

Saginaw Township Community Schools
Childcare Workers Association

and

Saginaw Township Community Schools



2018 - 2021
Expires June 30, 2021

TABLE OF CONTENTS

Article 1. Recognition	1
Section 1.1. Recognition.....	1
Section 1.2. Aid to Other Unions.....	1
Article 2. Board Rights.....	1
Section 2.1. Management Rights	1
Section 2.2. Limitation of Rights	2
Section 2.3. Complete Agreement.....	2
Article 3. Association Security And Payroll Deduction	2
Section 3.1. Membership.....	2
Section 3.2. Other Deductions	2
Article 4. Association Representation.....	2
Section 4.1. Association Representative.....	2
Section 4.2. Grievance Handling	3
Section 4.3. Negotiating Committee	3
Section 4.4. Notification	3
Section 4.5. Non-Employee Association Representatives	3
Article 5. Grievance Procedure	3
Section 5.1. Definition	3
Section 5.2. Procedure	3
Section 5.3. Time Limits.....	5
Section 5.4. "Days" Defined.....	5
Article 6. Disciplinary Action.....	5
Section 6.1. Just Cause	5
Section 6.2. Discipline Defined	5
Section 6.3. Grievances	5
Section 6.4. Copies of Reports	5
Section 6.5. Personnel Record	6
Article 7. Seniority.....	6
Section 7.1. Seniority Defined	6
Section 7.2. Probationary Period	6
Section 7.3. Seniority List	6

Section 7.4. Loss of Seniority	6
Section 7.5. Summer Work	6
Article 8. Vacancies, Promotions and Transfers	7
Section 8.1. Postings	7
Section 8.2. Bidding	7
Section 8.3. Trial Period	7
Section 8.4. Transfers.....	7
Section 8.5. Out of Class Appointments	7
Section 8.6. Summer Work	7
Section 8.7. Summer Work Procedure	7
Article 9. Layoff And Recall	8
Section 9.1. Layoff Defined.....	8
Section 9.2. Layoff Procedure	8
Section 9.3. Notice	8
Section 9.4. Recall	8
Article 10. Hours of Work	8
Section 10.1. Schedules	8
Section 10.2. Absence on Scheduled Work Days	8
Section 10.3. Lunch Period.....	9
Section 10.4. Break Periods	9
Section 10.5. Work Week	9
Section 10.6. Scheduling of Non-Instructional Days	9
Section 10.7. Reduction of Hours:.....	9
Article 11. Overtime.....	10
Section 11.1. Time and One-Half.....	10
Article 12. Paid Time Off	10
Section 12.1. Paid Time Off	10
Section 12.2. Accumulation	10
Section 12.3. Day Defined	11
Section 12.4. Substantiation	11
Section 12.5. Application.....	11
Section 12.6. Sickness	11
Section 12.7. On-the-Job Injuries	11

Section 12.8. General Conditions	11
Article 13. Other Authorized Leaves	11
Section 13.1. Funeral Days	11
Section 13.2. Jury Duty	12
Section 13.3. Authorized Leave of Absence	12
Section 13.4. Family and Medical Leave	12
Section 13.5. Union Leave	12
Article 14. Statutory Benefits	12
Section 14.1. Workers' Compensation	12
Section 14.2. Reporting Injuries	12
Section 14.3. Unemployment Compensation	13
Section 14.4. MIOSHA	13
Article 15. School Cancellation	13
Section 15. 2. After School Program	13
Section 15. 3 Step by Step Preschool Children Program.	13
Article 16. Compensation	14
Section 16.1. Hourly Rates	14
Section 16.2. Annual Increases	14
Section 16.3. Longevity	14
Section 16.4. New Employees	15
Article 17. Retirement Plan	15
Section 17.1. Retirement Plan	15
Article 18. Employee Funded Insurance & Flexible Spending Account	15
Section 18.2. Insurance Eligibility	15
Section 18.3. Insurance Contributions	15
Section 18.4. Carrier and Benefits	15
Section 18.5. Dental Benefits	15
Section 18.6. Vision Benefits	15
Section 18.7. Monthly Costs	16
Article 19. Miscellaneous	16
Section 19.1. Separation of Employment	16
Section 19.2. Defective Equipment	16
Section 19.3. Bulletin Boards	16

Section 19.4. Professional Development	16
Section 19.6 Power of Emergency Financial Manager	16
Article 20. Examination And Identification Fees.....	17
Section 20.1. Physical and Mental Examination.....	17
Section 20.2. Identification.....	17
Article 21. No Strikes	17
Article 22. Invalid Provisions Of The Contract	17
Article 23. Termination And Modification.....	17
Section 23.1. Duration.....	17
Section 23.3. Notice of Termination and Modification.....	18
Section 23.4. Wage Re-Openers.....	18

AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of August, 2018, between the Board of Education of the Saginaw Township Community Schools, hereinafter referred to as the "Employer" or the "Board", and the Saginaw Township Community Schools Childcare Workers Association, hereinafter referred to as the "Association" or "Union."

ARTICLE 1. RECOGNITION

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

Section 1.2. Aid to Other Unions: The Employer will not aid or promote any labor group or organization which purports to engage in collective bargaining on behalf of this unit.

ARTICLE 2. BOARD RIGHTS

Section 2.1. Management Rights: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing rights:

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

by employees. The Association will be provided with a copy of the rules prior to the rules being implemented.

Section 2.2. Limitation of Rights: The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

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

ARTICLE 3. ASSOCIATION SECURITY AND PAYROLL DEDUCTION

Section 3.1. Membership: Employees may choose to join and pay dues to the Association, or not join the Association. No matter the choice, the Association is the exclusive representative of all employees covered by this collective bargaining agreement. Each choice has rights and responsibilities. Employees covered by this agreement shall have the right to join or assist the Association and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection. Employees may also refrain from such activities and no one shall force or compel an employee to do any of the following:

1. Become or remain a member of the Association or otherwise affiliate with or financially support the Association;
2. Refrain from joining the Association or otherwise affiliating with or financially supporting the Association.
3. Require support or payment to any third party an amount that is in lieu of Association dues, fees, assessments, or other charges required of Association members.

Section 3.2. Other Deductions: The Employer agrees to continue the current practice of allowing employees to request payroll deductions for such things as the Credit Union, United Way and other matters previously allowed provided the appropriate authorization is provided.

ARTICLE 4. ASSOCIATION REPRESENTATION

Section 4.1. Association Representative: The Employer agrees to recognize members of the Association Executive Committee (President, Vice President, Secretary, or Treasurer) for the purpose of representing employees under the provisions of this Agreement.

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

Section 4.3. Negotiating Committee: A maximum of four (4) Association members shall be excused by the Employer for the purpose of meeting with the Employer in negotiations. Except as may be agreed otherwise, negotiations shall be scheduled outside of normal work hours.

Section 4.4. Notification: The Association shall provide the Employer with the names of the Association Executive Committee and the Negotiating Committee. The Association shall also provide the Employer with the notice of any changes in such representation. The Employer shall not be obligated to recognize any Association Representative who has not been designated in writing by the Association.

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

ARTICLE 5. GRIEVANCE PROCEDURE

Section 5.1. Definition: A grievance shall be defined as an alleged violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement. That the term “grievance” shall not apply to any matter as to which a method of review is prescribed by law. As used in this Article, the term “employee” may mean a group of employees having the same grievance.

Section 5.2. Procedure

- Step 1.* The employee who feels that he/she has a grievance shall first take the matter up verbally with the Community Services Director within fourteen (14) calendar days following the act or event or condition which is the basis of the employee’s grievance. The employee may choose to include the Association Representative in this meeting. The Community Services Director will attempt to resolve the matter with the employee and will respond within fourteen (14) calendar days of the original discussion.
- Step 2.* If the grievance is not resolved in Step 1, the employee may submit the grievance in writing, to the Community Services Director within thirty (30) calendar days from the act, event, or condition which is the basis of the employee’s grievance. A

copy of the grievance shall also be provided to the Association President. The written grievance shall specify the section of the Agreement alleged to be violated, the event that caused the alleged violation and the remedy sought. Within fourteen (14) calendar days after the grievance is submitted, the Community Services Director will answer the grievance in writing.

Step 3. If the Association does not accept the Community Services Director's written answer, the grievance may be appealed to the Director of Human Resources/Labor Relations or his or her designee by sending notice to the Director within seven (7) calendar days from the date of receipt of the Community Services Director's written decision. The Director shall schedule a conference to review the grievance with the Association. The conference to attempt to satisfactorily resolve the grievance shall be scheduled at a mutually agreeable time and place. A conference shall not be scheduled that would result in the disruption of normal school routine and duties. Within fourteen (14) calendar days of the conference or longer, if mutually agreed to, the Director or his or her designated representative, shall answer the grievance in writing.

Step 4. Any grievance not resolved in Step 3 may be submitted to binding arbitration at the election of either party by written notice to the other party. The demand for arbitration must be submitted within sixty (60) calendar days of the date of the Director of Human Resources or his or her designated representative's written decision was due. During the fourteen (14) calendar days following receipt of such notice, the parties will try to mutually agree to an arbitrator. If they are unable to agree during that time, within eighteen (18) days thereafter, the party submitting the grievance will submit a demand to the Federal Mediation and Conciliation Service (FMCS). The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. In responding to the list from FMCS, either party may strike any unacceptable arbitrator or may unilaterally reject a list and request that a new list be provided.

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

clear and unambiguous terms of the Agreement. The decision of the arbitrator made in accordance with the provisions of this agreement shall be final and binding upon all parties, including the Employer, the Association and all employees.

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

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

Section 5.3. Time Limits: All time limits and/or steps shall be adhered to as indicated in the above procedure. Time limits may be extended by mutual consent of the parties provided such consent is in writing. If a grievance is not appealed within the time limits provided above, the grievance shall be considered resolved on the basis of the last answer provided by management. If no answer is given within the designated time period, the grievance shall be considered denied.

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

ARTICLE 6. DISCIPLINARY ACTION

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

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

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension
- d. Discharge or Demotion
- e. Placement on probation (after completion of the employee's initial probationary period)

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

Section 6.4. Copies of Reports: An employee shall be provided a copy of any evaluation report or disciplinary report that has become part of the employee's personnel record. A copy of all disciplinary action shall also be provided to the Association President.

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

ARTICLE 7. SENIORITY

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

Section 7.2. Probationary Period: New employees shall be considered probationary until they have actually performed work for ninety (90) work days. During the probationary period, the probationary employee may be discharged, laid off or otherwise dismissed at the sole discretion of the Board without any rights of recourse under this Agreement by either the employee or the Association. There shall be no seniority among probationary employees. Upon completion of the probationary period, the employee shall be considered a regular employee and shall rank for seniority from his or her date of hire within the bargaining unit.

Section 7.3. Seniority List: The seniority list shall state the names, job classifications and dates of hire of all employees in the bargaining unit entitled to seniority. A copy of the seniority list shall be provided to the Association Executive Committee annually.

Section 7.4. Loss of Seniority: An employee within the bargaining unit entitled to seniority shall lose his or her seniority for the following reasons:

1. The employee resigns his or her employment.
2. The employee is discharged and the discharge is not reversed through the grievance procedure.
3. An employee is absent for three (3) consecutive normally scheduled work days without notification of a valid reason to be absent and without a legitimate reason for not notifying the Employer.
4. Unexcused failure to return from a layoff as otherwise set forth in the recall procedure.
5. Unexcused failure to return to work at the expiration of a leave of absence.
6. Retirement.
7. Layoff for a continuous period of one (1) year or the employee's length of seniority, whichever is shorter.

Section 7.5. Summer Work: Either accepting or declining summer work will not affect an employee's seniority.

ARTICLE 8. VACANCIES, PROMOTIONS AND TRANSFERS

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

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

An employee, who bids and elects to take a position of a lower classification, will receive the pay of the lower classification at the current step of the employee.

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

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

Section 8.5. Out of Class Appointments: An employee who is appointed by the district, on an interim basis, to duties of a higher classification will be paid at the rate of the higher classification at the step which affords them an increase in pay. An employee who is appointed by the district, on an interim basis, to duties of a lower classification will receive their same rate of pay.

Section 8.6. Summer Work: The Employer agrees to continue the current practice of assigning employees to summer work opportunities. Employees in yearlong programs will remain in their positions. Employees who work in a school year program shall be given the opportunity, based on seniority within their classifications, to work in a summer program. The employer will assign employees who have volunteered to work during the summer.

Section 8.7. Summer Work Procedure: Step by Step Preschool Childcare is a yearlong program. The after-school programs are considered school-year programs.

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

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

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

ARTICLE 9. LAYOFF AND RECALL

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

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

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

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

ARTICLE 10. HOURS OF WORK

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

Section 10.2. Absence on Scheduled Work Days: When an employee is scheduled to work and is not able to report, the employee must secure a substitute from the substitute list. The

employee must also notify someone at their center (preferably the Director, if applicable) that they will not be working that day and the name of their substitute.

Section 10.3. Lunch Period: Lunch periods shall be scheduled based upon the daily schedule of the children, the needs of the program and the availability of staff. Any lunch period that is at least thirty (30) minutes in duration and which is duty-free shall be considered unpaid.

Section 10.4. Break Periods: Break periods shall be scheduled based upon the program needs and the availability of staff.

Section 10.5. Work Week: The normal work week shall consist of no more than five (5) consecutive days.

Section 10.6. Scheduling of Non-Instructional Days: During the school year there are days known in advance when there is no school for (K-5) students for the entire day. On such days, one (1) after school center remains open and the others close. The open center will be staffed from volunteers.

Each school year, the Director of Community Services will prepare a list for each classification, i.e., Aides, Childcare Directors, and Pre-school Teachers, in seniority order (most seniority to the least). A few weeks before each Non-Instructional Day opportunity, the staffing needed for the day will be posted by Director of Community Services. Employees who would like to work will indicate which part of the posted day they would like to work (morning or afternoon). The work will be distributed to those within the classification who volunteered in rotating seniority order. Each person shall be charged as worked if they were offered the position and accepted the offer, rejected the offer, or accepted the position later from the person who had originally accepted the position. The offerings of work shall start with the employee with the most seniority and go through the list to the employee with the least seniority then restart from the top of the list with the most senior employee. Each new opportunity will be offered to the most senior person who follows the last person on the list who was either offered or worked the last opportunity. Each employee will be charged for refusing an opportunity or accepting an opportunity to work. If an employee accepts an opportunity, but later cannot do the work, the scheduled employee and the employee who accepts the assignment will also be charged for the opportunity.

A position needing to be filled will be done first from the classification needed. If there are still positions available needing to be filled, then the position shall be offered to interested individuals in other classifications in seniority order.

Once assigned to the requested day, the employee will work the day. Failure to work the assigned day may lead to forfeiture of working future non-instructional days during the next twelve (12) months. PTO will not be paid for assigned employees who do not work the day.

Section 10.7. Reduction of Hours: Centers are staffed based on the number of students projected to regularly attend the center. With advanced registration, there are times when staffing exceeds the need. In those cases, the hours of the staff at that center will be reduced to avoid over staffing. Without another method approved by the Director of Community Services, the

employee with the least seniority at the center will have their hours reduced. Center staff sharing the reduction of hours at their center is encouraged.

If a reduction of hours occurs, other centers will attempt, if time permits, to contact the staff with reduced hours to fill their substitute needs. If time does not permit, a substitute from the substitute list can be used.

ARTICLE 11. OVERTIME

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

ARTICLE 12. PAID TIME OFF

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

An employee who works or who has a pre-approved absence for the last scheduled day before and/or after the listed day will be paid the listed day, without charge to paid time off:

1. Thanksgiving
2. Day after Thanksgiving
3. December 24
4. December 25
5. New Year's Day
6. Good Friday
7. Memorial Day

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

	Aides	Teachers	Directors & Assistant Directors
1 st & 2 nd years	7 days	7 days	9 days
3 rd , 4 th & 5 th years	8 days	8 days	10 days
6 th through 9 th years	10 days	10 days	13 days
10 or more years	12 days	12 days	15 days

The Director of Community Services will be notified in advance of known absences of more than ten (10) consecutive scheduled days. Barring illness, such an absence requires prior approval by the Director of Community Services.

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

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

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

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

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

Section 12.8. General Conditions:

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

ARTICLE 13. OTHER AUTHORIZED LEAVES

Section 13.1. Funeral Days: The employee shall be allowed three (3) days of absence and any additional days approved by the Director of Community Services without loss of pay or paid time off in the event of a death of a member of the immediate family. If additional days are

needed, these days may be taken without pay. Immediate family shall include: mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the employee's home. The employee shall be allowed one (1) day of absence, and any additional days approved by the Director of Community Services, without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law or spouse of his or her child.

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

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

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

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

ARTICLE 14. STATUTORY BENEFITS

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

Section 14.2. Reporting Injuries: All injuries, no matter how minor, must be reported to the supervisor in a timely manner. Timely notice shall mean notice as soon as reasonably possible. Supervisor may require that the employee provide a detailed written report of the injury, including all facts and circumstances giving rise to the injury, what, where, when and how the injury occurred and any witnesses to the injury. In an emergency, supervisor may authorize the employee to go directly to a medical facility for treatment. The employee will be required to

furnish written statements regarding the on-the-job accident once the employee is able to do so. Failure to provide timely notice of an injury can be the basis for denying coverage.

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

Section 14.4. MIOSHA: The Employer agrees to comply with the Michigan Occupational Safety and Health Act to provide a safe work place for employees.

ARTICLE 15. SCHOOL CANCELLATION

Section 15.1. On occasion, school is canceled for students, but an after school program and the Step by Step Preschool Children Program are not. Employees working on a cancelled day when the district buildings are closed, shall be paid an additional three dollars (\$3.00) an hour for each hour worked on that day. This article shall not apply to employees who work on a delayed start day or on a day that the district closes early.

Section 15. 2. After School Program. Any employee willing and able to report to work on a cancelled school day shall notify the district before October 1 of each school year and a list of said employees shall be maintained by the district and known as the “Inclement Weather Day List.” Directors on the list will be assigned to work based on classification seniority for the positions needed on that day. However, Directors not selected to work in the Director classification may work as aides at the aide hourly rate based on their district seniority plus the three dollars (\$3.00) an hour incentive. Said employees must be available to report to work at the stated starting times. Employees who request to be taken off the list must wait until the next school year to get back on the list.

Section 15. 3 Step by Step Preschool Children Program. Staff report at their assigned starting times on inclement weather days. Any staff member unable to report must find a replacement from the list of childcare staff and then from the substitute list

Section 15. 4. Employees who do not receive a work opportunity may elect to use a PTO day, otherwise, the day shall be without pay.

Section 15.5. If there is a closure of all centers, including Arrowwood and Step by Step, and the staff is directed not to report, all employees will be paid for the scheduled hours lost.

ARTICLE 16. COMPENSATION

Section 16.1. Hourly Rates: Effective the first (1st) of September of each school year

Classification	Steps	9/1/2018	9/1/2019	9/1/2020
Aides	Step 1	\$9.80	\$10.00	Wage Reopener
	Step 2	\$9.85	\$10.05	
	Step 3	\$9.90	\$10.10	
	Step 4	\$9.95	\$10.15	
	Step 5	\$10.00	\$10.20	
Childcare Directors	Step 1	\$12.45	\$12.65	
	Step 2	\$12.75	\$12.95	
	Step 3	\$13.20	\$13.40	
	Step 4	\$13.45	\$13.65	
	Step 5	\$13.65	\$13.85	
Pre-school Teacher	Step 1	\$12.25	\$12.45	
	Step 2	\$12.55	\$12.75	
	Step 3	\$12.65	\$12.85	
	Step 4	\$12.95	\$13.15	
	Step 5	\$13.15	\$13.35	
Summer Childcare Directors	Step 1	\$12.45	\$12.65	
	Step 2	\$12.75	\$12.95	
	Step 3	\$13.20	\$13.40	
	Step 4	\$13.45	\$13.65	
	Step 5	\$13.65	\$13.85	
Summer Aides	Step 1	\$9.80	\$10.00	
	Step 2	\$9.85	\$10.05	
	Step 3	\$9.90	\$10.10	
	Step 4	\$9.95	\$10.15	
	Step 5	\$10.00	\$10.20	

Section 16.2. Annual Increases: Employees shall move to the next step of the salary schedule on September 1 provided the employee has completed the initial probationary period and was hired prior to April 1. Employees who have reached the maximum step shall receive the rate of the maximum step for each subsequent year.

Section 16.3. Longevity. An employee who has completed 15 years of service in the district's childcare programs will be paid an additional \$0.30 per hour.

Section 16.4. New Employees. New employees may be hired at Step 1 or Step 2 of the salary schedule based on prior experience. Additional steps may be granted if the applicant possess a CDA (skip 1 step), an Associate's Degree (skip 2 steps), or a Bachelor's Degree (skip 3 steps).

ARTICLE 17. RETIREMENT PLAN

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

ARTICLE 18. EMPLOYEE FUNDED INSURANCE & FLEXIBLE SPENDING ACCOUNT

Section 18.1. Participating employees can fully fund a flexible spending account through payroll deductions. This program will be for the reimbursement of IRS qualified health and/or dependent care expenses. Participation will be on a voluntary basis.

Section 18.2. Insurance Eligibility. Thirty (30) calendar days after their first day of work as a regular employee covered by this collective bargaining agreement, employees may elect to purchase dental and/or vision insurance through payroll deduction. Such selection must be made by the end of the second complete payroll period after becoming eligible to elect coverage. Insurance will become effective the first day of the month following selection. Thereafter, absent a qualifying event under law, employees may choose to enroll in or remove themselves from plans during open enrollment in September. Participation will be on a voluntary basis.

Section 18.3. Insurance Contributions: Will be by payroll deduction beginning with the second pay period of September over eighteen (18) pay periods and will be calculated on twelve (12) months of coverage. Deductions will not be made for the first pay following both winter and spring break. Deductions will be pursuant to a qualified premium-only, pre-tax payroll deduction plan. Employees will pay the premiums and/or illustrative rates for the type of coverage selected (e.g., self, 2-person, family) for the insurance selected (e.g., dental, vision).

Section 18.4. Carrier and Benefits. Any insurance benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the district. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the district and the insurance company. Specific reference to a named carrier within this agreement shall not in any way limit the Employer's right to select carriers pursuant to this provision.

Section 18.5. Dental Benefits. Dental coverage will provide coverage for 80% of covered services to \$ 1,000.00 annual maximum per person total per benefit year. Orthodontics for dependents age 19 or less is covered at 80% with a life time maximum of \$1300.00.

Section 18.6. Vision Benefits. Vision care will be equivalent to the least expensive VSP2.

Section 18.7. Monthly Costs. In September 2018, the anticipated monthly costs for Dental and Vision Benefits are set forth below:

Coverage	1-Person	2-Person	Family
monthly costs:			
Vision	\$ 4.48	\$ 9.63	\$ 14.48
Dental	\$ 29.12	\$ 55.34	\$ 96.11

ARTICLE 19. MISCELLANEOUS

Section 19.1. Separation of Employment. Upon separation of employment, an individual shall be paid in a timely fashion as set forth by the statute.

Section 19.2. Defective Equipment. Employees shall immediately, or at the end of their shift, report all defects of equipment to the Director of Community Services. Employees provide the Director of Community Services with an update regarding the status of repair or replacement until resolved. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Building and Grounds Department.

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

Section 19.4. Professional Development. Management reserves the right to require members of the bargaining unit to participate in a minimum of sixteen (16) hours of professional development each year. Employees who are not otherwise scheduled to work may be scheduled to attend in-service training on professional development days if the training is relevant to the employees' job duties. Employees will be paid their regular rate of pay for attending.

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

Section 19.6 Power of Emergency Financial Manager. As required by Public Act 436 of the Public Acts of 2012 and unless otherwise repealed or modified by the legislature, an emergency financial manager appointed pursuant to and in accordance with the Local Financial Stability and Choice Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act and only to the extent provided by law and further only to the extent all substantive and procedural requirements of the statute have been fulfilled. This agreement is not intended to waive any procedural, substantive, and/or constitutional defenses to the application of that statute or any rules promulgated under that statute.

ARTICLE 20. EXAMINATION AND IDENTIFICATION FEES

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

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

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

ARTICLE 21. NO STRIKES

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

ARTICLE 22. INVALID PROVISIONS OF THE CONTRACT

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

ARTICLE 23. TERMINATION AND MODIFICATION

Section 23.1. Duration. This Agreement is effective August 27, 2018 and shall remain in effect until June 30, 2021. If either party desires to amend and/or terminate this Agreement, it shall, within sixty (60) calendar days prior to June 30, 2021, give written notification of same.

Section 23.2. If neither party should give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date. If notice of amendment

of this Agreement has been given in accordance with the above paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination.

Section 23.3. Notice of Termination and Modification: Notice shall be in writing to either the Association President or to the Director of Human Resources and Labor Relations.

Section 23.4. Wage Re-Openers. It is understood and agreed between the parties that the only the hourly rates in Section 16.1 may be re-opened for negotiations between the parties for each school year beginning in 2019, provided that the party desiring to re-open serves notice in writing upon the other party at least sixty (60) calendar days prior to July 1 of the upcoming school year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives on this 11th day of November, 2019.

BOARD OF EDUCATION
SAGINAW TOWNSHIP COMMUNITY
SCHOOLS

SAGINAW TOWNSHIP COMMUNITY
SCHOOLS CHILDCARE WORKERS
ASSOCIATION

BY: /s/ Michael J. Colucci
Michael J. Colucci President

BY: /s/ Michille Federer
Michille Federer, President

DATE: 11-11-2019

DATE: 11-13-19

BY: /s/ Jenean Coughlin
Jenean Coughlin, Secretary

BY: _____

DATE: 11-11-2019

DATE: _____

BOARD REPORT

August 26, 2019

SUBJECT: RATIFICATION OF 2019 WAGE RE-OPENER WITH SAGINAW TOWNSHIP COMMUNITY SCHOOL CHILDCARE WORKERS ASSOCIATION

CURRENT STATUS: The Board of Education has a collective bargaining agreement through June 30, 2021 with its childcare workers that provides annual wage re-openers beginning 2019. Discussions with the union has resulted in a tentative agreement for the 2019 wage re-opener that the employees have ratified

RECOMMENDATION: I move that the Board of Education ratify the attached 2019 wage re-opener tentative agreement with the Saginaw Township Community Schools Childcare Workers Association.

STATEMENT OF PURPOSE: Public law provides the opportunity for negotiations with school employees since 1965. This represents a fair and equitable resolution in light of the district's financial condition.

BUDGET IMPACT: The agreement had already accounted for the district's fiscal situation. This agreement continues that with an agreement that can be supported by childcare revenue with minimal costs to those using childcare services.

DISCUSSION OF OPTIONS: The Board of Education may reject the recommended settlement and direct the administration to go back to the bargaining table. If this action was followed, we may be accused of an unfair labor practice.

RATIONALE FOR RECOMMENDATION: The laws in the State of Michigan provide the negotiated contract as a vehicle for establishing wages, hours and working conditions.

Prepared by: Tony Skowronski
Director of Human Resources and Labor Relations
8-22-2019

ARTICLE 16. COMPENSATION

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