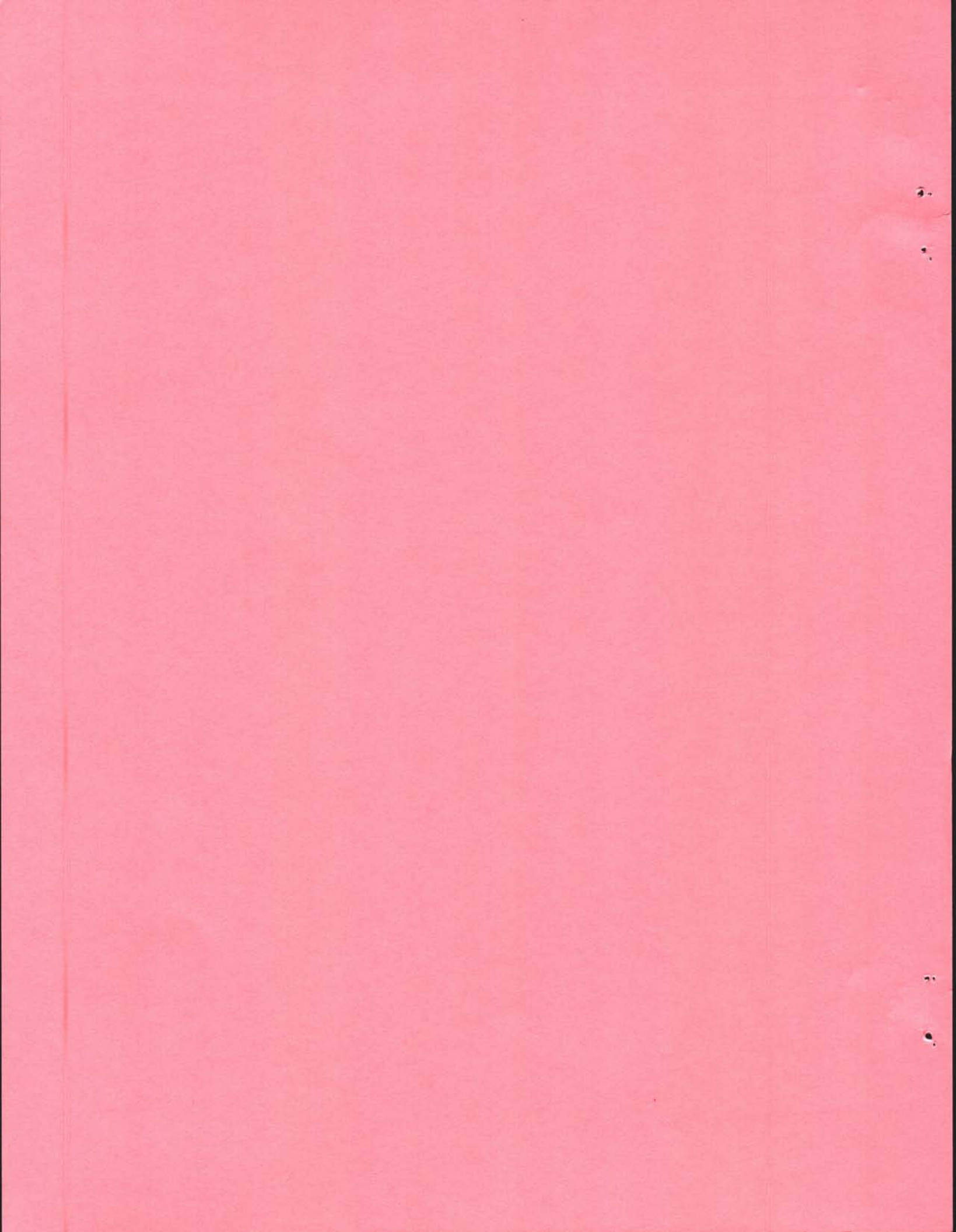
**BOARD OF EDUCATION
SAGINAW TOWNSHIP COMMUNITY SCHOOLS**

and

SAGINAW TOWNSHIP EDUCATIONAL OFFICE PERSONNEL

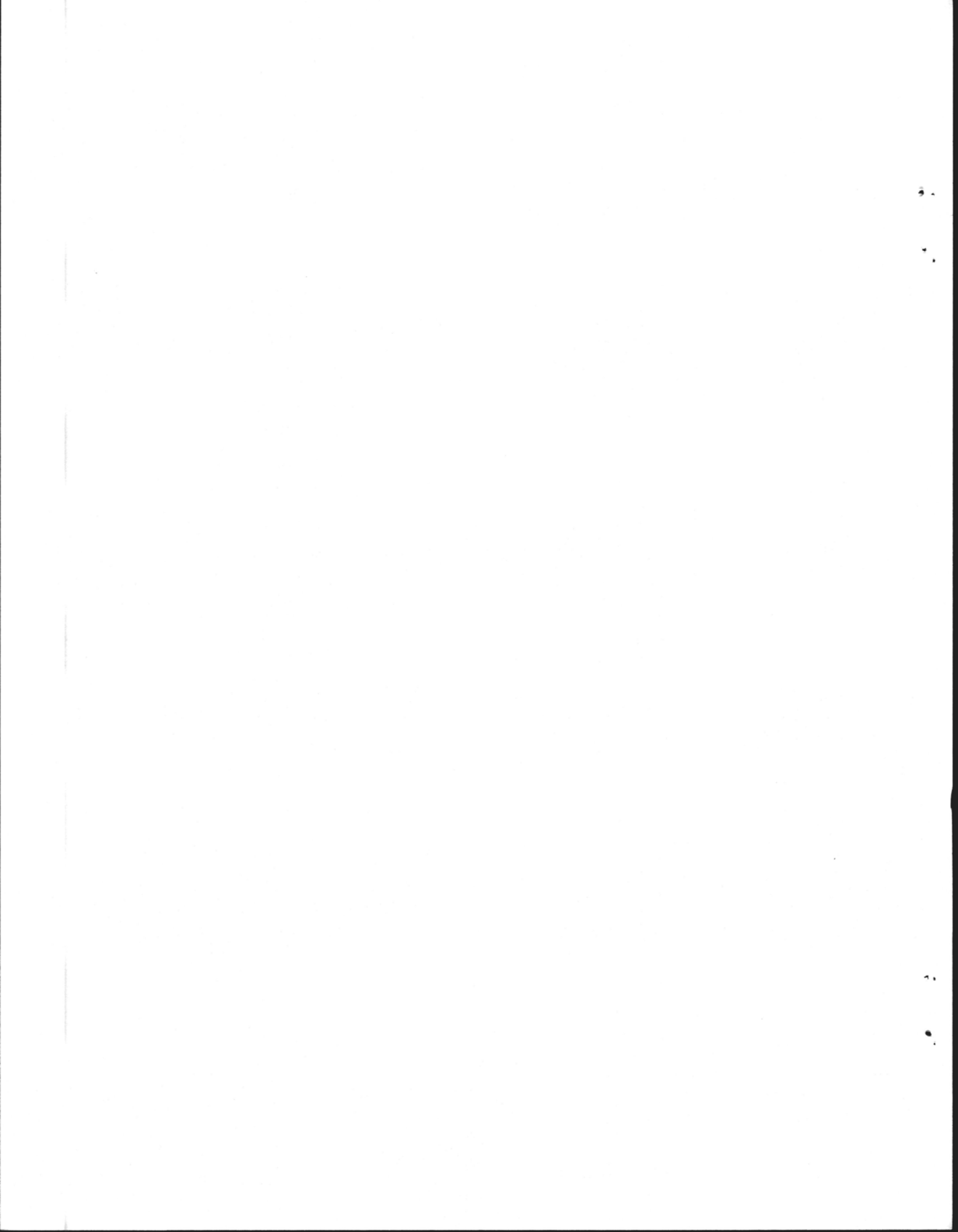
July 1, 1997 through June 30, 2001

Saginaw Township Community Schools



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

AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of July, 1997, between the Board of Education of Saginaw Township Community Schools, hereinafter called the "Board" and Saginaw Township Educational Office Personnel, hereinafter called the "Association" affiliated with MESPA/MEA/NEA.

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representatives as defined in Section II of Act 336, Public Acts of 1947, for all educational secretaries and clerical workers (but excluding all supervisory, temporary or casual, and executive confidential secretaries). All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "secretaries" or "bargaining unit members" or "employee."

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

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

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

ARTICLE II

RIGHTS OF THE ASSOCIATION

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

B. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards, one of which shall be provided in each building.

C. The Association may use the district's inter-school mail service and mailboxes for communications to its members provided distribution of Association mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.

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

1. Annual Financial Report 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.

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

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

Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

If at any time this save harmless is declared unenforceable or void, the Agency Shop provision of this Agreement shall be declared nugatory.

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

H. Association Days. The Board shall permit a person or persons designated by the Association a maximum of nine (9) 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 fifteen (15) days.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

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

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

ARTICLE IV

NO STRIKE

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

ARTICLE V

HOURS OF WORK

A. When school is in session the normal work day for all office personnel shall be seven and one-half (7-1/2) working hours per day, five (5) days a week. The lunch period may be adjusted for the convenience of the building but must be duty free, uninterrupted, and under any circumstances no less than thirty (30) consecutive minutes.

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

C. Bargaining unit members will be paid 1-1/2 times their hourly rate after forty (40) hours of work per week.

D. 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.

Beginning in the 1998-99 school year, bargaining unit members will report on these days to their regular assignment or another assignment as directed by their supervisor at their regular time or as soon thereafter as weather and travel conditions permit. Members who are unable to report to work shall notify their respective administrator no later than two (2) hours after the report time and the day will be subtracted from: (1) vacation or personal leave; or (2) will be a non-paid day; or (3) will be a rescheduled workday determined by the administrator in accordance with building needs. Bargaining unit members working less than 200 days shall be required to work with pay on any rescheduled days not exempt from the Michigan School Code.

ARTICLE VI

VACANCIES, PROMOTIONS AND TRANSFERS

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

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

A. Post established vacancies and newly created positions as soon as vacancies occur. This posting will occur in each building employing members of this bargaining unit for a period of ten (10) days. 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.

B. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the ten (10) or five (5) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of the same to each bargaining unit member by U.S. Mail, provided the bargaining unit member has supplied the employer with self-addressed stamped envelopes in advance.

A copy of any and all bargaining unit position vacancy postings shall be sent to the Association whenever such posting occurs.

C. Vacancies. Employees in the bargaining unit who are presently employed shall be given first consideration for all vacancies for which they are qualified. All vacancies shall be filled based on employee's skills, abilities, qualifications and work record. 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. At the time of employment or job change, each employee shall be given a copy of the Master Agreement and a job description plus a letter indicating job title, placement on the job classification level, salary, hours, and name of immediate supervisor.

E. 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.

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

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

ARTICLE VII

SENIORITY

A. New employees will be considered as probationary employees until they have been employed continuously for six (6) months. Upon mutual agreement between the Board and the Association, this probationary period may be extended for a period of time not to exceed sixty (60) days. During the probationary period, the

probationary employee may be discharged, laid off or otherwise dismissed at the sole discretion of the school without any rights of recourse under the Agreement by either the employee or the Association. After completion of the probationary period, the employee will be considered as a regular employee and seniority will be established as of the first day worked.

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

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

ARTICLE VIII

REDUCTION IN STAFF

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

B. When bargaining unit members who have been laid-off due to reduction in force are to be re-employed, those having the most seniority shall be recalled first, providing they can do the available work. Bargaining unit members who have been laid-off for five (5) years or a period of time equal to their seniority, whichever is less, shall lose all rights to recall.

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

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

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

ARTICLE IX

RESIGNATION

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

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

ARTICLE X

DISCIPLINE

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

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

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

1. Each bargaining unit member shall have the right to review, upon request, the contents of their own personnel file, excluding pre-employment data. Each bargaining unit member may have a representative of the Association accompany them in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files.
2. Each bargaining unit member shall have the right to submit a written notation regarding any material in the personnel file and have it attached to the material.
3. The Administration shall take no disciplinary action against a bargaining unit member without prior notice to the bargaining unit member, unless the circumstances warrant immediate action. Upon request, the bargaining unit member shall have the right to have an Association representative present during any meeting called for the purpose of administering discipline.

ARTICLE XI

SICK LEAVE

A. Sick leave is a form of insurance and is not a form of compensation. The purpose of sick leave shall be to protect bargaining unit members when they become ill.

B. Bargaining unit members employed by the School District shall receive twelve (12) days sick leave per year.

C. Accumulation of sick leave at a rate not to exceed 12 days per year with a maximum bank of one hundred eighty (180) days. Employees with sick leave banks in excess of one hundred eighty (180) days shall not forfeit sick days, but shall be required to draw from their bank for purposes of sick leave until the bank is reduced to the one hundred eighty (180) day maximum amount.

D. Any bargaining unit member having exceeded their accumulated sick leave days may request additional days. This request shall be made in writing to the Sick

Leave Review Board. This board shall consist of two (2) representatives of the Board of Education and two (2) representatives appointed by the Association. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be a majority decision of the Sick Leave Review Board.

E. Bargaining unit members who leave the employment of the School District, except on a leave of absence, shall forfeit all their unused sick leave days, except as specified below, and days so forfeited shall not be restored if the bargaining unit member shall later re-enter the employ of the School District.

F. Those bargaining unit members who have a perfect attendance record in the previous school year, will be granted one (1) personal appreciation day off with pay. These days shall be scheduled in advance, with a minimum of 48 hours' notice, with the member's immediate supervisor and central office and shall be consistent with operational needs.

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

G. Satisfactory medical affidavit to the effect that an absence was caused by illness may be required for illness of more than three (3) days.

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 XII

PERSONAL BUSINESS DAYS

All 260-day bargaining unit members shall receive two (2) personal business days without loss of pay, after they have completed one (1) year of service in the school district. One (1) unused day may be carried over to the following school year for a maximum of three (3) days available for any school year.

All other bargaining unit members shall receive two (2) personal business days without loss of pay, after they have completed one (1) year of service in the school district.

ARTICLE XIII

VACATIONS

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

B. Full-time bargaining unit members, as defined above, shall receive three (3) weeks vacation after completing five (5) years of service in the school system, and four (4) weeks vacation after completing twelve (12) years in the school system.

C. Bargaining unit members who are given full-time positions from lesser employment periods (such as 42, 44, etc., periods of employment) shall receive credit for actual time worked toward the three (3) or four (4) week vacation period (i.e., 260 weeks service).

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

E. Bargaining unit members shall be permitted to:

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

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

ARTICLE XIV

HOLIDAYS

A. Paid holidays for all bargaining unit members shall 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 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 XV

LEAVE OF ABSENCE

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

1. Family Medical Leave Act.
Eligible bargaining unit members shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the Family Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.

2. Family Illness.

A maximum of three (3) days for family illness in the *immediate family. These days will be deducted from sick leave.

3. Bereavement Leave.

a. Death in the Immediate Family.

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

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

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

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

4. Jury Duty.

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

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

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

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

ARTICLE XVI

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

H. Within ten (10) working days of receipt of the written appeal, the Superintendent, or a designated representative, will arrange for a conference to

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVII

SALARY PROVISIONS

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

1. **1997-98 Salary Schedule:**

The 1997-98 Salary Schedule shall be generated by increasing the dollar amounts of the 1996-97 schedule by one (1%) percent.

2. **1998-99 Salary Schedule:**

The 1998-99 Salary Schedule shall be generated by increasing the dollar amounts of the 1997-98 schedule by two (2%) percent.

3. **1999-2000 Salary Schedule:**

The 1999-2000 Salary Schedule shall be generated by increasing the dollar amounts of the 1998-99 schedule by two (2%) percent.

4. **2000-2001 Salary Schedule:**

The 2000-2001 Salary Schedule shall be generated by increasing the dollar amounts of the 1999-2000 schedule by two (2%) percent.

B. Bargaining unit members who obtain an Associate Degree in their field of work shall receive \$550 annually. The Associate's Degree shall be evaluated by the Administration to determine job relatedness before additional compensation is paid.

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

ARTICLE XVIII

INSURANCE

A. Blue Cross-Blue Shield 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, SAT II, SOTPE, GLE1, ML, FAERC, PPNV, AS1, DC, SD, Plus-15, Trust-15; Master Medical Certificate Option I (\$100/\$200 deductible, 80/20 co-pay); Preferred Rx Certificate \$5.00 Co-pay with MOPD; Medicare Complementary Exact Fill, Numerons Legal Clarifying riders.

No Health Plus insurance benefits will be available effective January 1, 1998.

Effective with the 2000-2001 school year, the Preferred Rx Certificate Co-pay with MOPD will be increased to \$7.00 Co-pay.

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

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

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

3. Health Care Cost Sharing. Employee contributions for the above Blue Cross/Blue Shield insurance shall be made according to the following schedule (for a total dollar amount equivalent to 12 months). Contributions shall be by payroll deduction beginning with the first pay period of 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.

Monthly Contributions

<u>Period</u>	July 1, 1997 through June 30, 2001
<u>One Person</u>	\$7.00
<u>Two Person</u>	\$15.00
<u>Full Family</u>	\$20.00

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

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."

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

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

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

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

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

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

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

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

ARTICLE XIX

MILEAGE

Bargaining unit members required in the course of their work, and who have received approval from the administration to drive personal automobiles from one school to another, shall receive the current IRS mileage rate for all miles driven. School business outside of these conditions shall be paid at the same current IRS rate per mile with the approval of the administration. The reimbursement rate for a given school year shall be the rate published by the IRS as effective January 1, prior to the start of that school year during which the mileage was driven.

ARTICLE XX

MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE XXI

EMPLOYEE TRAINING

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

reimbursement hereunder shall be dependent on funds made available by the District designated for this purpose.

ARTICLE XXII

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 XXIII

SUBCONTRACTING

ARTICLE XXIV

MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM CONTRIBUTION

For contract year 1997-98, the Board of Education will pay for each eligible employee the required contribution of 14.66 percent (or actual) of wages paid into the Michigan Public School Employees Retirement System (1997-98 actual contribution = 1997-98 base rate). For contract years 1998-99, 1999-00 and 2000-01, the Board of Education will pay for each eligible employee the required employer contribution according to the following calculations:

1997-98 base rate x 103%	=	1998-99 base rate
1998-99 base rate x 103%	=	1999-00 base rate
1999-00 base rate x 103%	=	2000-01 base rate

Any required contributions in excess of the base rate will be paid by the employee and remitted by the employer through employee payroll deduction. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.

ARTICLE XXV

TERMINATION

A. This Agreement shall become effective July 1, 1997, and remain in effect until June 30, 2001.

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

John M. West
President

10-27-97
Date

Ray Z. Brad
Secretary

9/30/97
Date

SAGINAW TOWNSHIP EDUCATIONAL OFFICE PERSONNEL ASSOCIATION

Vickie Roy
President

10/16/97
Date

Betty J. Nizinski
Chairperson,
Negotiations Committee

10-16-97
Date

**SAGINAW TOWNSHIP COMMUNITY SCHOOLS
SAGINAW TOWNSHIP EDUCATIONAL OFFICE PERSONNEL**

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

SAGINAW TOWNSHIP COMMUNITY
SCHOOLS

SAGINAW TOWNSHIP EDUCATIONAL
OFFICE PERSONNEL ASSOCIATION

Carole C. Wierda
Chief Negotiator

Judith Roy
President

10-16-97
Date

10/16/97
Date

1997-98 SECRETARY SALARY SCHEDULE

Old Title/Classification (for clarification only)	New Title/Classification	Step A Amount	Step B Amount	Step C Amount	Step D Amount	Step E Amount	Step F Amount
Payroll Acct.	Executive Secretary Payroll and Benefits	10.2834	11.0033	11.7062	12.4088	13.1284	14.9111
Sec'y-Asst. Sup't., Bookkeeper	Executive Secretary	9.8894	10.5750	11.2604	11.9460	12.5976	14.3457
	Administrative Secretary						
Sec'y-Adult Ed., Hot Lunch, Spec. Ed., Transp., Asst. Bkcp.	Level I	9.3922	10.0267	10.6778	11.3119	11.9460	13.6086
Sr. Sec'y	Level II	8.8781	9.4780	10.0950	10.6950	11.2949	12.8548
	Secretary						
Jr. Sec'y - High School	Level I	8.6209	9.2124	9.8036	10.3950	10.9864	12.4947
Jr. Sec'y, Jr. Sec'y-Recpt., Steno	Level II	8.3637	8.9467	9.5122	10.0950	10.6778	12.1345
Clerk	Office Assistant	7.5411	8.0553	8.5353	9.0496	9.5808	10.9005
	Library Clerk	7.5411	8.0553	8.5353	9.0496	9.5808	10.9005
	Instructional Assistant	7.5411	8.0553	8.5353	9.0496	9.5808	10.9005

Sub Clerk — \$5.15 or minimum wage (whichever is greater)	260 x 7.5 = 1950 hrs	205 x 7.5 = 1537.5 hrs	220 x 6 = 1320 hrs
	230 x 7.5 = 1725 hrs	200 x 7.5 = 1500 hrs	200 x 6.5 = 1300 hrs
	220 x 7.5 = 1650 hrs	190 x 7.5 = 1425 hrs	190 x 6.5 = 1235 hrs
Co-op — Minimum Wage	215 x 7.5 = 1612.5 hrs	200 x 7 = 1400 hrs	190 x 6 = 1140 hrs
	210 x 7.5 = 1575 hrs	190 x 7 = 1330 hrs	190 x 3.5 = 665 hrs
			190 x 3 = 570 hrs

1998-99 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	10.4891	11.2234	11.9403	12.6570	13.3910	15.2093
Executive Secretary	10.0872	10.7865	11.4856	12.1849	12.8496	14.6326
Administrative Secretary						
Level I	9.5800	10.2272	10.8914	11.5381	12.1849	13.8808
Level II	9.0557	9.6676	10.2969	10.9089	11.5208	13.1119
Secretary						
Level I	8.7933	9.3966	9.9997	10.6029	11.2061	12.7446
Level II	8.5310	9.1256	9.7024	10.2969	10.8914	12.3772
Library/Media Technician	8.1115	8.6710	9.2042	9.7638	10.3319	11.7479
Office Assistant Instructional Assistant	7.6919	8.2164	8.7060	9.2306	9.7724	11.1185

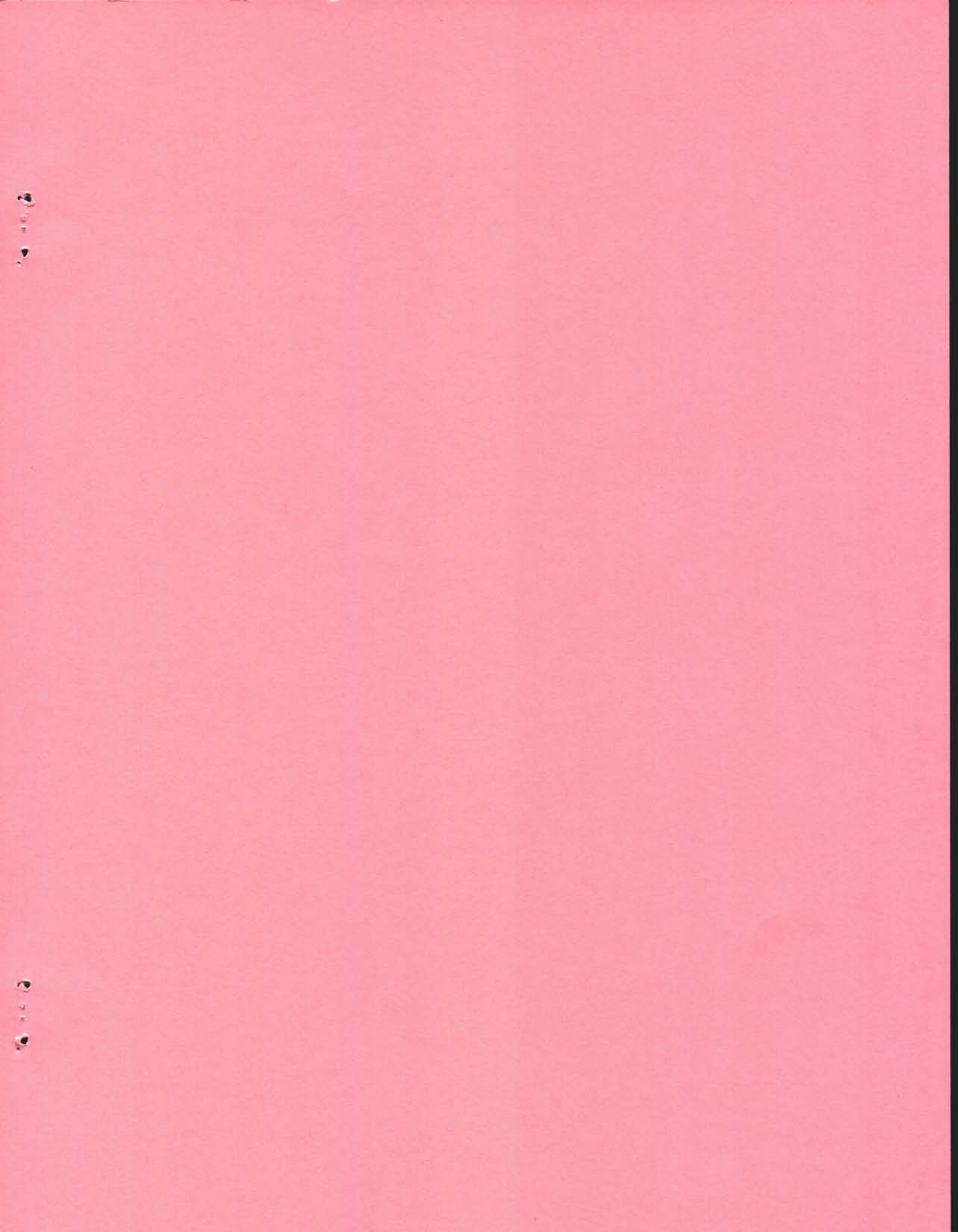
Sub Clerk — \$5.15 or
minimum wage
(whichever is greater)

Co-op — Minimum Wage

260 x 7.5 = 1950 hrs
230 x 7.5 = 1725 hrs
220 x 7.5 = 1650 hrs
215 x 7.5 = 1612.5 hrs
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18. 10. 1907

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