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Saginaw
Secretaries
Agreement

Saginaw

1972-1973

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Saginaw, Michigan

AGREEMENT

Between

BOARD OF EDUCATION OF THE CITY OF SAGINAW

&

SAGINAW PUBLIC SCHOOLS SECRETARIES' ASSOCIATION,
An Affiliate Of The Saginaw Education Association

For The Period Of

April 12, 1973

To

December 31, 1973

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AGREEMENT STATEMENT

THIS AGREEMENT made and entered into this 11th day of April, 1973, by and between the Board of Education of the City of Saginaw, hereinafter referred to as the "Board" and the Saginaw Public School Secretaries' Association, an affiliate of the Saginaw Education Association, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

In accordance with Act 176 of the Public Acts of 1939, as amended, the Board hereby recognizes the Association as the exclusive bargaining representative for all full-time and regular part-time secretarial clerical employees employed by the Board including those at the public library, EXCLUDING: Temporary employees, supervisors, and confidential employees as defined in the Act. Unless otherwise indicated, the term "employee" or "secretary" when used in this Agreement will refer to all employees in the bargaining unit.

ARTICLE II - RIGHTS OF SECRETARIES

SECTION A. Secretaries shall have the right to hold meetings in school buildings without charge subject to the Board of Education policies and regulations concerning application for use, etc. This applies except in event of a strike. Said meetings will not be held during working hours of employee participants.

SECTION B. 1. Secretaries shall be permitted the reasonable use of inter-office and inter-building mail for communication, and may, at the discretion of the Superintendent, have notices placed in bulletins issued from the Administration Building.

SECTION B. 2. Copies of all secretarial inter-office and inter-building correspondence will be distributed, at the same time as the regular membership distribution, to the Personnel Department and to the Office of the Superintendent.

SECTION C. Once a year the Board shall provide the Association with a list of all secretarial personnel in the bargaining unit, together with length of service, classification, and salary provided that the Association gives at least Seven (7) days notice prior to its request for such information. Once a month thereafter the Board shall provide the above information for new hires.

SECTION D. The Board shall provide the Association access to that information legally required and necessary for collective bargaining, but in no way assumes the responsibility for assembling, organizing, systematizing, coordinating, separating, or collecting such information. The Association will be responsible for any costs entailed in providing said information, provided that the Board will be given reasonable notice of the Association's intent to request access to said information, and provided further, that such access shall be provided at reasonable times during normal business hours and it does not interfere with the normal operation of the business office.

If the Association so requests, it will be given a cost-estimate on the procurement of such information.

SECTION E. The Board specifically recognizes the rights of its employees to invoke the assistance of the Michigan Employee Relations Commission as provided by Act 379 of the Michigan Public Acts of 1965 in appropriate cases.

SECTION F. While it is recognized that the Board has the right to subcontract or contract out any and all work, processes, or services, and to transfer work out of the bargaining unit, it is agreed that before the Board removes said bargaining unit work from the bargaining unit, it shall notify the Association, and, if requested in writing by the Association within Five (5) days following notification, the Board shall meet with the Association to negotiate on the matter.

ARTICLE III - BOARD RIGHTS

SECTION A. The Board retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, and limited by this Agreement.

SECTION B. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Board's sole right to manage its business efficiently and economically, including the right to:

1. Full and exclusive control of the management of the school district, the supervision of all operations and methods, processes, means, and personnel by which any and all work will be performed, the control of the property, and the composition, assignment, direction, and determination of the size and type of the working force.

2. Determine the number, location, and types of schools, offices, and/or buildings, discontinue temporarily or permanently, in whole or in part, any of the Board's operations, sell or close schools, services, and/or buildings operated by the Board or move them from one location to another.
3. Discontinue, change, or alter any service, operations, processes, job, or method of performance.
4. Hire, assign, and lay-off employees and the right to transfer, promote, or demote employees from one classification or department to another on a temporary or permanent basis.
5. Hire part-time employees or hire temporary employees or contract for the services of temporary employees to perform temporary job assignments.
6. Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee, establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force in any department, establish, change, combine, or discontinue job positions, prescribe and assign job duties, content, and positions, and establish wage rates for any new or changed positions for the duration of this Agreement.
7. Select employees for promotion or transfer to supervisory or other positions outside the bargaining unit, require employees to perform work outside their assigned job positions and classifications and the right to otherwise maintain an orderly operation.
8. Discipline and discharge for cause, adopt, revise, and enforce working rules.
9. The right to assign non-bargaining unit personnel to perform bargaining unit work.

SECTION C. The listing of specific rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised in the past.

ARTICLE IV - DUES CHECKOFF

SECTION A. All employees shall be free to join the Association; however, membership in the Association is not required for employment.

SECTION B. There shall be no solicitation of employees for Association membership, or dues on Board time. The Association further agrees that the Board shall have the right to take disciplinary action for any violation of this provision.

SECTION C. After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization For Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct from the pay of employees who are Association members, the regular, usual, periodic, and uniform dues and/or initiation fees of the Association levied in accordance with the Constitution and By-Laws of the Association, provided, however, that the Association will first present to the Board a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Treasurer of the Association and written authorization in suitable form signed by the employees allowing such deductions and payments to the Association at least Twelve (12) work days prior to the date on which the dues are to be deducted. The Association shall be fully responsible for the validity and correctness of the certified check-off list and authorization.

SECTION D. The written authorization from employees will be on the "Authorization For Payroll Deduction" as shown below:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize the Board of Education to deduct from my earnings the Saginaw Public Schools Secretaries' Association membership initiation fee, assessments, and once a month, an amount established by the Association as dues. The amount deducted shall be paid to the Treasurer of the Association. This authorization shall remain in effect until terminated by me. I understand that I may cancel or revoke this authorization to be effective December 31st of any given year upon Thirty (30) days written notice to the Board and the Association.

By _____
Print Last Name First Name Middle Name

To _____
Employer School or Department

Date to Start _____
Deduction Signed

Address _____

SECTION E. Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Association within Ten (10) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.

SECTION F. Any employee may voluntarily cancel or revoke the "Authorization For Payroll Deduction" to be effective on December 31st of any given year upon Thirty (30) days written notice to the Board and the Association.

SECTION G. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Association will be notified by the Board of the names of such employees following the end of each month in which the termination took place.

SECTION H. The Board shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization For Payroll Deduction", together with the provisions of this Agreement. The Board shall have no responsibility for the collection of membership dues, special assessments, or any other deduction not in accordance with this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION A. A grievance is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee(s) or group of employees or involving an alleged violation of a specific Article and Section of this Agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance. If any such grievance arises, there shall be no stoppage of work on account of such difference, but the grievance shall be submitted to the following Grievance Procedure.

An individual employee shall have the right at any time to present his grievance to his immediate supervisor and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given the opportunity to be present at such adjustment.

SECTION B. STEP ONE. Within Seven (7) calendar days of the time a grievance arises, an employee may present the grievance to his supervisor.

STEP TWO. If the grievance is not resolved in Step One, the employee may, within Seven (7) calendar days reduce her grievance to writing on a grievance form provided by the Board and present the grievance to her supervisor for a written answer. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee(s) with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee(s). The supervisor shall give the employee an answer in writing no later than Seven (7) calendar days after receipt of the written grievance.

STEP THREE. If the grievance is not resolved in Step Two, the employee may, within Seven (7) calendar days after the answer in Step Two, submit the grievance to the Association's Grievance Committee. The Grievance Committee shall decide whether or not there is probable cause to support a grievance. If the committee believes there is a legitimate grievance, it shall, within Seven (7) calendar days after receipt of the written grievance, and in no event later than Fourteen (14) calendar days after the answer in Step Two, present the grievance to the Superintendent. Within Fourteen (14) calendar days from the receipt of the grievance by him, he shall render a decision in writing to the Grievance Committee.

STEP FOUR. If the grievance is not resolved in Step Three, the Association may, within Seven (7) calendar days after the answer in Step Three, appeal the grievance to the Board. A copy of the appeal shall be sent to the Superintendent.

Within Twenty-One (21) calendar days after the receipt of the appeal, a committee of the Board will meet, giving the aggrieved employee and the Association Representative a reasonable opportunity to be heard. The Board shall render its decision in writing within Fourteen (14) calendar days after holding a hearing on the appeal. The case presented to the Board must in all instances be the grievance presented in Steps One, Two, and Three.

SECTION C. Any grievance not filed within the prescribed time limit or not advanced to the next Step within the time limit in that Step, shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail.

SECTION D. The Board shall not be required to pay back wages more than Three (3) calendar days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment or other wages that he may have earned during his normal working day during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

SECTION E. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

SECTION F. It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during regular working hours, a secretary participating in any level of the Grievance Procedure, including Arbitration, on his own behalf or on behalf of the Association, with any representative of the Board, will be released from assigned duties without loss of salary.

SECTION G. Any grievance which does not allege a violation of a specific Article and Section of this Agreement, when filed, may be processed through Step Three of the Grievance Procedure, but will not be arbitrable.

SECTION H. If the grievance is not resolved at Step Four of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may at its option, submit the grievance to Arbitration by written notice delivered to the Superintendent or Local Association President as the case may be, Seven (7) calendar days after receipt of the Board's answer in Step Four or within Fifty (50) calendar days after the grievance was filed at Step Four, whichever is sooner.

The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. If no such notice is given within the prescribed period, the Board's answer shall be final and binding on the Association, the employee, or employees involved, and the Board.

SECTION I. Following receipt of the notice to arbitrate, the Association and the Board will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within Nine (9) calendar days following receipt of the written notice, either the Association or the Board may, within the next Nine (9) calendar days only, apply in writing to the American Arbitration Association for Arbitration under its rules.

SECTION J. The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement.

If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits, provided that the party raising the question of arbitrability gives the other party notice of its intent to raise such issue at least Ten (10) calendar days prior to the Arbitration Hearing.

If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

SECTION K. Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish or change salary scales.

He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, or rule, unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the Board has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

It is further specifically understood that the Arbitrator:

1. shall have no power to substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement;
2. shall have only the authority to pass on cases referred to him as prescribed herein.

SECTION L. At the close of the Hearing, the Arbitrator shall afford the Board and the Association, a reasonable opportunity to furnish Briefs.

SECTION M. The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee, or employees involved, and the Board. The Association in such event shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.

SECTION N. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

SECTION O. Miscellaneous.

1. If the Board does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure.

2. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
3. Any agreement reached between management and the representative designated by the President of the Association is binding on all parties affected and cannot be changed by any individual. Said agreement shall not be challenged through the Grievance Procedure.
4. Both parties agree that these proceedings shall be kept confidential at each level of this procedure.
5. It is expressly understood that a class action grievance may be filed only when there is mutual written agreement by the parties and the circumstances are the same for all persons within the class or the group affected.

ARTICLE VI - NO-STRIKE CLAUSE

SECTION A. During the life of this Agreement, the Association shall not or permit its members to cause, nor shall any member of the Association take part in, any strike, sit-down, stay-in, or slow-down, curtailment of work, restriction of work, or stoppage of any of the Board's operations, or interference with any of the operations of the Board of Education and School District.

SECTION B. The Association shall not cause or permit its members to cause, nor shall any member of the Association take part in, any picketing of the School District properties or of the Board of Education premises during the life of this Agreement.

SECTION C. The Association agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppage, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. In the event the Association violates the foregoing provision, the Board shall have the right to terminate this Agreement by notice in writing to the Association in addition to any other remedies it may have. The Association further agrees that the Board of Education shall have the right to discipline (including discharge) any or all employees who violate this Article.

ARTICLE VII - DISCIPLINE AND DISCHARGE

SECTION A. The Board shall retain the right to establish, adopt, change, amend, and enforce reasonable rules for employees to follow, the right to warn, reprimand, suspend, discharge, demote, or transfer any and all employees who violate these rules.

SECTION B. New or amended rules will be published Five (5) working days prior to their effective date.

SECTION C. After completion of the probationary period, no employee shall be discharged or disciplined without just cause. Just cause for discipline or discharge shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism or tardiness; failure to notify his supervisor of anticipated absenteeism prior to reporting time; failure to take a physical examination; insubordination; unethical conduct; overt discourtesy to supervisors, visitors, or other Board employees; gross neglect of duty; falsification of employment application or other records; advising or directing employees to disregard the orders of supervision; the unauthorized release of information regarding the operation of the School District to a student, teacher, a fellow employee, or any unauthorized person.

ARTICLE VIII - SENIORITY

SECTION A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's service with the Board. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

1. Any employee leaving of her own volition will, at the time of any future full-time employment with the Board, be granted past years' seniority in the Saginaw Public School System and be placed on the same step rate of pay held prior to the resignation.
2. Any employee who has been discharged or has lost her seniority pursuant to Section 4 (exclusive of Section D.1.) will, if reinstated, be subject to a Six (6) months probation period, then returned to previous level of seniority and pay.

SECTION B. New employees shall be subject to a probationary period of Sixty (60) working days of employment which must be completed within Four (4) months in which work is scheduled. During the probationary period, the Board shall have the sole right to discharge, discipline, transfer, demote, or layoff employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom. At the end of the probationary period, employees shall be placed on the seniority list as of the first day worked after completion of the probationary period.

1. The Association will represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I - Recognition of this Agreement.

SECTION C. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the Board to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.

SECTION D. An employee shall be terminated and lose his seniority rights if he:

1. Quits.
2. Is discharged and not reinstated.
3. Is laid off for a period of Two (2) years or the length of his seniority whichever is less.
4. Fails to report for work within Five (5) days following recall from layoff, notice of said recall to be by telegram or registered mail.
5. Is absent without a reasonable excuse for Two (2) consecutive working days and without notice to the Board of such excuse within the Two (2) days.
6. Fails to return from a leave of absence at the designated time, without reasonable excuse acceptable to the Board.
7. Mandatory retirement at age Sixty-Five (65) except that an employee turning Sixty-Five (65) during the fiscal year shall be permitted to finish that year.

SECTION E. It shall be the responsibility of each employee to notify the Board of any change of address or telephone number. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.

SECTION F. An employee who is transferred to a job outside the bargaining unit shall retain and accumulate seniority, whether such transfer was made before or after the Association was first recognized as bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits. This clause shall not be construed to limit the Board's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

ARTICLE IX - LAYOFF AND RECALL

SECTION A. For the purposes of this Article, the following operating divisions are hereby established:

- | | |
|-------------------------|----------------------------|
| 1. Elementary-Secondary | 3. Central Office-Business |
| 2. Library | 4. All Others |

SECTION B. In the event of a long-term layoff or recall, employees shall be laid off or recalled according to (a) seniority and (b) ability to perform the work in their position. If ability to perform the work is equal among employees in the judgment of the Board, seniority shall prevail. The following procedures will be followed:

1. (a) As provided herein, probationary employees within the affected position will be laid off first on a district-wide basis, providing the remaining seniority employees can perform the available work.
- (b) As provided herein, seniority employees within the affected position will be laid off first on a district-wide basis according to seniority in the designated position, provided the remaining employees can perform the available work.
2. As provided herein, when a seniority employee is removed from a position as a result of a layoff, he shall be allowed to apply his district-wide seniority and bump the least senior employee in his classification or the next lower classification (if his seniority entitles him) providing he can perform the available work and the remaining employees can perform the available work.
3. As provided herein, when a seniority employee is removed from a position as a result of being bumped by a more senior employee pursuant to Section B. 2., of this Article, he shall be allowed to apply his district-wide seniority and bump the least senior employee in the next lower classification (if his seniority entitles him) providing he can perform the available work and the remaining employees can perform the available work.

SECTION C. The Board reserves the right to layoff or recall employees on a temporary basis (not to exceed Ten [10] working days) without regard to seniority.

SECTION D. In the event the Board schedules a shortened work week for any employee or group of employees within any position, classification, or operating division, such shall not be considered a lay-off and the provisions of this Article shall not apply, provided that, if a seniority employee is scheduled to work less than Fifty-Nine (59%) Percent of her normal weekly hours for Three (3) consecutive weeks, she will at the end of the Third (3rd) week, be considered to be laid off in the subsequent consecutive work weeks, in which she would thereafter be scheduled to work less than Fifty-Nine (59%) Percent of her normal weekly hours. For such subsequent consecutive work weeks, the employee will have the option of working the shortened work weeks or she may be allowed to bump a less senior employee, under the terms and conditions of Section B of this Article, if said less senior employee is scheduled to work a normal work week. Provided further, that in the event the Board reduces or shortens the work week and the shortened

work week results in a seniority employee being scheduled to work less than her normal weekly hours but more than Fifty-Nine (59%) Percent of her normal weekly hours for Ten (10) consecutive weeks, she will, at the end of the Tenth (10th) week be considered to be laid off in the subsequent consecutive work weeks in which she would thereafter be scheduled to work less than her normal weekly hours. For such subsequent consecutive work weeks, the employee will have the option of working the shortened work weeks or she may be allowed to bump a less senior employee, under the terms and conditions of Section B of this Article, if said less senior employee is scheduled to work a normal work week.

ARTICLE X - PROMOTIONS AND TRANSFERS

SECTION A. If permanent job vacancies are to be filled, they will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher rated pay classification than the one currently employed in.

1. Notice of said job vacancies shall be given to employees in the Superintendent's bulletin or by a special designated notice. The Personnel Department will accept written applications from employees for the position for One (1) week after notice of the vacancy is made known. The Board reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article.

2. a. Prior to the vacancy being filled, the representatives of the Board shall review all applications from within the unit. If no applicant is selected to fill the vacancy, the Board may then consider applicants outside the bargaining unit.
- b. In the filling of such jobs, background, attainments, prior work record, ability, merit, and capacity shall be considered. Where these factors are deemed equal by the Board, the employee with the longest service in the District shall be given preference. In determining relative ability, consideration shall be given to experience, quality of workmanship, aptitude, physical fitness, punctuality, and good attendance.
3. Unsuccessful candidates who have applied for a specific job vacancy will be sent a notice that they have not been selected within Ten (10) days after the position has been filled. If any applicant not chosen for a specific job vacancy makes a written request within Seven (7) days after being notified that the position has been filled, he shall be entitled to a conference with a designated Board representative to discuss the reasons the applicant was not selected.

SECTION B. In the event an employee desires a transfer, he may file a written request with the Personnel Department.

1. Transfer requests from employees who have been involved in an involuntary transfer will be given preference, if the applicant is deemed qualified by the Board pursuant to Paragraph 3 of this Section.
2. The Board reserves the sole right to temporarily transfer employees for up to Ninety (90) days from one classification to another without regard to seniority. The employee so transferred shall, if the transfer is to a lower classification, retain her original step rate of pay. The employee so transferred shall, if the transfer is to a higher classification, retain her original step rate of pay for the first Twenty (20) working days following the transfer and shall thereafter continue to retain her original step rate or receive the same step rate of the new classification (whichever is higher).

3. In making any transfer, the Board will give due consideration to seniority, qualifications, and all other applicable factors, however, the decision of the Board is final and is not subject to the Grievance Procedure set forth in Article V. The Board's compliance with the procedures set forth in this Article is subject to the Grievance Procedure.

SECTION C. The applicant selected for a promotion or transfer will serve a probationary period of Two (2) months. The Board may disqualify the employee during the probationary period and such employee shall be returned to her former position if available or one of similar classification and salary.

ARTICLE XI - JOB CLASSIFICATIONS AND POSITIONS

SECTION A. When used in this Agreement, the term "classification" refers to and means a pay grade. There are Four (4) classifications. When used in this Agreement, the terms "job" or "position" refer to a general work assignment as set forth in Appendix "A".

SECTION B. Attached as Appendix "A" is a listing of the current classifications and positions. It is understood that the classifications and positions are recognized for salary purposes only and that the classifications and positions are intended as an illustrative summary of the types of duties and responsibilities associated with the various positions. It is understood that the summary shall not constitute a designation of job content nor shall it restrict work assignments.

SECTION C. An advisory committee composed of Two (2) representatives of the Board and Two (2) representatives of the Association will be established at the request of either party. The advisory committee will make non-binding recommendations in regard to the classifications (pay grades) and positions which may be implemented when a successor Agreement is negotiated. The advisory committee will meet during such non-working hours as are mutually agreeable. The recommendations of the advisory committee will not be binding upon either party and will not be the basis of a grievance nor subject to the Grievance Procedure.

ARTICLE XII - NEW JOB

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Association will be notified in writing. The Board will, after written notice to the Association, assign a rate to the new or changed job, which shall be considered temporary for a period of Thirty (30) days following the date of notification to the Association. During this period, the Association may request in writing a meeting with the Board to review the classification. When the classification is agreed upon, it shall be applied retro-active to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the Thirty (30) day period, the rate shall become permanent at the end of such period. If a written request is filed and no agreement is reached on the rate within Thirty (30) days from the date of the request, the Association may file a written grievance at Step Three of the Grievance Procedure within Ten (10) days following expiration of said Thirty (30) day period.

ARTICLE XIII - PART-TIME AND TEMPORARY

SECTION A. For the purposes of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for 37-1/2 hours a week. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work less than 37-1/2 hours a week. For the purposes of Article I - Recognition and of this Agreement, a "temporary employee" is an employee hired for a definite period of time less than Sixty (60) working days.

SECTION B. Anyone working Twenty (20) or more hours per week on a regular basis shall be considered a regular employee, and except as otherwise set forth in this Agreement, will receive benefits on a pro-rata basis. Such employees will be paid a salary on a pro-rata basis according to their salary classification and the hours worked.

SECTION C. In the event a regular, part-time employee becomes full-time, said employee will be credited for all hours worked as a part-time employee, and if said employee has worked the equivalent of Sixty (60) working days or more, they will be placed on the seniority list with such credit.

SECTION D. In applying the layoff provision of this Agreement, it is understood that part-time employees working within an affected operation will be laid off before any full-time seniority employee is laid off from that operation. Before being laid off, a regular part-time employee will be given the option of becoming a full-time employee in accordance with their new seniority under Section C.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

SECTION A. The Board reserves the right to schedule the work hours of employees according to the needs of the school system. The normal work week consists of Thirty-Seven and One-Half (37-1/2) hours, the normal work day consists of Seven and One-Half (7-1/2) hours. This provision, however, shall in no way be construed as a guarantee by the Board of any amount of work in any period of time or as a limitation on the Board's right to schedule work in excess of the normal work day or the normal work week. The Board reserves the right to determine and modify work schedules. The provisions of this Section are subject to the terms of Article IX - Layoff and Recall.

SECTION B. Unless otherwise scheduled by the Board, the regular work day shall commence at 8:00 a.m. and end at 4:30 p.m. daily with a lunch period of One (1) hour, except that in the Central Business Office, the regular work day shall commence at 8:00 a.m. and end at 4:45 p.m. daily with a lunch period of One and One-Quarter (1-1/4) hours. The Board reserves the right to determine the starting and quitting times and the number of hours to be worked.

SECTION C. The Board reserves the right to establish or change the length of time of any work week, work day, subject to Article IX - Layoff and Recall, and the right to schedule the lunch and break period.

SECTION D. All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of Forty (40) hours in any one work week or Eight (8) hours in any one work day. Straight-time will be paid for all approved time worked in excess of Seven and One-Half (7-1/2) hours but less than Eight (8) hours in any work day or in excess of Thirty-Seven and One-Half (37-1/2) hours but less than Forty (40) hours in any work week.

SECTION E. The Board reserves the right to require employees to work overtime on a reasonable basis and when the nature of the work requires that it be completed at a time that necessitates overtime.

SECTION F. Overtime will be permitted only when authorized by a supervisor.

SECTION G. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

SECTION H. Absent time paid for shall not be considered as time worked for purposes of computing overtime.

SECTION I. All full-time employees shall be allowed a break during the first half of their work day, and another break during the second half of their work day. Each break period shall be of Fifteen (15) minutes duration, and shall be taken at times designated by the employee's supervisor.

SECTION J. Each employee shall be at his designated work place ready for work at his scheduled starting time, after his break periods, and after his lunch period.

SECTION K. The Board reserves the right to establish and change work schedules as business conditions and available work require subject to the terms of Article IX - Layoff. The Board reserves the right to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day.

ARTICLE XV - SALARIES

SECTION A. The salaries of employees covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.

SECTION B. In the event the Board is unable to fill a position due to the salary level, the Association will be notified in writing. The Board may, after said written notice to the Association, place the employee filling the position on any step-rate on the salary schedule, which placement shall be considered temporary for a period of Thirty (30) calendar days following the date of notification to the Association. During this period, the Association may make a written request for a meeting between representatives of the Board and representatives of the Association to negotiate the placement on the salary schedule. When a new placement is agreed upon, it shall be applied retroactive to the first day the employee began working on the job unless otherwise agreed to. If no written request is filed within the Thirty (30) day period, the placement will become permanent at the end of such period.

SECTION C. Subject to Section B of this Article, probationary employees will be placed on Step One of the salary schedule in the classification in which they are working.

ARTICLE XVI - LONGEVITY

SECTION A. Employees will receive longevity payments based upon seniority according to the following schedule:

1. Eleven (11) Years Through
Fifteen (15) Years. 5% of maximum salary per year
2. Sixteen (16) Years Through
Twenty (20) Years. 7% of maximum salary per year
3. Twenty-One (21) Years and
over. 9% of maximum salary per year

SECTION B. Longevity payments will be pro-rated throughout the year and become effective after the appropriate employment anniversary date of the secretary.

ARTICLE XVII - HOLIDAYS

SECTION A. Full-time seniority employees who are employed on a year-round basis (i.e. Fifty-Two [52] weeks) will receive holiday pay calculated at the rate of their regular straight-time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below, provided school is not in session and teachers are not scheduled to report for work on said days and the employee worked the last-scheduled working day prior to and the next-scheduled working day after such holiday, as provided in Section E of this Article:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Memorial Day
5. July 4th
6. Labor Day
7. Thanksgiving Day
8. Friday After Thanksgiving
9. Christmas Day

SECTION B. Full-time seniority employees who are employed on a less than a year-round basis (i.e. less than Fifty-Two [52] weeks) will receive holiday pay calculated at the rate of their regular straight-time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below, provided school is not in session and teachers are not scheduled to report for work on said days and the employee worked the last-scheduled working day prior to and the next-scheduled working day after such holiday, as provided in Section E of this Article:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Friday After Thanksgiving
8. Christmas Day

SECTION C. Subject to applicable state and federal laws, when any of the above-enumerated holidays falls on a Saturday, the preceding Friday will be observed as the holiday. When any of the above-enumerated holidays falls on a Sunday, the following Monday shall be observed as the holiday.

SECTION D. Employees who are eligible for holiday pay under Sections A and B may receive the following additional day off, if all conditions set forth in Sections A and B are met to the satisfaction of the Board: If Christmas or New Year's Day falls on Thursday, employees will receive Friday off as well as the holiday. If Christmas or New Year's Day falls on Tuesday, employees will receive Monday off as well as the holiday.

SECTION E. The following rules shall govern the payment of holiday pay:

1. Employees must work the scheduled work day prior to and the scheduled work day following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is mutually agreed to.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

SECTION F. An employee who is scheduled to work on any holiday set forth above and does not work said day, shall receive no holiday pay for such day. Employees will be paid time and one-half (1-1/2) their regular straight-time rate for all authorized hours worked on a holiday. However, no overtime premium shall be paid twice for the same time worked.

ARTICLE XVIII - VACATIONS

SECTION A. Permanent, full-time, seniority employees who are employed on a year-round basis (i.e. Fifty-Two [52] weeks) will earn vacation leave with pay in accordance with the following provisions:

1. Vacation leave with pay is earned in the calendar year (July 1st through June 30th inclusive) prior to the calendar year in which the vacation leave with pay is to be taken.
2. Vacation leave with pay may not be taken until earned; however, the Superintendent may, in exceptional circumstances, grant an exception to this requirement.

3. Eligible employees will earn vacation leave with pay according to his seniority on July 1st in accordance with the following schedule:
- a. Employees with less than Ten (10) years of seniority on July 1st shall earn One (1) working day of vacation for each full calendar month worked, up to maximum of Ten (10) working days.
 - b. Employees with Ten (10) years or more of seniority on July 1st shall earn One and One-Quarter (1-1/4) working days of vacation for each full calendar month worked up to a maximum of Fifteen (15) working days.
 - c. Employees with Twelve (12) years or more of seniority on July 1st shall earn One and One-Third (1-1/3) working days of vacation for each full calendar month worked, up to a maximum of Sixteen (16) working days.
 - d. Employees with Fourteen (14) years or more of seniority on July 1st shall earn One and One-Half (1-1/2) working days of vacation for each full calendar month worked, up to a maximum of Seventeen (17) working days.
 - e. Employees with Sixteen (16) years or more of seniority on July 1st shall earn One and One-Half (1-1/2) working days of vacation for each full calendar month worked up to a maximum of Eighteen (18) working days.
 - f. Employees with Eighteen (18) years or more of seniority on July 1st shall earn One and Two-Thirds (1-2/3) working days of vacation for each full calendar month worked, up to a maximum of Nineteen (19) working days.
 - g. Employees with Twenty (20) years or more of seniority on July 1st shall earn One and Two-Thirds (1-2/3) working days of vacation for each full calendar month worked, up to a maximum of Twenty (20) working days.
 - h. An eligible employee must receive pay for Eighty (80%) Percent of the scheduled work time within a given calendar month to earn vacation credit under the above schedule.

4. The vacation year for all employees is from July 1st through June 30th inclusive. All vacation leave with pay earned in the preceding year (July 1st through June 30th inclusive) must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the Board in writing, provided, that employees may accumulate and carry-over from year-to-year Five (5) work days of vacation leave credit.
5. Paid holidays (as set forth in Article XVII) falling within a scheduled vacation period will not be charged against the earned vacation time.
6. Vacations will be scheduled by the Board. In order to determine employee preferences, employees are required to submit a written application stating their First (1st) and Second (2nd) choices for their vacation period and submit the application to the Personnel Department at least Sixty (60) days prior to the requested vacation period. When authorized by the Board, the employee may change his requested vacation period. When conflicts in scheduling arise, preference will be given to the employee with the most seniority. The Board reserves the right to cancel an employee's scheduled vacation and require the employee to submit a request for a new vacation period when the efficient operation of the school system so requires.
7. Unless otherwise authorized by the employee's supervisor, vacation leave with pay must be taken in periods of at least Five (5) consecutive work days.
8. An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the Board at least Two (2) weeks advance written notice of the resignation.

Section B. Permanent, full-time seniority employees who are employed on a less than a year-round basis (i.e. less than Fifty-Two [52] weeks) will receive up to Ten (1) days of vacation with pay each year to be taken during the Christmas and Easter School recesses provided that students are not scheduled to report to school and teachers are not scheduled to report for work during said periods. In such event, the vacation will be scheduled at another time or additional salary will be paid for work during that period. In no event will the number of days granted pursuant to this Section exceed One (1) day for each month the employee is scheduled to work between July 1st and June 30th inclusive. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each school year.

SECTION C. A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the Superintendent. The Board reserves the right to require an employee to waive earned vacation time and pay additional salary for work during that period or to re-schedule the vacation when the efficient operation of the school system so requires.

SECTION D. Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.

SECTION E. An employee must work his scheduled day prior to and his scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. In such event, the Board may, at its discretion, require that employees submit to physical and medical tests by a Board-appointed doctor, provided, however, that the Board will pay the costs of such tests and examinations.

ARTICLE XIX - SICK LEAVE

SECTION A. Permanent full-time employees will earn and be credited with One (1) work day of sick leave credit for each complete month of service. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period.

SECTION B. Sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of necessity as follows:

1. Due to personal illness or physical incapacity.
2. Due to illness of a member of his immediate family who requires his personal care and attention, not exceeding Five (5) sick leave days in any One (1) year. The term "immediate family" as used in this Section shall mean spouse, parents, grandparents, children, brothers or sisters of the employee, or other relative residing in the employee's household.

SECTION C. For purposes of computing sick leave pay, a work day shall be considered as One-Fifth (1/5) of the number of working or duty hours in the established work week of each employee.

SECTION D. In order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor prior to or within One-Half (1/2) hour after the time set for beginning his daily duties or present an excuse acceptable to the Board.

SECTION E. The Board may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken pursuant to this Article. The Board may, at its discretion, require that employees submit to physical and medical tests by a Board-appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the Board will pay the costs of such tests and examinations.

SECTION F. No sick leave may be taken until earned, however, the Superintendent may, in exceptional circumstances, grant an exception to this requirement.

SECTION G. Unused sick leave shall accrue and may be accumulated without limit.

SECTION H. Payment for accumulated sick leave will be made only on the following basis: If an employee has completed Ten (10) or more years of service in the Saginaw School System, he will be paid for One-Half (1/2) of all accumulated unused sick leave up to a maximum of Fifty-Five (55) days at the rate of Fifteen and 00/100 (\$15.00) Dollars per day, if the employment is terminated by:

1. Voluntary retirement under the provisions of the State Retirement Act.
2. Forced retirement prior to regular retirement age, due to sickness, accident, or for health reasons.
3. Death while in the employ of the Board of Education.

Effective July 1, 1973, the maximum accumulated unused sick leave days in this Section will be increased to Sixty (60) days.

SECTION I. Employees who are on a leave of absence without pay, or on a health leave will not earn or accumulate sick leave pursuant to this Article.

SECTION J. The Board reserves the right to demote, suspend, transfer, or dismiss an employee and/or to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, which prevents the employee from satisfactorily performing her assigned duties, as shown by medical evidence. Such disability shall be deemed just cause for purposes of Article VII - Discharge and Discipline.

SECTION K. Employees who are laid-off shall have available any unused sick leave previously earned, effective at the time they are recalled.

ARTICLE XX - SICK LEAVE BANK

SECTION A. On July 1st of each year a sick leave bank will be established. The number of sick leave days in the bank will be equal to one day times the number of employees in the bargaining unit on July 1st. Any unused sick leave days remaining in the bank on the succeeding June 30th will be set aside and will not be accumulated or carried over from year to year.

SECTION B. The sick leave bank is for use by employees who are suffering from personal illness or injury and who have exhausted their personal sick leave accumulation. The sick leave bank may not be used for any other reason.

SECTION C. Upon written application, a maximum of Ten (10) sick leave days may be granted at one time to an employee who meets the requirements of this Article and the requirements of Article XIX - Sick Leave. The use of sick leave days so granted is subject to the provisions of Article XIX - Sick Leave.

SECTION D. A committee of Two (2) representatives of the Board and Two (2) members of the bargaining unit appointed by the President of the Association shall implement this Article, provide safeguards against unfair use, and determine the number of sick leave days to be granted to applicants from the sick leave bank.

ARTICLE XXI - FUNERAL AND EMERGENCY LEAVE

SECTION A. Commencing on July 1st of each year, eligible employees may be excused for funeral leave for a yearly maximum total not to exceed Five (5) work days.

SECTION B. Any seniority regular full-time employee subject to this Agreement who, while actively working, shall suffer death in his immediate family (as defined in Section D of this Article) shall be granted a leave of absence with basic pay at the daily straight time rate for any regularly scheduled working days when he is required to be absent to discharge specific obligations placed upon him by reason of such death. The paid leave shall be from the day of death through the day of the funeral, but not exceeding Three (3) working days. The Board may require written application for such leave as well as proof of death, relationship to the deceased, and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article.

SECTION C. A maximum of Three (3) additional days may be granted by the Superintendent in cases of emergency, accident, or other extenuating circumstances.

SECTION D. Immediate family shall be construed to mean father, mother, nephew, niece, husband, wife, son, daughter, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, aunt, uncle, or any relative living in the employee's household.

ARTICLE XXII - PERSONAL LEAVE

SECTION A. All full-time seniority employees shall be granted Two (2) days of paid leave per year for urgent, necessary, legal, business, household or family matters which require absence during normal working hours. Application for personal leave will be made at least Five (5) work days before taking such leave (except in the case of emergencies) and the application shall state the reason for taking such leave. Recreation, vacationing, and social matters are not considered proper uses of this Article.

SECTION B. No leave may be taken pursuant to this Article unless:

1. Approval is granted by the Board.
2. The business cannot be transacted at a time other than during normal work hours.

SECTION C. A personal leave day may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent. At the end of the school year, unused Personal Business Days may be added to the employee's accumulated sick leave for possible future use in accordance with the sick leave policy as set forth in Article XIX - Sick Leave.

ARTICLE XXIII - LEAVES OF ABSENCE

SECTION A. A personal leave of absence without pay and fringe benefits may be granted to seniority employees for up to Three (3) months by the Board. A written request for such leave must be submitted to the Personnel Director or his designated representative and approved by him or his designated representative, in writing, prior to the start of the leave. A further extension of up to Three (3) months may be granted if a written request is filed with the Personnel Director or his designated representative at least Thirty (30) days prior to the expiration of the leave and approved by same. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority entitles him and he can perform the available work. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and be placed on the same position of the current salary schedule that was held at the start of the leave, otherwise seniority shall accumulate during the leave of absence.

SECTION B. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

SECTION C. The Board reserves the right to require an employee to take a health leave of absence pursuant to this Section at any time during an employee's pregnancy if the employee is unable to satisfactorily perform her assigned duties. It is understood that, if a grievance is filed relative to a Board determination that an employee is unable to satisfactorily perform her assigned duties, the employee shall bear the burden of proof throughout the Grievance Procedure and must prove that she was, and would continue to be, for the time back salary or benefits are claimed, able to satisfactorily perform her assigned duties. A seniority female employee, who has completed the probationary period at the time the leave is to commence, shall be granted a maternity leave of absence without pay or fringe benefits up to One (1) year, or the length of her seniority, whichever is less, as provided herein. The employee must request the leave in writing Five (5) months before the expected birth of the child. The leave shall commence at the time requested by the employee or at the time required by the Board. When the employee can furnish a physician's statement certifying her fitness to perform her assigned duties, she shall be allowed to continue to work, provided the Board reserves the right to require whatever additional medical certification of the Employee's fitness to perform her assigned duties that it deems necessary. Further extensions of up to One (1) year at a time may be granted by applying in writing to the Personnel Department at least Sixty (60) days prior to the expiration of the leave. The employee shall give notice of her intent to return to work by notifying the Personnel Department in writing of her desire to return to work at least Sixty (60) days prior to the expiration of the leave of absence. The notice of intent shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority entitles her and she can perform the available work. Upon her return, the employee will be credited with any unused sick leave held at the start of the leave and be placed on the same position on the current salary schedule that she held prior to the start of the leave, otherwise seniority shall accumulate during the leave.

SECTION D. A seniority employee who has completed the probationary period at the time the leave is to commence and who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available, shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability up to One (1) year or the length of his seniority, whichever is less. A written request for such a leave must be submitted to the Personnel Department prior to the start of the leave. Within Thirty (30) days prior to the expiration of the leave, the employee shall notify the District in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXVII, Section B, certifying the fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave, otherwise seniority shall accumulate during the leave.

SECTION E. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article, regardless of whether the leave was requested by the employee or required by the Board.

SECTION F. All leaves shall be in writing signed by the Board and the employee, receiving same. Employees on any leave must report for re-assignment to work not later than the first working day following the expiration of their leave or present a reasonable excuse acceptable to the Board.

SECTION G. Any employee who obtains any employment while on any leave of absence shall be automatically terminated by the Board effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

ARTICLE XXIV - INSURANCE

SECTION A. The Board will, for the duration of this Agreement, continue to pay the premiums to provide medical hospitalization insurance under the Blue Cross-Blue Shield MVF-II plan or M.E.S.S.A. Supermed 2 subject to the terms and conditions specified in the Board's Group insurance contract currently in force, for full-time seniority employees not otherwise covered by the Board by another medical hospitalization plan, who enroll in said program during the appropriate enrollment period.

SECTION B. An employee must be regularly scheduled to work at least Thirty (30) hours per week to be eligible for the health insurance benefits set forth in Section A.

SECTION C. Any employee who is taking one of the M.E.S.S.A. insurances shall have the cost of the mandatory life insurance deducted from his pay, unless alternate arrangements can be made.

SECTION D. The Board will, for the duration of this Agreement, pay the premiums to provide Ten Thousand and 00/100 (\$10,000.00) Dollars term life insurance for full-time seniority employees, subject to the terms and conditions in the policy in effect between the Board and the carrier. This Section shall become effective on May 1, 1973, or as soon thereafter as the Board may procure said coverage. Part-time employees will be provided equivalent coverage on a pro-rated basis. The Board shall have the right to select the carrier or change carriers.

SECTION E. An eligible employee shall become insured on the first of the month following the completion of the probationary period, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION F. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or the day he goes on any leave of absence without pay or is laid off, provided that those employees who go on any leave of absence without pay may keep their group coverage in effect for such periods of time as may be permissible under the contracts between the Board and the carrier by depositing with the Business Office the full amount of the premiums on or before their last day of work prior to the leave of absence.

SECTION G. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting periods or other time limits, contained in the contracts between the Board and the carrier. Any rebates or refunds on premiums paid by the Board shall accrue to the Board. No matter contained in this Article shall be subject to the Grievance Procedure, except the fulfillment of the specific obligations undertaken by the Board.

ARTICLE XXV - RETIREMENT

SECTION A. Final retirement age will be reduced to Sixty-Five (65) effective June 30, 1973. Employees reaching age Sixty-Five (65) during a given year will be allowed to remain to the end of the then current fiscal year ending on June 30th.

SECTION B. Secretaries within Five (5) years of retirement will not be subject to layoff.

ARTICLE XXVI - CONDITIONS OF WORK

SECTION A. The Board agrees to seek to provide adequate parking facilities for employees as finances permit. At the discretion of the building administrator, secretaries may be assigned a reserved parking space. The availability and suitability of reserved parking spaces will be determined by the building administrator.

SECTION B. In the event a school or building is closed by an administrative official authorized to make such decisions because of hazardous weather conditions or building conditions, secretaries will be expected to report for work unless otherwise notified by their supervisor or other designated Board representative.

SECTION C. Under no circumstances will employees be required to work as the sole occupant of a building after 5:00 p.m. Every endeavor will be made to correlate the hours of employment of secretarial and other personnel in the building. The parties will jointly study the need for, and the feasibility of, installing alarms in school buildings. Alarms may be installed upon written mutual agreement. If the employee is scheduled to work as the sole occupant of a building, the employee will, after first notifying her immediate supervisor, or, in his absence, the Business Manager, be allowed to leave the building and not work during such time, provided that if the employee is scheduled to work as the sole occupant of a building for less than One (1) hour (except the first or last hour of the work day) the employee must procure permission from her immediate supervisor or, in his absence, the Business Manager, before leaving the building. The employee will not be paid for the absence from work taken pursuant to this Section nor shall such time be considered working time for the purposes of this Agreement.

SECTION D. Any case of employment-related assault upon a secretary during working hours or arising out of an employment situation, shall be immediately reported to the Board or its designated representative. The Board may provide legal counsel at the discretion of the Superintendent.

SECTION E. Damage to personal belongings due to any case of employment-related assault upon a secretary during working hours that arises out of and in the course of employment may be reimbursed by the Board up to maximum of Two Hundred (\$200.00) Dollars.

SECTION F. Whenever an employee is absent from work as a result of a personal injury caused by any case of employment-related assault upon a secretary during working hours that arises out of and in the course of employment, he will be paid for his full salary (less the amount of any workmen's Compensation paid for temporary disability due to said injury) for the period of such absence not to exceed Ten (10) months, and no part of such absence will be charged to his annual or accumulated sick leave. The Board may, at its option, require a confirming statement from a medical doctor relative to the duration of such absence from work. As soon as the employee is physically able to return to work, he shall be restored to his previous position, if available, or one of equivalent salary.

SECTION G. Each year Two (2) employees may attend a professional workshop conducted by the Michigan Association of School Secretarial Personnel or another workshop mutually agreed. The persons attending will be chosen by the Executive Board from among the membership and the representatives shall have been employees of the Board for at least Two (2) years. The representatives will suffer no loss in pay and will be compensated for expenses deemed necessary by the Board. If approved by the Superintendent, others wishing to attend professional workshops at their own expense may do so without loss of pay.

SECTION H. The Board and the Association agree that it is in the public interest for employees to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Board may, in its sole discretion, select any training program, session, or meeting which it finds suitable. When so directed by the Board, employees shall participate in all training programs, sessions, or meetings selected by the Board. In the event the training programs, sessions, or meetings are scheduled outside an employee's normal working hours, he will be given either compensatory time off or be paid for such hours.

SECTION I. Inservice training programs may be arranged at the request of either the Association or the Board.

ARTICLE XXVII - GENERAL

SECTION A. Copies of the Agreement shall be duplicated at the expense of the Board of Education and presented to all secretaries now employed by the Board or hereafter employed during the duration of the Agreement.

SECTION B. The Board may, at its discretion, require that employees submit to physical and medical tests and examinations by a Board-appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, etc., provided, however, that the Board will pay the cost of such tests and examinations. If such tests and examinations are scheduled outside the employee's normal working hours, he will be paid his normal hourly rate for such time.

SECTION C. The Board may, at its discretion, require that employees provide written authorization to the Board to obtain specific and detailed medical data from the employee's doctor or hospital for any illness or injury which has resulted in lost work time.

SECTION D. Appendix "B" which is attached to and incorporated in this Agreement sets forth additional and/or different provisions covering the wages, hours, and working conditions of those employees employed in the libraries. If the terms of Appendix "B" differ from the terms set forth in the body of this Agreement, the terms of Appendix "B" shall prevail.

SECTION E. The parties will, at least Sixty (60) days prior to the expiration of the Agreement, begin negotiation, under the conditions as will be mutually agreed upon, for a new agreement covering wages, hours, terms, and conditions of employment of secretaries covered by this Agreement.

SECTION F. In the event a secretary drives her own car pursuant to a request by her supervisor for work-related activities, she will be paid the current mileage allowance. To be eligible for such payment, the employee must submit to the Board by the Tenth (10th) of each month, in form acceptable to the Board, a report explaining the mileage for which payment is claimed in the preceding calendar month.

SECTION G. Attached to and incorporated in this Agreement as Appendix "C" is a Supplemental Agreement in regard to those employees employed under the provisions of the Emergency Employment Act.

SECTION H. Attached to and incorporated in this Agreement as Appendix "D" is a Supplemental Agreement in regard to the implementation of this Agreement.

ARTICLE XXVIII - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIX - SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

ARTICLE XXX - ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXXI - TERMINATION

SECTION A. This Agreement shall become effective on April 12, 1973, and shall continue in full force and effect up to and including December 31, 1973.

SECTION B. This Agreement shall continue in effect for successive One (1) year periods after December 31, 1973, unless notice is given in writing by either the Association or the Board to the other party at least Sixty (60) days prior to December 31, 1973, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate on January 1, 1974, or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the Sixty (60) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate on or after December 31, 1973, or the subsequent anniversary date, as the case may be, by giving the other party a Ten (10) day notice in writing.

A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

SECTION C. If any negotiations described in Section B above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION D. IN WITNESS WHEREOF, the Association and the Board have caused this Agreement to be executed in their names by their duly-authorized representatives on this 11th day of April, 1973.

BOARD OF EDUCATION OF THE
CITY OF SAGINAW

SAGINAW PUBLIC SCHOOL SECRETARIES'
ASSOCIATION, AN AFFILIATE OF THE
SAGINAW EDUCATION ASSOCIATION

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

APPENDIX "A"

SECRETARIAL - CLERICAL CLASSIFICATIONS AND POSITIONS *

CLASSIFICATION I
(PAY GRADE)

POSITION

Administrative Secretary - Senior
High Schools (Two)
Administrative Secretary - Junior
High School - with Three 12
month secretaries

CLASSIFICATION II
(PAY GRADE)

Head Bookkeeper
Head Cashier
Secretary To Assistant Superintendents,
Administrative Assistant and Special
Divisions
Secretary to Purchasing Agent
Secretary to Personnel Director (Two)
Administrative Secretary - Secondary
Schools - Adult Education and
Secondary Schools with less than
three secretarial positions involved

CLASSIFICATION III
(PAY GRADE)

Secretaries To Supervisors and Directors
Secondary Secretaries
Elementary Secretaries
Child Accounting Supervisor
Assistant Payroll Clerks
Bookkeeping Machine Operators

CLASSIFICATION IV
(PAY GRADE)

Assistant Cashiers
Switchboard Operator - Central Office
Secondary Clerks
Elementary Clerks
General Clerks

* It is understood that the designation of classifications and positions is not intended as designating job content or as restricting work assignments.

SECRETARIES SALARY SCHEDULE-SCHEDULE "A"

Effective March 26, 1973 through December 31, 1973

CLASS I (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>	<u>LONGEVITY:</u>
1	6,450.00	248.07	11-15 yrs. 5%
2	7,015.00	269.80	16-20 yrs. 7%
3	7,226.00	277.92	21 and
4	7,437.00	286.03	over 9%
5	7,648.00	294.15	
6	7,859.00	302.26	
7	8,070.00	310.38	
8	8,281.00	318.50	
9	8,492.00	326.61	
10	8,703.00	334.73	
5%	9,138.00	351.46	
7%	9,312.00	358.15	
9%	9,486.00	364.84	

CLASS II (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	6,049.00	232.65
2	6,593.00	253.57
3	6,804.00	261.69
4	7,015.00	269.80
5	7,226.00	277.92
6	7,437.00	286.03
7	7,648.00	294.15
8	7,859.00	302.26
9	8,070.00	310.38
10	8,281.00	318.50
5%	8,695.00	334.42
7%	8,861.00	340.80
9%	9,026.00	347.15

CLASS III (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	5,704.00	219.38
2	6,229.00	239.57
3	6,440.00	247.69
4	6,651.00	255.80
5	6,862.00	263.92
6	7,073.00	272.03
7	7,284.00	280.15
8	7,495.00	288.26
9	7,706.00	296.38
10	7,917.00	304.50
5%	8,313.00	319.73
7%	8,471.00	325.80
9%	8,630.00	331.92

CLASS IV (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	5,360.00	206.15
2	5,867.00	225.65
3	6,078.00	233.76
4	6,289.00	241.88
5	6,500.00	250.00
6	6,711.00	258.11
7	6,922.00	266.23
8	7,133.00	274.34
9	7,344.00	282.46
10	7,555.00	290.57
5%	7,933.00	305.11
7%	8,084.00	310.92
9%	8,235.00	316.73

CLASS III (10 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	4,716.00	181.38
2	5,152.00	198.15
3	5,327.00	204.88
4	5,502.00	211.61
5	5,677.00	218.34
6	5,852.00	225.07
7	6,027.00	231.80
8	6,202.00	238.53
9	6,377.00	245.26
10	6,552.00	252.00
5%	6,880.00	264.61
7%	7,011.00	269.65
9%	7,142.00	274.69

CLASS IV (10 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	4,432.00	170.46
2	4,851.00	186.57
3	5,026.00	193.30
4	5,201.00	200.03
5	5,376.00	206.76
6	5,551.00	213.50
7	5,726.00	220.23
8	5,901.00	226.96
9	6,076.00	233.69
10	6,251.00	240.42
5%	6,564.00	252.46
7%	6,689.00	257.26
9%	6,814.00	262.07

APPENDIX "B"

Notwithstanding any other provision of this Agreement, the following provisions shall apply to those employees employed in the Library:

- A. References in the Agreement to "School" or "Schools" shall be deemed to refer to the Library or Libraries.
- B. References in the Agreement to the "Superintendent" shall be deemed to refer to the Director of Libraries.
- C. References in the Agreement to the "Board", except as it appears in this Appendix "B" shall be deemed to refer to the Board of Education. References to the "Board" which appear below in This Appendix shall refer to the Library Board.
- D. Article XIV - Hours of Work and Overtime set forth in the body of this Agreement is set aside and replaced and superseded by the following provision:

ARTICLE XIV - HOURS OF WORK AND OVERTIME

SECTION A. The Board reserves the right to schedule the work hours of employees according to the needs of the school system. The normal work week consists of Forty (40) hours, the normal work day consists of Eight (8) hours. This provision, however, shall in no way be construed as a guarantee by the Board of any amount of work in any period of time or as a limitation on the Board's right to schedule work in excess of the normal work day or the normal work week. The Board reserves the right to determine and modify work schedules. The provisions of this Section are subject to the terms of Article IX - Layoff.

SECTION B. Unless otherwise scheduled by the Board, the day work period will be from 9:00 a.m. to 6:00 p.m. Unless otherwise scheduled by the Board, the evening work period will be from 1:00 p.m. to 9:00 p.m. Unless otherwise scheduled by the Board, the Saturday work period will be from 9:00 a.m. to 5:00 p.m. There will be a daily lunch period of One (1) hour. The Board reserves the right to determine the starting and quitting times and the number of hours to be worked. The day work period is any work period that starts on or after 7:00 a.m., but before 11:00 a.m. The evening work period is any work period that starts on or after 11:00 a.m., but before 3:00 p.m. For those employees who are regularly and normally assigned to work the evening or Saturday work periods, the evening or Saturday work period will be Seven (7) hours.

SECTION C. The Board reserves the right to establish or change the length of time of any work week, work day, subject to Article IX - Layoff, and the right to schedule the lunch or break period.

SECTION D. All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of Forty (40) hours in any one work week or Eight (8) hours in any one work day.

SECTION E. The Board reserves the right to require employees to work overtime on a reasonable basis and when the nature of the work requires that it be completed at a time that necessitates overtime.

SECTION F. Overtime will be permitted only when authorized by a supervisor.

SECTION G. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

SECTION H. Absent time paid for shall not be considered as time worked for purposes of computing overtime.

SECTION I. All full-time employees shall be allowed a break during the first half of their work day and another break during the second half of their work day. Each break period shall be of Fifteen (15) minutes duration and shall be taken at times designated by the employee's supervisor.

SECTION J. Each employee shall be at his designated work place ready for work at his scheduled starting time, after his break periods, and after his lunch period.

SECTION K. The Board reserves the right to establish and change work schedules as business conditions and available work require, subject to the terms of Article IX - Layoffs. The Board reserves the right to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day.

- E. Article XVII - Holidays set forth in the body of this Agreement is set aside and replaced and superseded by the following provision:

ARTICLE XVII - HOLIDAYS

SECTION A. Full-time seniority employees who are employed on a year-round basis (i.e. Fifty-Two [52] weeks) will receive holiday pay calculated at the rate of their regular straight time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below, provided the employee worked the last-scheduled working day prior to and the next-scheduled working day after such holiday, as provided in Section C of this Article:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Day Before Christmas
8. Christmas Day

SECTION B. Subject to applicable state and federal laws, when any of the above-enumerated holidays falls on a Saturday, the preceding Friday may be observed as the holiday. Those employees assigned to work on a Friday preceding a holiday set forth above will be given compensatory time off. Provided that, for those employees normally scheduled to work on Saturdays, the Saturday will be observed as the holiday. When any of the above-enumerated holidays falls on a Sunday, the following Monday shall be observed as the holiday.

SECTION C. The following rules shall govern the payment of holiday pay:

1. Employees must work the scheduled work day prior to and the scheduled work day following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is mutually agreed to.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday. In the event a holiday falls on an employee's regular day off (on Monday through Friday), the employee will be given compensatory time off.

SECTION D. An employee who is scheduled to work on any holiday as set forth above, and does not work said day, shall receive no holiday pay for such day. Employees will be paid time and one-half (1-1/2) their regular straight-time rate for all authorized hours worked on a holiday. However, no overtime premium shall be paid twice for the same time worked.

- F. Article XVIII - Vacations set forth in the body of this Agreement is set aside and replaced and superseded by the following provision:

ARTICLE XVIII - VACATIONS

SECTION A. Permanent, full-time seniority employees who are employed on a year-round basis (i.e. Fifty-Two [52] weeks) will earn vacation leave with pay in accordance with the following provisions:

1. Vacation leave with pay is earned in the calendar year (July 1st through June 30th inclusive) prior to the calendar year in which the vacation leave with pay is to be taken.
2. Vacation leave with pay may not be taken until earned, however, the Library Director may, in exceptional circumstances, grant an exception to this requirement.
3. Eligible employees will earn vacation leave with pay on and after July 1st in accordance with the following schedule:
 - a. Employees shall earn on and after July 1st, One and Two-Thirds (1-2/3) working days of vacation for each full calendar month worked, up to a maximum of Twenty (20) working days.
 - b. On July 1st, the employee will be credited with the number of days earned in the preceding calendar year (i.e. the preceding July 1st through June 30th inclusive).

- c. An eligible employee must receive pay for Eighty (80%) Percent of the scheduled work time within a given calendar month to earn vacation credit under the above schedule.
4. The vacation year for all employees is from July 1st through June 30th inclusive. All vacation leave with pay earned in the preceding year (July 1st through June 30th inclusive) must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the Director of Libraries in writing, provided that employees may accumulate and carryover from year to year Five (5) days of vacation leave credit.
5. Paid holidays (as set forth in Article XVII) falling within a scheduled vacation period will not be charged against the earned vacation time.
6. Vacations will be scheduled by the Library Director. In order to determine employee preferences, employees are required to submit a written application stating their First (1st) and Second (2nd) choices for their vacation period and submit the application to the Personnel Department at least Sixty (60) days prior to the requested vacation period. When authorized by the Board, the employee may change his requested vacation period. When conflicts in scheduling arise, preference will be given to the employee with the most seniority. The Board reserves the right to cancel an employee's scheduled vacation and require the employee to submit a request for a new vacation period when the efficient operation of the Library system so requires.
7. Unless otherwise authorized by the employee's supervisor, vacation leave with pay must be taken in periods of at least Five (5) consecutive work days.
8. An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the Board at least Two (2) weeks advance written notice of the resignation.

SECTION B. A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the Library Director. The Board reserves the right to require an employee to waive earned vacation time and pay additional salary for work during that period or to re-schedule the vacation when the efficient operation of the library system so requires.

SECTION C. Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.

SECTION D. An employee must work his scheduled day prior to and his scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. In such event, the Board may, at its discretion, require that employees submit to physical and medical tests by a Board-appointed doctor, provided, however, that the Board will pay the costs of such tests and examinations.

G. Appendix "A" - Secretarial - Clerical Classifications and Positions set forth in an Appendix to this Agreement is set aside and replaced and superseded by the following provision:

SECRETARIAL - CLERICAL CLASSIFICATIONS AND POSITIONS *

CLASSIFICATION II
(Pay Grade)

POSITION
Secretary to Director of Library

CLASSIFICATION III
(Pay Grade)

POSITION
Circulation/Home Reading Assistant
General Department and Branch Assistants
Genealogy Department Assistants
Technical Processing Assistants

CLASSIFICATION IV
(Pay Grade)

POSITION
Circulation Desk Clerk
Registrar
Library Clerical
Reference Room Clerk
Library Office Assistant
Assistant Extension Department
Technical Processing Clerks

* It is understood that the designation of classifications and positions is not intended as designating job content or as restricting work assignments.

APPENDIX "C"

SUPPLEMENTAL AGREEMENT

It is hereby agreed by and between the Saginaw Board of Education (hereinafter referred to as the "Board") and the Saginaw Public Schools Secretaries' Association, an affiliate of the Saginaw Education Association (hereinafter referred to as the "Association") that individuals employed under provisions of the Emergency Employment Act are subject to the requirements and entitled to the benefits under the Agreement dated April 11, 1973, between the above-referenced parties except that the rights and benefits set forth in Article VIII - Seniority, will not be granted the above-named individuals except that said employees will be deemed to have earned and accumulated seniority only for purposes of determining pay and economic fringe benefits.

It is specifically understood that no individual employed under the provisions of the Emergency Employment Act will earn or accumulate seniority. It is further understood that the above-named individuals may not be "bumped" or otherwise removed from their job by a regular employee. Finally, it is understood that if the above-named individuals are made regular employees during, or at the end of, the individual's Emergency Employment Act program, the individual will be credited for all work experience and be credited with seniority (absent a Sixty [60] day probationary period) from the individual's first day of work under the program.

APPENDIX "D"

SUPPLEMENTAL AGREEMENT

It is hereby agreed by and between the Saginaw Board of Education (hereinafter referred to as the "Board") and the Saginaw Public Schools Secretaries' Association, an affiliate of the Saginaw Education Association (hereinafter referred to as the "Association") that for the purposes of implementing this Agreement:

1. A retroactive salary payment will be made to all seniority employees on the payroll on the date of ratification for all hours actually worked in each classification by seniority employees from July 1, 1972 to March 23, 1973, in accordance with the appropriate salary schedule.

Effective July 1, 1972
through December 31, 1972 Appendix "D" - Schedule 1

Effective January 1, 1973
through March 23, 1973 Appendix "D" - Schedule 2

It is understood that there will be no retroactive payment to employees for hours worked while on probationary status (i.e. there will be no retroactive payment for hours worked under the former probationary starting rate). There will be no retroactive payment to those employees currently on probationary status. The retroactive salary payment will be made to employees within Thirty (30) days after the Agreement has been ratified by both principal parties and signed by their duly-authorized representatives.

SECRETARIES SALARY SCHEDULE

Appendix D-Schedule 1
 Effective July 1, 1972 through December 31, 1972

CLASS I (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>	<u>LONGEVITY:</u>
1	6,202.00	238.53	11-15 yrs. 5%
2	6,745.00	259.42	16-20 yrs. 7%
3	6,948.00	267.23	21 and
4	7,151.00	275.03	over 9%
5	7,354.00	282.84	
6	7,557.00	290.65	
7	7,760.00	298.46	
8	7,963.00	306.26	
9	8,166.00	314.07	
10	8,369.00	321.88	
5%	8,787.00	337.96	
7%	8,955.00	344.42	
9%	9,122.00	350.84	

CLASS II (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	5,816.00	223.69
2	6,339.00	243.80
3	6,542.00	251.61
4	6,745.00	259.42
5	6,948.00	267.23
6	7,151.00	275.03
7	7,354.00	282.84
8	7,557.00	290.65
9	7,760.00	298.46
10	7,963.00	306.26
5%	8,361.00	321.57
7%	8,520.00	327.69
9%	8,680.00	333.84

CLASS III (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	5,485.00	210.96
2	5,989.00	230.34
3	6,192.00	238.15
4	6,395.00	245.96
5	6,598.00	253.76
6	6,801.00	261.57
7	7,004.00	269.38
8	7,207.00	277.19
9	7,410.00	285.00
10	7,613.00	292.80
5%	7,994.00	307.46
7%	8,146.00	313.30
9%	8,298.00	319.15

CLASS IV (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	5,154.00	198.23
2	5,641.00	216.96
3	5,844.00	224.76
4	6,047.00	232.57
5	6,250.00	240.38
6	6,453.00	248.19
7	6,656.00	256.00
8	6,859.00	263.80
9	7,062.00	271.61
10	7,265.00	279.42
5%	7,628.00	293.38
7%	7,774.00	299.00
9%	7,919.00	304.57

CLASS III (10 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	4,535.00	174.42
2	4,954.00	190.53
3	5,122.00	197.00
4	5,290.00	203.46
5	5,458.00	209.92
6	5,626.00	216.38
7	5,794.00	222.84
8	5,962.00	229.30
9	6,130.00	235.76
10	6,298.00	242.23
5%	6,613.00	254.34
7%	6,739.00	259.19
9%	6,865.00	264.03

CLASS IV (10 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	4,262.00	163.92
2	4,664.00	179.38
3	4,832.00	185.84
4	5,000.00	192.30
5	5,168.00	198.76
6	5,336.00	205.23
7	5,504.00	211.69
8	5,672.00	218.15
9	5,840.00	224.61
10	6,008.00	231.07
5%	6,308.00	242.61
7%	6,429.00	247.26
9%	6,549.00	251.88

SECRETARIES SALARY SCHEDULE

Appendix D-Schedule 2
Effective January 1, 1973 through March 23, 1973

CLASS I (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>	<u>LONGEVITY:</u>
1	6,450.00	248.07	11-15 yrs. 5%
2	7,015.00	269.80	16-20 yrs. 7%
3	7,226.00	277.92	21 and
4	7,437.00	286.03	over 9%
5	7,648.00	294.15	
6	7,859.00	302.26	
7	8,070.00	310.38	
8	8,281.00	318.50	
9	8,492.00	326.61	
10	8,703.00	334.73	
5%	9,138.00	351.46	
7%	9,312.00	358.15	
9%	9,486.00	364.84	

CLASS II (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	6,049.00	232.65
2	6,593.00	253.57
3	6,804.00	261.69
4	7,015.00	269.80
5	7,226.00	277.92
6	7,437.00	286.03
7	7,648.00	294.15
8	7,859.00	302.26
9	8,070.00	310.38
10	8,281.00	318.50
5%	8,695.00	334.42
7%	8,861.00	340.80
9%	9,026.00	347.15

CLASS III (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	5,704.00	219.38
2	6,229.00	239.57
3	6,440.00	247.69
4	6,651.00	255.80
5	6,862.00	263.92
6	7,073.00	272.03
7	7,284.00	280.15
8	7,495.00	288.26
9	7,706.00	296.38
10	7,917.00	304.50
5%	8,313.00	319.73
7%	8,471.00	325.80
9%	8,630.00	331.92

CLASS IV (12 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	5,360.00	206.15
2	5,867.00	225.65
3	6,078.00	233.76
4	6,289.00	241.88
5	6,500.00	250.00
6	6,711.00	258.11
7	6,922.00	266.23
8	7,133.00	274.34
9	7,344.00	282.46
10	7,555.00	290.57
5%	7,933.00	305.11
7%	8,084.00	310.92
9%	8,235.00	316.73

CLASS III (10 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	4,716.00	181.38
2	5,152.00	198.15
3	5,327.00	204.88
4	5,502.00	211.61
5	5,677.00	218.34
6	5,852.00	225.07
7	6,027.00	231.80
8	6,202.00	238.53
9	6,377.00	245.26
10	6,552.00	252.00
5%	6,880.00	264.61
7%	7,011.00	269.65
9%	7,142.00	274.69

CLASS IV (10 Months)

<u>STEP</u>	<u>YEARLY</u>	<u>BI-WEEKLY</u>
1	4,432.00	170.46
2	4,851.00	186.57
3	5,026.00	193.30
4	5,201.00	200.03
5	5,376.00	206.76
6	5,551.00	213.50
7	5,726.00	220.23
8	5,901.00	226.96
9	6,076.00	233.69
10	6,251.00	240.42
5%	6,564.00	252.46
7%	6,689.00	257.26
9%	6,814.00	262.07