

***COLLECTIVE***  
***BARGAINING***  
***AGREEMENT***

TROY BOARD OF EDUCATION

AND

TROY EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION/  
MEA/NEA

July 1, 2016 - June 30, 2022

TROY SCHOOL DISTRICT  
4400 LIVERNOIS ROAD  
TROY, MICHIGAN 48098



**MASTER AGREEMENT**  
**TROY SCHOOL DISTRICT**  
**And**  
**TROY EDUCATIONAL SUPPORT PERSONNEL**  
**ASSOCIATION/MEA/NEA**  
2016-2022

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**MASTER AGREEMENT BETWEEN TROY BOARD OF EDUCATION**

**AND**

**TROY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA/NEA**

**PREAMBLE**

This agreement entered into by the Troy School District, hereinafter referred to as the Employer, and the Troy Educational Support Personnel Association/MEA/NEA, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Consistent with the provisions of the public employment relations act, MCL 423.215 (7) and the local government and school district fiscal accountability act, MCL 141.1501 to 141.1531 (as may be amended), the parties recognize that this Agreement is subject to rejection, modification, or termination by an emergency manager appointed under the local government and school district fiscal accountability act.

**ARTICLE I. Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all Troy School District nonsupervisory Skilled Trades employees, Special Education Para-educators, and ELD Para-educators, but excluding all supervisors, noon aides, summer seasonal employees working less than sixty (60) days, substitutes, and part-time employees working less than twelve and one half (12.5) hours per week.

**ARTICLE 2. Union Security**

**Section 1. Membership.** The Association agrees to admit to full participating membership all bargaining unit employees who have completed their probationary period.

**Section 2. Other Organizations.** The Employer agrees not to negotiate with any organization other than the Association for the duration of this Agreement. However, nothing contained herein shall be construed (1) to deny or restrict to any bargaining unit employee any rights he/she may have under the Michigan General School Laws or other applicable laws or State departmental regulations or (2) to prevent a Board Member or Administrator from meeting with any bargaining unit employee, groups of employees or organization other than the Association for the purpose of hearing and discussing their views on matters other than hours, wages and working conditions.

### **ARTICLE 3. Management Rights and Responsibilities**

**Section 1.** It is recognized that the government and management of the School District, the control and management of its properties and the maintenance of its functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility. Such rights and responsibilities belonging solely to the Employer are hereby recognized prominent among which but by no means wholly inclusive are: All rights involving public policy, the rights to decide the number and location of schools and other buildings, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise.

**Section 2.** It is further recognized that the responsibility of the Employer for the selection and direction of the working forces, including the right to hire, discipline or suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Employer, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

**Section 3.** The exercise of the foregoing powers, rights and authority of the Board, the adoption of policies, rules, 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 the 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. Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Michigan general school laws or any other national, state, county, district or local laws or regulations as they pertain to education.

### **ARTICLE 4. Effect of Agreement**

**Section 1.** The Employer and the Union mutually agree that this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Employer and the Union in an amendment hereto which shall be ratified and signed by both parties.

### **ARTICLE 5. Representation**

**Section 1.** The names of all officers and Bargaining/Grievance Committee members in the bargaining unit shall be submitted in writing to the Employer by the Union upon election or appointment.

**Section 2.** The Employer agrees to recognize a Bargaining/Grievance Committee from TESP/MEA/NEA as determined by the local Association. The President or Association

Grievance Chairperson and Association Representative, without loss of time or pay, will be allowed time off the job to investigate and present grievances to the Employer. The Association Representative, upon making a request for such release time, will be granted permission as soon as possible, but in any event, not later than the next regularly scheduled working day. For the Para-educator Association Representative, except in unusual circumstances, the time off will not be taken when a substitute teacher is on duty.

**Section 3.** Meetings between the Employer's designated representatives and recognized Union committees shall be scheduled to commence at a mutually agreed upon time.

**Section 4.** Special conferences for important matters will be arranged between the Bargaining/Grievance Committee and the Employer, which may, at the Union's option, include the UniServ Director. An agenda of the matters to be taken up at the meeting will be submitted by the party calling the conference.

## **ARTICLE 6. Settlement of Disputes**

### **Section 1. Grievance Procedure:**

- A. A grievance is defined to be a complaint by an employee within the unit based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of the Agreement and this grievance procedure shall be the exclusive means for resolving grievances as defined herein. It is understood that an individual grievance must be signed by the individual and that at least one member of a class action or Association grievance must sign the grievance on behalf of the class or Association.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment.
- C. No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or knowledge of its occurrence. The time limits set forth in steps one through five may be extended upon mutual consent of the parties. Said extension shall be in writing and signed by both parties. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event that the Union fails to appeal a grievance or grievance answer within a particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the Union's last position shall be considered acceptable to both parties.
- D. Grievances shall be settled in the following manner:

**Step 1.** An employee with a grievance will first discuss it with the department supervisor involved with the objective of resolving the matter informally.

The Association Representative and President or Grievance Chairperson may be present during the discussion.

**Step 2.** If the grievance has not been settled, it shall be reduced to writing (reasonably identifying all grievants or the class of grievants), and presented within ten (10) working days to the department supervisor involved. The department supervisor involved or designee shall schedule a meeting within five working days with the grievant(s) and the Association Representative. Within five working days after such meeting, the department supervisor involved shall give a written answer to the grievant(s), Grievance Chairperson, the Union President, and the UniServ Director.

**Step 3.** If the answer to the grievance is still unsatisfactory, it may be appealed by the Union within fifteen (15) working days after the date of the employer's answer to the Superintendent or his/her designee. The Superintendent or his/her designee will schedule a meeting to hear the grievance. The meeting may be with the UniServ Director, Association Representative, Local President and grievant(s). The Superintendent or his/her designee shall give his/her answer in writing to the Union President, Grievance Chairperson, UniServ Director and grievant(s) within ten working days after the date of the meeting.

**Step 4. ARBITRATION.** If the answer to the grievance is still unsatisfactory, either party may, within fifteen (15) working days after the Superintendent's or his/her designee's answer, and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Union and the Employer shall endeavor to agree upon a mutually accepted arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision in a timely fashion. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to rule upon alleged contract violations. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of the Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant(s).

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

## ARTICLE 7. Employee Discipline

**Section 1.** The disciplining of employees is a management right and may include, but is not necessarily limited to, oral reprimands, written reprimands, suspensions and dismissal for just cause.

- A. Any oral reprimand, written reprimand, suspension or dismissal of an employee by a supervisor or other administrator shall be done in private. Normally a meeting scheduled by the supervisor shall be scheduled during the employee's regular shift unless arranged otherwise by the District and the Union.
- B. If a supervisor or other administrator decides to investigate an incident prior to discipline, said investigation shall be completed within ten (10) working days. If at the end of ten (10) working days the investigation is not complete, the employee in question shall be informed that the investigation is still in progress and an additional five (5) working days shall be allowed to continue the investigation. If at the end of the five (5) working day extension the investigation is still not complete, the employee in question shall be informed that the investigation is still in progress and a final five (5) working day extension shall be allowed. At the conclusion of the investigation, if a written record of an incident is to be inserted in a personnel file, the employee shall receive a dated copy within ten (10) working days. The employee's copy will note that the item is being inserted into said file. The employee shall have the right to insert a rebuttal to any item within thirty (30) days, and the rebuttal shall be attached to the document.
- C. Rights to Representation. Employees shall at all times be entitled to have a Union representative and/or UniServ Director present when being disciplined. The administration shall inform the employee of this right before disciplining the employee. If the employee requests a Union representative present, the administrator shall delay action for up to twenty-four (24) hours so that a Union representative may be present. For serious disciplinary action involving suspension or termination, the meeting may be adjourned to permit the attendance of the UniServ Director.
- D. A grievance challenging a suspension of three (3) or more days or challenging dismissal shall be initiated at Step 3 of the grievance procedure.

## ARTICLE 8. Seniority

**Section 1. Seniority Defined.** The seniority of all employees shall commence with the first day of work as the most recent date of hire as a regular employee in this bargaining unit. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority date, Troy School District hire date and classification. When more than one employee is hired on the same date, seniority will be determined by lottery. The Assistant Superintendent for Employee Services shall notify the Association President of the lottery date at least one (1) week before the lottery, and the Association President shall assign an association member to be present during the lottery.

A seniority list by group classification will similarly be provided. These lists will be provided on or about October first and March first each year. The President will be provided with a list of new hires, probationary completions, terminations, and other changes as they occur.

**Section 2. Probationary.** New employees hired into the unit from outside the bargaining unit shall be probationary for the first sixty (60) working days of their employment. If thirty (30) or more of the sixty (60) working days occur within the months of July and August, the probationary period shall be extended an additional thirty (30) days (this exception does not apply to year-round employees, i.e. skilled trades, etc.) The district shall provide the employee with the tentative date when their probationary period of sixty (60) working days will end at the time of his/her hire/employment. The parties may, by mutual consent, extend the probationary period up to an additional thirty (30) working days. Upon completion of the probationary period, the employee shall attain seniority status and his/her name shall be entered on the seniority list with a seniority date from the first day worked. Fringe benefit coverage will commence on the first day of the month following the employee's first day of employment. The employee shall be given an insurance packet at the time of hire along with a TESPA contract.

- A. Upon the completion of the probationary period, an employee shall attain seniority status, and his/her name shall be entered on the seniority list with a seniority date from the first day worked.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be applied, first within occupational groups, and finally district-wide. Occupational groups are Skilled Trades, Special Education Para-educator, and ELD Para-educator as reflected in the appendices.
- D. Notice of new employees shall be provided to the Association President and/or his/her designee within five (5) work days of the new hires active employment via email and/or inter-school mail.

**Section 3. Loss of Seniority.** Seniority shall be broken and the employee shall be terminated and removed from the seniority list only for the following reasons:

- A. If the employee resigns.
- B. If the employee is discharged, and the discharge is not reversed through the grievance procedure.
- C. If the employee is absent for three (3) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the Employer.

- D. If the employee fails to return to work from layoff when recalled from layoff, as set forth in the recall procedure.
- E. If the employee overstays a leave granted for any reason for three (3) consecutive working days, without notifying the Employer and fails to give explanations satisfactory to the Employer.
- F. If the employee is on layoff for a period of three (3) years or the duration of his/her district-wide seniority at the time of layoff, whichever is shorter.

**Section 4. Seniority of Officers and Association Representatives.**

- A. Notwithstanding their position on the seniority list, the Association President, Vice President, and Grievance Chairperson in the event of a layoff of any type, shall be continued at work as long as there is a job in their department which they can perform and shall be recalled to work in the event they are laid off to the first open job in their occupational group which they can perform.
- B. The President, Vice President, and Grievance Chairperson shall, in the event of a layoff, be continued at work all times when one or more departments or fractions thereof are at work.
- C. The District recognizes these clauses to the extent that the Association President, Vice President and Grievance Chairperson are elected biennially, and that the Association President, Vice President and Grievance Chairperson are not construed to have protected seniority except during their official term of office.

**Section 5. Seniority Accrual.**

- A. Within the bargaining unit:

- 1. Between Occupational Groups. When an employee moves from one occupational group to another occupational group, the employee's seniority in the new occupational group shall commence with the first (1) day worked in the new group.

- 2. Seniority for computation of vacations, retirement, holidays, or any other fringe benefits shall be from date of original hire into the Troy School District. In the event an employee changes occupational groups with an increase in the number of regularly scheduled paid hours.

- a) His/Her accumulated leave shall be adjusted downward to reflect the increase in regularly scheduled paid hours, and
    - b) His/Her seniority for purposes of determining vacation shall be based upon the number of regularly scheduled hours paid divided by 2,080.

- 3. An employee who has moved from one occupational group to another occupational group and moves back to his/her original occupational group shall retain the seniority

he/she had accumulated in that original group before he/she moved. However, an employee successfully completing the trial period shall remain in that occupational group for at least one hundred eighty (180) working days.

B. Out of the bargaining unit:

1. An employee, who transfers or who is promoted to a position with the Employer not included in the bargaining unit, shall have his/her accumulated seniority frozen after the sixtieth (60th) day after said transfer.

2. In the event the employee returns to the bargaining unit, the employee shall be reinstated in the same job classification within the group classification he/she had prior to leaving the bargaining unit, provided there is an opening, and shall exercise his/her bargaining unit seniority thereafter. The time spent out of the bargaining unit will not be counted toward seniority within the unit after the sixty (60) day period.

3. Those employees who leave the bargaining unit but still remain employees of the Troy School District and who re-enter the bargaining unit shall have total years of service with the Troy School District counted as the basis in determining salary placement, vacation, and longevity.

### **ARTICLE 9. Layoff, Bumping and Recall**

A. **Section 1. Layoff Procedure.** If the District determines that a layoff is necessary, the layoff(s) shall occur within the classification(s) affected in the following order: temporary/substitute employees, probationary employees, then regular employees in order of seniority (lowest first), provided the remaining employees have the present skill and ability to properly and efficiently perform the required work. The District shall give at least fourteen (14) calendar days' notice of layoff to an affected employee. Notice of layoff shall be given in writing, indicating the employee's last scheduled day of work, with a copy provided to the Association President.

B. **Bumping.** An employee scheduled for a layoff may, within five (5) calendar days after receiving notice of layoff, file with the Assistant Superintendent of Employee Services, a written request to bump the least senior employee in a specific classification which has an equal or lower maximum pay rate, provided the requesting employee has greater seniority and has the present skill and ability to properly and efficiently perform the required work on the required schedule of the employee to be displaced. For example, a journeyman shall be rebuttably presumed to have the present skill and ability to perform the required work in a maintenance mechanic classification, a Special Education Para-educator shall be rebuttably presumed to have the present skill and ability to perform the required work of an ELD Para-educator.

An employee who bumps into another classification must demonstrate the skill and ability to properly and efficiently perform the required work within twenty (20) calendar days, or the employee will be laid off without further bumping rights and the displaced employee will be returned to the position. An employee displaced through bumping shall not exercise bumping rights under this section. An employee who bumps into another classification shall be paid the rate for the new classification at the same relative step level as the employee was receiving in the employee's former classification.

- C. **Recall Procedure.** If the district determines that a recall is necessary, the recall(s) shall occur within the classification(s) affected in the reverse order of layoff, provided the employee to be recalled has the present skill and ability to properly and efficiently perform the required work on the required schedule. Notification of recall indicating the employee's next scheduled day of work may be by any effective means and shall be confirmed by certified mail to the employee's last known address, with a copy provided to the Association President. The Employee will be afforded a fourteen (14) calendar day grace period in which to give proper notice of resignation to their current employer, if applicable. Employees who decline recall or who fail to report as scheduled shall be deemed to have resigned unless the District has authorized them to report at a later date.
  
- D. **Preferences in Return to Work and Classification.** Employees on layoff shall be considered for recall to another position within the bargaining unit before new hires are used to fill a vacancy in such position. The District will not hire a new employee into a bargaining unit position while a non-probationary employee with the present skill and ability to properly and efficiently perform the required work on the required schedule is laid off. Among equally qualified employees who have been displaced from their regular classification by layoff or bumping, the more senior employee shall be returned to an opening in the original classification before the less senior employee. An employee who refuses reassignment to an offered position in the employee's pay grade, for which the employee is presently qualified, shall be deemed to have resigned.
  
- E. **Seniority Accrual on Layoff.** Employee shall accrue seniority while on layoff, up to three years.

**Section 2. Recall Procedure.** When the work force is increased after a layoff, laid off employees shall be recalled as follows: the most senior employee shall be recalled to the first opening in the classification from which the employee was laid off, or if he/she had bumped down from his/her original position in the reduction of the work force before being laid off, to such original position. Recall will be by written notice, (return receipt mail) to the employee's last-known address on file with the Employer and shall require that the employee both notify the Assistant Superintendent for Employee Services of the employee's decision to accept recall and report to his/her supervisor within three workdays after the date of delivery or proof of non-delivery. The employee, if employed elsewhere, will be allowed a fourteen (14) day grace period in which to give proper notice of resignation to said Employer, provided that the employee notified the Assistant Superintendent for Employee Services of acceptance of recall within three (3) work days. The employee must then report to work on the next workday following the fourteen (14) day grace period. A copy of the recall notice shall be forwarded to the Association President. The Employer may grant for good cause to employees who are not working elsewhere at the time of recall an extension of no more than fourteen (14) days to report for work, provided that the employee notified the Assistant Superintendent for Employee Services of acceptance of recall within three (3) workdays.

#### **ARTICLE 10. Posting Vacancies**

**Section 1.** When the Employer decides to fill a vacancy, appropriate consideration shall be given to all internal TESPAs candidates before being posted externally.

**Section 2.** Job vacancies will be posted for five (5) working days on the Troy School District website. The posted notice shall set forth the job title, shift and location of the opening and the approximate number of hours required. Additionally, the posted job vacancies will be e-mailed to the Association President.

**Section 3.** Employees interested shall apply within the five (5) working day posting period. The employees must apply online via the district website and shall be granted an interview. The district shall send a copy of the application to the Association President or his/her designee. Only employees who are available to perform the duties in the new position within five working days of the posting closing are eligible to apply and be interviewed for the position.

**Section 4.** When a vacancy occurs which is not brought about through sickness or accident or which is more than sixty (60) working days of non-compensable leave, said vacancy shall be posted in all buildings. During the regular school year, the posting shall be made no later than fifteen (15) workdays after the position is actually vacated.

**Section 5.** When a vacancy occurs which is brought about by sickness or accident, if it is apparent the absence will be longer than ten (10) workdays, the position will be posted as a temporary vacancy. If the absence of the employee exceeds six (6) months, the position shall be considered to be a permanent vacancy and posted accordingly.

**Section 6. Temporary Vacancies.** When an employee is awarded a job and his/her vacancy is open and/or then posted, the qualified seniority employee in the next lower classification or that group classification in the building shall have the option to fill said vacancy and be paid the higher rate of pay, if any is involved. Thereafter, the District may fill the resulting vacancy at its discretion or leave the position vacant. This will also apply on day-to-day absences where regular assigned employees are not available. If the employee who filled the temporary vacancy returns to his/her last position prior to the termination of the temporary vacancy, then the second most senior qualified bidder for the temporary vacancy shall be awarded the job, and the District may fill the resulting vacancy at its discretion or leave the position vacant.

**Section 7.** Absent employees shall be returned to their position if the absence does not exceed six (6) months. If the absence exceeds six (6) months, the absent employee will have the right to bump the least senior employee in the classification and shift which he/she held prior to the absence. If he/she lacks the seniority to so bump, then the District shall follow the layoff procedure in Article 9.

**Section 8. Summer Vacancies.** The District shall operate a website to advertise District job openings during summer recess and shall continue to notify the local president of job openings during summer recess via district email.

## **ARTICLE 11. Promotions and Transfers**

**Section 1. Transfers.** Bids will be awarded first within occupational groups. In the event a job is awarded to an employee from another occupational group, the employee will not bid out of the new occupational group for a minimum of one hundred twenty (120) working days except in the event of layoff.

**Section 2. Transfer Within Current Classification.** Location and shift bids will be awarded according to seniority.

### **Section 3. Transfer to Another Classification**

For vacancies posted during the school year, Special Education Para-educator, or ELD Para-educator may apply for the vacancy with the understanding that if selected for the position, the transfer will become effective no later than the next semester or the start of the next school year, whichever comes first.

**Section 4. Trial Period for Promotions and Transfers.** The person awarded a promotion or transfer shall be granted a thirty (30) work day trial period, except for Special Education

para-educator, or ELD para-educators. An employee who is working in the Special Education para-educator occupational group for the first time shall serve a sixty (60) work day trial period. An employee who is working in the ELD para-educator occupational group for the first time shall serve a sixty (60) work day trial period. This shall not prevent the School District from removing an employee whenever lack of ability to do the job is obvious. The trial period shall determine the employee's desire to remain in the job and his/her ability to perform in the job.

During any trial period, the employee shall have the right to return to his/her former position. If the employee is unsatisfactory and is removed from the new position, notice and reasons shall be shared with the employee. The matter may then become a proper subject for the third step of the grievance procedure.

For positions other than temporary vacancies, if an employee returns to his/her former position, the position he/she is vacating may be re-posted.

**Section 5.** The Union President will be provided with the postings and/or a list of all transfers, promotions and/or all other changes of status of employees in the bargaining unit. When the change of status results in an increase or decrease of hours, the change shall be forwarded to the Union President.

**Section 6. Involuntary Disciplinary Transfers.** The Employer retains the right to transfer employees for disciplinary reasons at any time under the following circumstances:

- A. Prior approval of the Assistant Superintendent for Employee Services will be obtained.
- B. Transfers may be effected for an indefinite period of time; however, employees who have been involuntarily transferred may bid on vacancies.
- C. Involuntary transfers for disciplinary reasons may be subject to the grievance procedure.

## **ARTICLE 12. Days, Weeks and Hours of Work**

**Section 1. Regular Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Work schedules showing the employees' shifts, workdays, and hours shall be posted in each building or provided to the Union upon request. Except in emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Employer and the Union.

**Section 2. Extra Duty.** Any Skilled Trades employee required to make an extra trip to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours consistent with the requirements of the Fair Labor Standards Act (FLSA).

## ARTICLE 13. Break Periods

**Section 1. Lunch Break.** All employees will be granted a thirty (30) minute lunch period without pay during each work shift.

**Section 2. Shift Break.** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the middle of each one-half shift, whenever this is feasible.

Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

## ARTICLE 14. Overtime

**Section 1. Rate of Pay.** Time and one-half the employee's regular hourly rate of pay or double time shall be paid for work consistent with the requirements of the Fair Labor Standards Act (FLSA).

**Section 2. Distribution.** Overtime work shall be divided as evenly as possible within each building. In other departments or classifications, overtime shall be divided by seniority as equally as possible on a rotating basis. It is understood that certain events may require that a male or female work overtime out of rotation.

**Section 3. Work at Employee's Option.** Overtime work shall be voluntary. If no qualified person in a building or department or classification agrees to work an overtime assignment and no one from another building or department or classification agrees to do it, then the least senior employee qualified to do the work in that building or department may be required to do it. If a least senior employee is required to work overtime, he/she shall be paid time and one-half for work performed in excess of eight hours on a given day or for any work performed on Saturday; and he/she shall be paid double time for any work performed on Sunday. There shall be no discrimination against any employee who declines to work overtime.

## ARTICLE 15. Holidays

**Section 1. Holidays Recognized and Observed.** The following days shall be recognized and observed as paid holidays for employees who would otherwise be scheduled to work on the holiday and who actually work the work days immediately before and after the holiday or are approved for use of accumulated leave.

### **Skilled Trades Employees**

- Labor Day
- Thanksgiving and the Friday after
- Christmas Eve and Christmas Day, as determined by the District

- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day (plus Monday when Independence Day is on Tuesday; plus Friday when Independence Day is on Thursday)
- Floating Holiday

**Special Education-Para-educator/ELD Para-educator Employees**

- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day
- Floating Holiday

**Section 2.** Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

**Section 3.** Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

**Section 4. Holiday Work.** If an employee works on any of the holidays listed above, he/she shall be paid double time for all hours worked in addition to his/her holiday pay.

**Section 5. Floating Holiday.** Employees in each occupational group will be provided one (1) floating holiday. The employee will complete the sixty (60) day probation period before eligible to use the floating holiday. The floating holiday may be used in place of a regularly scheduled workday or vacation period. If the floating holiday is unused at the end of the fiscal year, it will be added to the employees annual leave bank as a vacation day. Requests for this floating holiday shall be made at least ten (10) calendar days in advance to the appropriate building administrator. The Employer shall approve or deny the floating holiday request at least five (5) calendar days in advance.

**ARTICLE 16. Wages**

**Section 1. Wage Schedules.** Employees shall be compensated in accordance with the wage schedules attached to this Agreement. The wage schedules shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Employees shall move from the minimum step in the pay range to the maximum step in 12 months increments, except that the Employer may give credit for previous experience in placing a new employee at an appropriate step. Changes will be made on July 1<sup>st</sup> of each year. If the employee has had eight (8) months or more of regular employment, he/she will be advanced to the next step on the change date.

**Section 2. Work Out of Classification.** Employees required to work in a higher classification for three (3) hours or more on that shift, shall be paid the rate of the higher classification for the entire day.

**Section 3. Shift Differential.** All Skilled Trades employees in all classifications will receive a fifteen-cent (\$0.15) per hour additional differential for all work performed when a shift starts after Noon. For shifts commencing after 10 P.M. employees shall be eligible for a twenty-cent (\$0.20) per hour differential in addition to their base hourly straight time set forth in the Appendices.

**Section 4. Longevity.** Longevity will be paid at the rate as set forth in the chart below after eight (8) years of service (Longevity 1), fourteen (14) years of service (Longevity 2), and after twenty (20) years of service (Longevity 3). The Employee’s hire date with the District in any union or non-union position shall be used to calculate Longevity. Longevity changes will be made on July 1<sup>st</sup> of each year based upon the Employee’s calendar year of hire. For example, an Employee hired on April 1<sup>st</sup>, 2008 will receive Longevity 1 effective July 1, 2016. An Employee hired on November 1<sup>st</sup>, 2016 will receive Longevity 1 effective July 1, 2024.

	LI	LII	LIII
Foreman	\$ 0.64	\$ 0.97	\$ 1.28
Engineer	\$ 0.57	\$ 0.90	\$ 1.21
Skilled Trades	\$ 0.64	\$ 0.95	\$ 1.24
Semi-Skilled Trades	\$ 0.60	\$ 0.93	\$ 1.23
Special Ed. Para-Educator	\$ 0.66	\$ 1.01	\$ 1.36
ELD Para-educator	\$ 0.59	\$ 0.98	\$ 1.32

**Section 5. Pay Period.** The salaries and wages of employees shall be paid according to the District’s payroll schedule, which will be provided to the Union.

**Section 6. New/Changed Position.** If a new position should be created or a significant change is made in the method of operation, a temporary rate may be established by the Employer for a period not to exceed ninety (90) days. During this period the Employer and the Union shall bargain the rate for the position.

**Section 7. Mileage.** All employees required to drive their own vehicle during the performance of their job shall be paid the same as the IRS maximum rate in effect.

**ARTICLE 17. Annual Leave**

**Section 1. Annual Leave.** Annual leave shall be provided to cover absences without loss of pay for the reasons listed below. A day of leave shall be equal to the number of hours normally worked by the employee on a workday. Employees hired on or before May 9, 2007, shall continue to receive their annual leave days frontloaded into their leave banks at the beginning of their work year. Employees hired after May 9, 2007, shall accrue their annual leave days in relatively even increments throughout their work year with each payroll period.

<b>Employee Group</b>	<b>Annual Leave Days</b>	<b>Maximum Number of Annual Leave Days Allowed for Personal Business</b>
Skilled Trades Employees (All)	14	4
Special Education Para-educator Employees (All)	10	3
ELD Para-educator	10	3

All annual leave days shall be paid out upon the employee utilizing such days, according to the employee’s scheduled work hours per day. For example, a part time employee works two (2) hours per day and receives ten (10) leave days per year. If the employee is sick and uses one (1) day, this sick day would be paid at the two (2) hours per day work schedule.

**1. Personal illness/sick days:**

- A. Personal illness. Leave days are not permitted to be used for elective surgery during the school year by employees who are not scheduled to work during the student summer recess.
- B. Serious illness in the immediate family, which includes spouse, children and the members of the employee's household, parents and foster parents of employee or spouse, or brothers and sisters of the employee.
- C. Death of a relative.

**2. Personal Business.** Personal business days should be used for business activities that cannot reasonably be done outside of normal working hours. Prior approval should be received for personal business days at least a minimum of two (2) work days in advance of the personal business day requested. In the case of an emergency, the timeline can be waived by the department supervisor. Personal business days cannot be used on the day before or after a holiday or vacation, unless otherwise approved.

The employee may borrow in advance from the following year’s annual leave allowance by executing a promissory note in favor of the Troy School District, said note to be cosigned by the Union. Employee’s may carry over up to a maximum of five (5) personal days into the Employee’s personal day bank.

**Section 2. Accumulated Leave Days.** All the unused leave days shall be added at the end of each fiscal year to the employee's leave day reserve. Said leave day reserve may be used for reasons A, B, and C above and/or for a basis of calculating severance pay upon voluntary termination of employment with Troy Schools. Severance pay will not be paid in cases where at least two weeks notice of leaving was not given or where illegal, immoral, or other unethical conduct by the employee is involved. In case of death, the beneficiary designated on the Office of Retirement Services’ Public School Employees Beneficiary Nomination form shall receive said reimbursement.

In order to be eligible to receive severance pay, an employee must have a minimum of thirty (30) days in his/her accumulated leave bank. Accumulated leave days shall be paid as follows.

Accumulated Leave Bank Balance on Employee’s last day of employment	Amount of Severance Pay
At least 30–80 days	50% pay for each day
At least 100 days	45 days of pay
At least 110 days	50 days of pay

Seriously ill/disabled employees may receive donated days once during a school year. Prior to receiving donated days, he/she must have exhausted all of his/her sick leave days and all but five (5) vacation days (however, the employee may elect to exhaust all vacation days). Donated leave days may not exceed the number of days necessary for the employee to reach the long-term disability insurance eligibility date. Such donations are voluntary and will be deducted from the employee's total accumulation of sick days. No employee may donate more than a total of sixteen (16) hours per contract year to one individual. Cross-classification donations shall be permitted on an actual hourly basis.

**Section 3. Absence from a Paid Workday.**

- A. When an employee is absent from a paid workday, he/she shall not receive his/her salary for such day unless 1) his/her absence is covered under Section 1; and 2) the employee has notified the District of his/her absence according to the requirements contained in the classification-specific articles.
- B. Anyone wishing to take days off without pay before or after a paid holiday must make special arrangements with the department supervisor ahead of time, or risk loss of pay for the holiday. If more employees request time off than the Administration is able to provide substitutes for, the earlier requests will receive more consideration.

**Section 4. Adjustments Due to Unfinished Contract.** Employees who leave the employment of the Troy School District before termination of the current year's operation for reasons other than those beyond his/her control will forfeit one leave day for each school month remaining at the date of termination of services, whether or not such leave days have already been used. Adjustments for such forfeiture shall be made on the employee's final paycheck.

**Section 5. Worker's Compensation.** Any employee who is injured in the line of duty, shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan plus any other benefits from Social Security or other public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed sixty (60) calendar days, without reduction of accumulated sick leave instead.

**Section 6. Absence Due to Long Term Disability.** (See Article 18, Section 6).

**Section 7. Contagious Diseases.** Absence due to illness resulting from contact with children at school, if the contagious contact can be traced, will be paid for without deduction from sick leave days in cases of diseases such as mumps, measles, scarlet fever, whooping cough, chicken pox, hepatitis, pediculosis and conjunctivitis; but not for diseases such as influenza, colds, coughs or any other disease.

## **Section 8. Miscellaneous Absence.**

- A. **Absence due to Court Appearance.** In a case connected with employment in Troy Schools or due to being subpoenaed on any legal proceeding connected with Troy Schools, the employee will be paid for duties without being charged leave days.
- B. **Absence due to Jury Duty.** If an employee must serve on jury duty, he/she will be paid the difference between the jury pay and the employee's regular pay without loss of leave days.
- C. **Absence due to Religious Observances.** Absence due to religious observances may be deducted from the employee's annual leave as personal business days up to a maximum of two (2) more days of leave than normally allowed for personal business.
- D. **Conferences.** Approved attendance at conferences, conventions or other educational meetings will not result in a deduction from leave days and will be paid.
- E. **Union Conferences and Conventions.** Personal business days may be used for attendance at union conferences and/or conventions.
- F. **Association Business.** The Association shall be provided twenty (20) days per year for their collective use for Association business including attendance at conferences and workshops sponsored by the Association or affiliated organizations outside of the District. Any of the allocated Association days not used in a particular school year shall accumulate and be added to the following year's allotment, provided that the accumulated amount shall not exceed forty (40) days. The Association may request to purchase (at the employee's hourly rate) additional days from the district. The request shall be made in writing to the Assistant Superintendent for Employee Services.

## **ARTICLE 18. Insurance**

**Section 1. A. Insurance Eligibility for Employees.** Employees (except ELD para-educators) hired on or before June 30, 1995, must be regularly working twenty (20) or more hours per week to be eligible for the insurance specified in Article 18 on the first day of the month following the first day worked. Effective July 1, 2005, an employee will be eligible for insurance on the first day of the month following their hire. Based upon a medical insurance coverage plan year of January 1<sup>st</sup> –December 31<sup>st</sup>, the Employer will pay the actual cost (as defined per PA 152, as amended, and other applicable Public Acts) of the single, two-person (employee/spouse & employee/non-spouse dependent), or family medical insurance coverage selected by an eligible employee per the applicable terms of this Agreement. The District shall maintain compliance with the Publicly Funded Health Insurance Contribution Act) PA 152 of 2011) and employee payroll deductions are authorized as necessary for this purpose. During the term of this Agreement, the District shall pay the annual maximum amount allowable by PA 152 towards the total cost of the medical and prescription premiums for the plans offered (or the maximum contribution allowed by any contractual restrictions outlined in this agreement). The Board and Association agree to convene annually to review plan coverage offerings and employee premium contribution amounts consistent with PA 152.

Employees hired on or after July 1, 1995, and all ELD para-educators will receive the following Employer premium contribution toward their insurance:

Working regularly 20 –24.99 hours per week .....	50%
Working regularly 25.0 –29.99 hours per week .....	75%
Working regularly 30.0 or more hours per week .....	100%

Employees hired into a TESPAs position on or after July 1, 2011, shall only be eligible for District-paid single health insurance coverage per the above eligibility requirements. Two-person or full-family coverage may be obtained at the employee’s expense via payroll deduction as permitted by law.

**Section 2. Insurance Coverage.**

A. **Medical Insurance.** The District agrees to provide all eligible employees, upon their election and payment of applicable annual employee contribution amounts, with medical Insurance coverage under the District’s available plan options as outlined in Appendix A. Any annual employee contributions will be made via payroll deduction as permitted by law. Any change in or modification of the District’s available plan options and/or any adjustments (decreases or increases) in the accompanying annual employee contributions for other employee groups covered by this plan will also apply to TESPAs employees who receive such insurance coverage. However, unless otherwise required by law, an employee’s annual contribution shall not exceed 20% of the premium costs for such medical insurance coverage.

**Option In Lieu of Medical Insurance.** Employees who are eligible to be enrolled in medical insurance, but do not choose to enroll and who are not enrolled in another Board-sponsored medical insurance plan, the Employer will provide an advance election cafeteria plan that provides two thousand five hundred dollars (\$2,500.00). This benefit shall be prorated if the employee works less than thirty (30) hours per week. The proration shall be calculated according to Section 1 above. The number of people electing the option shall be determined at the close of business on the last day of the open enrollment period.

- B. **Life Insurance.** The Employer will pay the premium (per Section 1) on a \$30,000 term life insurance policy for ELD Paraeducators and Special Education Paraeducators. The Employer will pay the premium (per section 1) on a \$50,000 term life insurance policy for Skilled Trades. Such insurance may be converted to some type of individual life insurance plan at cost to the employee upon his/her termination.
- C. **Dental Insurance.** The Employer agrees to self-fund a dental plan that provides a Schedule of Benefits that is outlined in Appendix B. The plan shall provide for an internal and external coordination of benefits.
- D. **Vision Insurance.** The Employer agrees to self-fund a vision plan that provides a Schedule of Benefits that is outlined in Appendix C, which includes dependent college students up to age twenty-five (25). There shall be an internal and external coordination of benefits.
- E. **Long Term Disability Insurance.** The Employer agrees to pay the premium (per Section 1) on a policy that will provide long-term disability income insurance after the first sixty (60) calendar days of any illness or disability. Such insurance shall pay up to two-thirds (2/3) of his/her regular salary, subject to a maximum benefit of three thousand dollar (\$3,000) per month and reduced by any amounts paid or payable under Worker's Compensation, Social Security or the Michigan Public School Employees Retirement System. The remuneration under this Article is as established under the carrier's policy and is paid at the daily rate (seven days per week fifty-two weeks per year) or 1/365<sup>th</sup> of the annual salary of the employee. This remuneration is paid up to retirement, death or the ability to return to work, whichever occurs first.

**Section 3. Insurance Contracts.** All master insurance contracts will be kept by the Employer, and a complete copy of each contract will be given to the union President, upon request. In addition, employees will be given descriptive pamphlets of medical and ancillary insurance coverage at the time of open enrollment. Prior to open enrollment, the parties will meet to discuss the times, dates, and numbers of insurance meetings in an effort to accommodate the employee's work schedules.

**Section 4. Health Insurance While on Health Care Leave.** The Employer agrees to pay the premium (per Section 1) on the health care insurance policy for a maximum of one hundred twenty (120) calendar days for an employee who has exhausted his/her sick bank and is on a health care leave of absence awaiting the beginning of the qualifying period of the long-term disability income insurance policy.

An employee on a health care leave of absence may pay the District in advance of every month the premium cost to continue his/her health insurance during his/her COBRA eligibility period following the completion of the District's health insurance premium payment obligations.

**Section 5. Insurance While Receiving Worker's Compensation Insurance.** If an employee is injured on the job, the Employer agrees to continue to pay the premium (per Section 1) for the above insurances at no cost to the employee for a period not to exceed twelve (12) months from the date of injury. If the twelve months are not consecutive, then a total of twelve months of insurance shall be provided. A month will be counted if the employee is off work and drawing worker's compensation pay for more than fifteen (15) calendar days and receiving insurance.

**Section 6.** The nature, amount, extent, commencement, duration, and term of benefits and coverage, as specified for all insurances in this Article, shall be as provided in the insurance policies and rules and regulations of the insurance carriers. The Employer's only obligation shall be to pay the required premiums for said insurances. Any claim settled between the employee and the carrier shall not be subject to the grievance procedure of the collective bargaining agreement.

**Section 7.** In the event of an employee's death, the employer agrees to continue the employee's Family medical coverage through the end of the month in which the death occurs and to pay the cost of COBRA for one additional month.

#### **ARTICLE 19. Leaves of Absence**

**Section 1. Eligibility Requirements.** Employees shall be eligible for leaves of absence (except for FMLA leave that requires one year of employment and minimum of 1250 hours worked the year immediately preceding the leave) after serving the probationary period with the Employer, provided that such leaves of absence, except medical leaves of absence, shall be subject to the discretion of the Employer, and provided further that such leaves of absence shall not be granted if the efficient operation of the schools would be thereby jeopardized. An employee on a leave of absence, other than a medical leave of absence, shall not receive fringe benefits or accrue seniority unless he/she is receiving pay through use of accumulated leave days (including donated days), or vacation days, or is on military leave. Employees on medical leaves of absence shall be allowed to accrue a maximum of six months of seniority while on medical leave, and shall be eligible for insurance benefits as provided in Article 18, Section 4.

**Section 2. Application for Leave.** Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Superintendent for Employee Services with a copy to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The employee shall submit the request at least two (2) weeks in advance of the needed leave. This advance notice may be waived at the discretion of the Assistant Superintendent for Employee Services.

Authorization for a leave of absence, if granted, shall be furnished promptly to the employee in writing from the Assistant Superintendent for Employee Services.

A request for a short-term leave of absence (a leave not exceeding one (1) month) shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

**Section 3. Medical Leaves.** An employee shall be granted a medical leave of absence upon request and upon the written recommendation of his/her physician. Medical leaves shall be granted for up to the balance of the school year, and may be extended for up to one additional school year. Employees on medical leaves may return prior to the end of the medical leave. An employee must furnish the Assistant Superintendent for Employee Services with a letter from his/her licensed physician recommending and stating the reason for the medical leave of absence in advance of the commencement of said leave and/or at the time the employee requests a leave extension. Upon return to regular employment with a doctor's clearance, the employee will be reinstated in accordance with Article 8 of this Agreement. Any employee who is absent and using sick leave days is not eligible to be placed on District medical leave until he/she exhausts his/her sick and personal leave days. However, the District may charge the employee's absence against any Family and Medical Leave time to which he/she maybe eligible to receive by law. When he/she exhausts his/her sick and personal leave days, he/she shall immediately apply for a medical leave of absence from the District or the District may place him/her on a medical leave. Employees on medical leaves are not receiving pay from the District, and therefore, they are not accruing seniority or other benefits

**Section 4. Childcare Leave.** The Employer may grant leaves of absence for child care of up to one year. Childcare leaves must be requested in writing at least twenty (20) working days in advance of the desired start of the leave.

**Section 5. Union Leave.** One member of the Union elected to a local union position or selected by the Union for employment, which takes the member from his/her position with the Employer, shall, at the written request of the Union, receive a leave of absence for a period of one year, and said leave may be extended at written request by the Union. Reinstatement shall be in accordance with Article 9 of this Agreement.

**Section 6. Military Leave.** All provisions of this form of leave shall be in accordance with state and federal laws governing such leaves. An employee shall accrue seniority while on military leave.

**Section 7. Personal Leaves.** Employees may request leaves of absence for reasons not covered elsewhere in this Article. Such leaves may be granted at the discretion of the employer for up to one year.

**Section 8. Family and Medical Leave.** Employees may request or may be placed on leaves of absence, pursuant to the Family Medical leave Act of 1993 (FMLA). Employee's who are found eligible, shall be required to exhaust all paid leave entitlements, other than vacation, for which they may otherwise be eligible under the terms and conditions of the collective

bargaining agreement during their FMLA leave time. The rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement. Further, any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

## **ARTICLE 20. General Provisions**

**Section 1. Pledge Against Discrimination and Coercion.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, disability, religion, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees unless explicitly written to be gender specific.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative or any employee against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**Section 2. Union Bulletin Boards.** The Employer agrees to make available suitable bulletin board space in convenient places in each building to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin space. All such notices and bulletins shall be signed by authorized local Union representatives.

**Section 3. Union Activities on Employer's Time and Premises.** The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Union president, vice-president, association representative and grievance chairperson shall be allowed to do the following provided the Employer or its agent shall first approve any lengthy discussions and provided such discussions shall not substantially interfere with the employee's performance of his/her duties. However, during a discussion or conference, Association representatives will not be required to leave in order to return to work unless the meeting or conference is completed.

- A. Post Union notices in his/her own building.
- B. Transmit urgent communications authorized by the local Union or its officers, to the Employer, or its representative.

- C. Consult with the Employer, its representative local Union officer, or other Union representatives concerning the enforcement of any provisions of this Agreement.

**Section 4. Grievance Investigations.** The MEA UniServ Director and/or his/her designee shall have access to the premises of the school district at reasonable times to investigate grievances and other problems with which they are concerned. These representatives shall first notify the Assistant Superintendent Employee Services or the Superintendent of Schools, in the absence of the Assistant Superintendent for Employee Services, before going anywhere in the school district and receive his/her permission to do so, provided such permission shall not be unreasonably withheld.

**Section 5. Work Rules.** All existing work rules and practices will be subject to discussion before being changed, and all future work rules will be subject to discussion between the Employer and the Union before they become effective.

- A. Revising. When existing rules are changed or new rules are established, they shall become effective, except in emergency, ten days after being posted.
- B. Informing Employees. The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules as soon as they are printed and discussed with the local Union. New employees shall be provided with a copy of the rules at the time of hire.
- C. Enforcing. Employees shall comply with all reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure, during which time employee shall follow the rule.
- D. Job Descriptions. Job descriptions for each classification will be prepared within ninety (90) days of signing the contract. Any questions relative to job descriptions or lack of same shall be subject for special conference.

**Section 6. Seasonal Employment.** Any ten-(10) month employee desiring to have summer employment may apply for posted summer positions. If an employee is denied a summer position, the reasons will be provided in writing upon request.

**Section 7. Use of Facilities.** The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as other school organizations as established by District policy. The interschool mailing system shall be made available to the Association and its members.

**Section 8. Legal Counsel.** Upon request of an employee who is assaulted as a result of his/her school-connected duties, the Employer will provide preliminary legal counsel, but not representation.

**Section 9. Separability and Savings Clause.** If any provisions of the Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance

with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such provisions 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.

In the event that any provision is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of the Union and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability, that may arise by reason of the Employer's complying with any of the provisions of this Agreement.

**Section 10. Medical Exams.** The Board reserves the right to require an employee to be examined by a District-selected physician at District expense for health and/or safety reasons or other reasonable cause. The employee shall not lose pay for missing work time or be required to use available leave time for absences caused by the District requiring the employee to undergo such examination. The employee at his/her option may choose to provide to the District the results of a medical examination by his/her own selected physician, at his/her own expense. In the event that there is a dispute between the District's physician and the employee's physician, the employee shall be examined by a physician mutually selected by the District and Union, and if they cannot agree, then by a physician referred by Beaumont Hospital.

**Section 11. Uniforms.** Employees provided with uniforms by the District must wear and launder uniforms, unless laundry service is provided. During school recess periods, employees issued uniforms are subject to applicable department guidelines for appropriate dress. Employees not supplied uniforms are expected to dress appropriately. When an employee terminates employment, he/she shall be required to return all uniforms which include any Troy School District identification, and may be requested to return some or all uniforms to the District.

**Section 12. Identification Badges.** All Employees who are issued District identification badges must wear said badges so they are visible at all times while at work. If an employee changes job classification or location and his/her badge is outdated, it is his/her responsibility to contact the Employee Services Department to request an updated badge.

## **ARTICLE 21. Safety**

The Employer shall be responsive to safety concerns raised by employees and shall maintain reasonably safe working conditions.

An Employee shall not be assigned to work in a hazardous area, not operate any vehicle or equipment that is in violation of any applicable statute or governmental regulation relating to the safety of persons or equipment.

Employees shall immediately, or at the end of their shift, report any operating defects related to the safe operation of their vehicle or equipment. Such reports shall be made in writing on a suitable form furnished by the Employer, a duplicate copy to be retained by the Employee.

Health Protection. In order to provide continuing health protection for students and other school personnel:

- A. Upon initial employment each employee may be required to provide by certification from a licensed physician evidence of:
  - 1. Such state of physical and mental health that he/she is able to attend to his/her assigned duties, without undue absence during the ensuing year.
  - 2. Freedom from active tuberculosis and other communicable diseases.
- B. When required by law, the employee will show evidence of his/her continued freedom from active tuberculosis by either tuberculin skin test or chest x-ray.
- C. Employees shall not be required to work under unsafe or hazardous conditions which endanger the health, safety or well-being of the employee as determined by applicable regulations properly adopted by OSHA, the Department of Labor (29 CFR 1960) or state or local agencies having jurisdictions. Employees who are required to continue to work shall be reassigned to work at another location at their regular rate of pay.

## **Article 22. Skilled Trades**

**Section 1. Days, Weeks and Hours of Work.** Employees will be scheduled eight (8) hours per day, five (5) consecutive days per week for fifty-two (52) weeks per year.

**Section 2. Vacation.**

<b>Vacation Time</b>	<b>Upon Completion of</b>
2 Weeks	1 Year
3 Weeks	5 Years
4 Weeks	10 Years

**Section 3. Absence from a Paid Workday.** When an employee needs to be absent from a paid workday, he/she shall contact the Executive Director for Skilled Trades and Operations before the start of their scheduled shift.

**Section 4. Uniforms and Boots.** Annually, employees shall be provided with five (5) uniforms or four (4) uniforms and one set of coveralls and shall wear said uniforms while working as an employee. Additionally, employees shall be provided with rain gear (boots, raincoat, rain pants) as necessary and a jacket in school years that begin with even numbers. In lieu of rain gear, an employee may request one pair of insulated bib overalls. Employees shall be reimbursed up to two hundred dollars (\$200.00) one time each school year for the purchase of appropriate work boots.

**Section 5. School Closing.** On days when schools are closed for students, for weather, safety or other reasons, all employees shall be required to report for work and perform whatever duties that may reasonably be assigned, including snow removal. If weather conditions make it extremely difficult for the employee to report on time, the employee shall nonetheless report as soon as possible and work the regular number of hours, i.e., if a full time employee is scheduled to report at 7:00 A.M. and does not arrive until 9:00 A.M., the employee shall work from 9:00 A.M. to 5:30 P.M.

**Section 6. Inservice.** Employees hired on or before July 1, 1998, who participate in Employer-approved in-service training shall receive \$5.00 per month for each 100 hours of training received, up to a maximum of 400 hours, i.e., \$20.00 per month.

**Section 7. Clean-up Period.** Employees shall be granted a five-minute personal clean-up period prior to the start of the lunch period and prior to the end of the workday.

**Section 8. Shift Differential.** Employees shall receive a fifteen-cent (\$0.15) per hour differential for all work performed when a shift starts after Noon. For shifts commencing after 10:00 P.M., employees shall be eligible for a twenty-cent (\$0.20) per hour differential in addition to their base hourly straight time set forth in the Appendix.

**Section 9.** The employee will be reimbursed by the district for renewing required state licenses and certifications.

**Section 10.** If the district wants to hire an employee in skilled trades above the start rate, the district shall first discuss this with the Association President and/or his/her designee. The district will explain the reason for paying above the start rate and verify the employee's past experience.

The district may elect to increase pay rates or ranges, on either tier of the wage scale for any classification based on the need to be competitive in recruiting and maintaining positions which the district deems to be in high demand, or has a scarcity of qualified applicants. Under no circumstance however, may the district decrease the amounts designated in the wage scales except through negotiations. The district agrees to consult with the Association President and/or his/her designee before making any such decisions.

### **Article 23. Special Education and ELD Para-educators**

**Section 1. Days, Weeks and Hours of Work.** Special Education and ELD para-educators shall be scheduled to work on days when school is in session for students.

**Section 2. Vacation.** Special Education and ELD para-educators shall receive one (1) week after one (1) year or two (2) weeks after five (5) years of District employment. The Employee's hire date with the District in any union or non-union position shall be used to calculate annual vacation time. Vacation time may not be taken on days when school is in session unless specific authorization is granted by the supervisor. All unused vacation days shall be paid out annually at the last June pay date of the school year.

**Section 3. Absence Reporting.** When a Special Education and ELD para-educator needs to be absent from a paid workday, he/she shall contact the system-wide automated substitute caller at least one and one-half hours before the start of his/her shift.

**Section 4. School Closing.** On days when Troy School District schools are closed for students for weather, safety or other reasons, Special Education and ELD para-educators shall not report to work and will not be charged for the absence. Whenever the District reschedules schools closed for the aforesated reasons, Special Education and ELD para-educators will work without additional compensation. On days when students are dismissed early due to emergency situations, para-educators shall be excused as soon as all students and/or buses have left the building. When the District or a school building within the District is closed due to weather or an emergency, the District will announce the information through the local media. Employees who report for work when the District is closed due to weather conditions or an emergency shall not be eligible to receive minimum reporting pay.

**Section 5. In-service.** Special Education and ELD para-educators may apply for para-educator training at District expense.

**Section 6. Lunch Period.** Special Education and ELD para-educators will be provided a lunch period of thirty (30) minutes or a lunch period equal to that of the teaching staff, whichever is greater.

**Section 7. Inservice Training Days in August.** A Special Education and ELD para-educator may seek prior approval to attend the teacher in-service days in August. If a Special Education or ELD para-educator is approved to attend and attends the training, he/she shall be paid.

**Section 8. Translations Outside of Workday.** An ELD para-educator who does a translation outside of his/her regular work hours shall be paid a minimum of two (2) hours at time and one-half (1.5).

**Article 24. Termination, Renewal and Modification**

**Section 1.** This contract shall take effect as of July 1, 2016, and shall remain in force and effect through June 30, 2022. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification of a new contract.

**IN WITNESS WHEREOF** the parties have hereto set their hands and seals this day and year:

Executed at Troy, County of Oakland, State of Michigan, January 16, 2018.

**TROY SCHOOL DISTRICT  
ASSOCIATION/MEA/NEA**

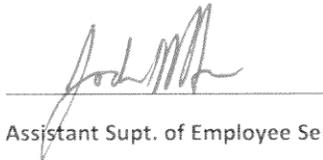
**TROY EDUCATION SUPPORT  
PERSONNEL**



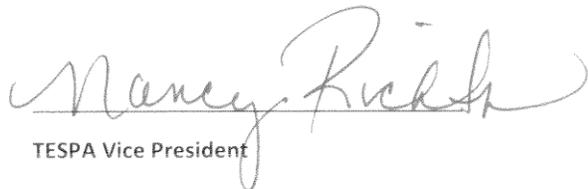
Board of Education President



TESPA President



Assistant Supt. of Employee Services



TESPA Vice President

**TESPA Salary Schedule 2016 –2022**  
**Effective July 1, 2018 - June 30, 2022**

							17/18	18/19	19/20	20/21	21/22
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Spec. Ed.	13.00	13.55	14.10	14.65	15.20	15.75	16.30	16.85	17.40	17.95	18.50
ELD	12.50	13.05	13.60	14.15	14.70	15.25	15.80	16.35	16.90	17.45	18.00
Foreman	27.50	28.05	28.60	29.15	29.70	30.25	30.80	31.35	31.90	32.45	33.00
Engineer/Licensed Skilled Trades	26.00	26.55	27.10	27.65	28.20	28.75	29.30	29.85	30.40	30.95	31.50
Skilled Trades (1)	25.00	25.55	26.10	26.65	27.20	27.75	28.30	28.85	29.40	29.95	30.50
Semi Skilled (2)	21.00	21.55	22.10	22.65	23.20	23.75	24.30	24.85	25.40	25.95	26.50

1. Employees will receive full step increment effective:

2018-2019 School Year: 1 Full Step beginning July 1, 2018

2019-2020 School Year: 1 Full Step beginning July 1, 2019

2020-2021 School Year: 1 Full Step beginning July 1, 2020

2021-2022 School Year: 1 Full Step beginning July 1, 2021

2. Longevity please refer to Article 16.4 page 17.

APPENDIX A

**Medical/Prescription Plan Overview**

CARRIER	BCBSM		BCBSM		BCBSM		BCBSM	
Effective Date	1/1/2016		1/1/2016		1/1/2016		1/1/2016	
Plan Title	Community Blue 2		Community Blue 3		Community Blue 4		HDHP	
Plan Basics	In-Net	Out-Net	In-Net	Out-Net	In-Net	Out-Net	In-Net	Out-Net
Individual Deductible	\$100	\$250	\$250	\$500	\$500	\$1,000	\$1,300	\$2,600
Family Deductible	\$200	\$500	\$500	\$1,000	\$1,000	\$2,000	\$2,600	\$5,200
Coinsurance Level	90% after deductible	70% after deductible	80% after deductible	60% after deductible	80% after deductible	60% after deductible	100% after deductible	80% after deductible
Individual Out-of-Pocket*	\$600	\$1,750	\$1,250	\$3,500	\$2,000	\$4,000	\$2,250	\$4,500
Family Out-of-Pocket*	\$1,200	\$3,500	\$2,500	\$7,000	\$4,000	\$8,000	\$4,500	\$9,000
<b>*Annual out-of-pocket maximums</b> -applies to deductibles, copays and coinsurance amounts for all covered services-including cost-sharing amounts for prescription drugs, if applicable								
Other Plan Details								
Hospital Services	90% after deductible	70% after deductible	80% after deductible	60% after deductible	80% after deductible	60% after deductible	100% after deductible	80% after deductible
Emergency Care (waived if admitted)	\$50 copay		\$50 copay		\$50 copay		100% after deductible	
Office Visits	\$10 copay	70% after deductible	\$10 copay	60% after deductible	\$20 copay	60% after deductible	100% after deductible	80% after deductible
Prescription Drugs (assumes In-Network)								
Generic	\$10 copay		\$10 copay		\$10 copay		\$10 copay after deductible	
Brand	\$40 copay		\$40 copay		\$40 copay		\$60 copay after deductible	
Mail Order Prescriptions	MOPD 2x		MOPD 2x		MOPD 2x		MOPD 2x after deductible	

\*\*Annual Rates are subject to change per Blue Cross Blue Shield

## APPENDIX B

### TROY SCHOOL DISTRICT Dental Benefits TESPACOB PPO Networks: ADN Dental Network, Michigan Dental Plan, DenteMax

<b>Maximum Benefits</b>	Plan year January 1 through December 31
Annual Maximum	\$1,000 per eligible individual for covered class I, II, and III services
Lifetime Maximum	\$1,000 per eligible individual for covered class IV services
<b>Class I Preventative Services –50%</b>	
Routine Oral Examinations	Twice per plan year
Prophylaxis (cleaning)	Twice per plan year
Topical Application of Fluoride	Twice per plan year to age 19
Space Maintainers	To age 19
<b>Class II Restorative Services –50%</b>	
Bitewing X-Rays	Once per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 60 months
All Other X-Rays	
Composite and Amalgam fillings **	
Inlays, Onlays and Crowns	Once per permanent tooth per 60 months
Root Canal Therapy	
Periodontal Skilled Trades	Once per 3 month period, following treatment
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	
Oral Surgery and Extractions	Medical plan primary for certain procedures
General Anesthesia or IV Sedation	Medically necessary and with covered oral surgery
Occlusal Guards	Once per lifetime
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 36 months, per arch
<b>Class III Major Services –50%</b>	
Complete and Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)	Once per arch per 60 months
Addition of Teeth to Partial Dentures	
<b>Class IV Orthodontic Services –50%</b>	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
<b>Not Covered</b>	
Sealants	
Implants and Related Restorations	
TMJ/TMD Treatment	
Cosmetic Treatment	
Deductible –None	
Missing Tooth Clause –None	
12 Month Billing Limitation	
Waiting Periods –None	
COB –Standard	

\*\*Composite not covered for posterior teeth, alternate benefit applies

\*\*Prosthetics are considered on delivery date

**\*\*Note –Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

## APPENDIX B

### TROY SCHOOL DISTRICT Dental Benefits TESPANon-COB

PPO Networks: ADN Dental Network, Michigan Dental Plan, DenteMax

<b>Maximum Benefits</b>	Plan year January 1 through December 31
Annual Maximum	\$1,000 per eligible individual for covered class I, II, and III services
Lifetime Maximum	\$1,000 per eligible individual for covered class IV services
<b>Class I Preventative Services –80%</b>	
Routine Oral Examinations	Twice per plan year
Prophylaxis (cleaning)	Twice per plan year
Topical Application of Fluoride	Twice per plan year to age 19
Space Maintainers	To age 19
<b>Class II Restorative Services –80%</b>	
Bitewing X-Rays	Once per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 60 months
All Other X-Rays	
Composite and Amalgam fillings **	
Inlays, Onlays and Crowns	Once per permanent tooth per 60 months
Root Canal Therapy	
Periodontal Skilled Trades	Once per 3 month period, following treatment
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	
Oral Surgery and Extractions	Medical plan primary for certain procedures
General Anesthesia or IV Sedation	Medically necessary and with covered oral surgery
Occlusal Guards	Once per lifetime
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 36 months, per arch
<b>Class III Major Services –80%</b>	
Complete and Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)	Once per arch per 60 months
Addition of Teeth to Partial Dentures	
<b>Class IV Orthodontic Services –90%</b>	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
<b>Not Covered</b>	
Sealants	
Implants and Related Restorations	
TMJ/TMD Treatment	
Cosmetic Treatment	
Deductible –None	
Missing Tooth Clause –None	
12 Month Billing Limitation	
Waiting Periods –None	
COB –Standard	

\*\*Composite not covered for posterior teeth, alternate benefit applies

\*\*Prosthetics are considered on delivery date

**\*\*Note –Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

Benefit	In-Network	Out-of-Network
<b>EXAMINATION</b> Once Every 12 Months	Covered 100%	(Reimbursed Amounts ) Up to \$49.50
<b>LENSES</b> Once Every 12 Months	Standard Glass or Plastic Covered 100%	Single Vision Up to \$64.90 Bi-focal Up to \$143 Tri-focal Up to \$150 Lenticular Up to \$159.50
<b>FRAME</b> Once Every 12 Months	Covered up to \$100 Retail Allowance  (20% discount off remaining balance over \$100 allowance) <sup>3</sup>	Up to \$100
<b>CONTACT LENSES</b> Once Every 12 Months  <b>ELECTIVE</b> <sup>1</sup>  <b>MEDICALLY NECESSARY</b> <sup>2</sup>	In lieu of Lenses/Frame)  Covered up to \$150 Retail Allowance (15% discount (Conventional) or 10% discount (disposable) off remaining balance over \$150) <sup>4</sup>  Covered 100%	(In lieu of Lenses/Frames)  Up to \$150

<sup>1</sup> Fitting & Follow-Up Fees are deducted from the Contact Lens Allowance shown above unless otherwise specified.

<sup>2</sup> Prior Authorization required from NVA

<sup>3</sup> Discount does not apply at Wal-mart/Sam's Club locations

<sup>4</sup> Discount does not apply at Wal-mart/Sam's Club locations, Cole corpora

NOTE: If covered participants choose extra options, they are responsible for the additional cost of the options paid directly to the provider.

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