

Collective Bargaining Agreement

**Troy School District
And
Troy Educational Secretaries Association
TESA/MEA/NEA**

July 1, 2024 – June 30, 2028

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PREAMBLE

This Agreement entered into by the Troy School District, hereinafter referred to as the Employer, and MEA/NEA and its local affiliate, the Troy Educational Secretaries Association (TESA), hereinafter referred to as the Association, TESA, and/or MEA/NEA has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, salaries, wages, 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 1. RECOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for all Troy School District employees holding bargaining unit positions per "Appendix B", hereinafter called employees, but excluding day-to-day, temporary employees (employees filling temporary assignments of sixty (60) or less consecutive working days), the Secretary to the Superintendent, the Secretary to the Assistant Superintendent, Employee Services, and the Assistant Superintendent, Business Services, all supervisory employees, and all other employees of the Employer.

ARTICLE 2. MANAGEMENT RESPONSIBILITIES

2.1 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 TESA/MEA/NEA, amount of supervision necessary, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the rights to purchase services of others. Regular employees shall be given first consideration for substitute or extra duty work, (i.e. summer secretary). Reference Article 3.4.

2.2 It is further recognized that the responsibility of the Employer for the selection and direction of the working forces, including the right to hire, 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 vested exclusively in the Employer, subject only to the provisions of law and other express provisions of this Agreement as herein set forth.

2.3 During the school year, there shall be in-service programs whenever they become necessary. When the District acquires new equipment, and/or software, training on said equipment and/or software, if necessary, shall take place on District time at no expense to the employee. New hires and transferred employees shall be scheduled for training and support in their new positions within fifteen (15) workdays of their start date in the new position, whenever feasible. If it is known that a secretary will be leaving, the secretary new to the position shall shadow the secretary who is leaving when practical. In addition, the parties agree to review and discuss necessary training and the process for meeting the training needs of employees annually through the Professional Relations Meeting process.

ARTICLE 3. HOURS OF WORK

3.1 The normal hours of work each day shall be consecutive according to job description and classifications as listed in the Board of Education policies except that they must be interrupted by a lunch period for those persons working six (6) or more hours per day, unless the building administrator and the secretary agree that the workload requires a secretary to work through their lunch. In this occurrence, the secretary shall be paid.

All secretaries' vacation and leave time calculations or accruals shall be calculated according to Appendix B, all level hours of work.

It is understood that the Employer may elect to declare a hard shutdown during winter recess, midwinter recess, and/or spring recess. When the Employer elects to implement a hard shutdown and a secretary is requested to work by the Administrator, it shall be voluntary and this work may be completed at a location that is mutually agreed upon, including remotely.

Winter Recess. If a hard shutdown is declared for winter recess, a 52-week employee who plans to work shall notify the Employee Services Manager by November 15 that their worksite will be shut down and they need to be relocated to another worksite during winter recess. The employee shall be notified of their alternate worksite including remotely by December 1.

Mid-winter Recess. If a hard shutdown is declared for mid-winter recess, a 52-week employee who plans to work shall notify the Employee Services Manager by January 15 that their worksite will be shut down and they need to be relocated to another worksite during mid-winter recess. The employee shall be notified of their alternate worksite including remotely by February 1.

Spring Recess. If a hard shutdown is declared for spring recess, a 52-week employee who plans to work shall notify the Employee Services Manager by February 15 that their worksite will be shut down and they need to be relocated to another worksite during spring recess. The employee shall be notified of their alternate worksite including remotely by March 1.

3.2 Except for part-time employees, the normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. When and if conditions arise such that hours of work and shifts and/or work weeks must be changed, such changes shall be subject to negotiation.

3.3 Work Shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and ending time of the scheduled workday.

3.4 Work Schedule. Work schedules showing the employees' shifts, workdays and hours shall be posted by the supervisor in each building. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Association and the Employer.

Employees whose standard workweek consists of forty (40) hours shall at their choice work forty (40) hours, workday to be eight (8) hours per day or thirty-five (35) hours, workday to be seven (7) hours per day during the summer workweek and be paid for the time worked. It is understood that summer work may need to be completed in the building. If approved by their immediate supervisor, the secretaries may work from home during the summer workweek.

3.5 Lunch Period. Where lunch programs exist within the elementary, middle, and high schools, employees assigned to said building shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes per day. If there is no lunch program within the building, employees assigned to said building may schedule a duty-free, uninterrupted lunch period of up to sixty (60) minutes per day. Hours and weeks worked are exclusive of the scheduled lunch period.

3.6 Rest Periods. All employees' work schedules shall provide a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled in the middle of each half shift, whenever this is feasible. Employees who for any reason work beyond their regular ending time of the scheduled workday into the next shift shall receive a fifteen (15) minute rest period before they start to work on such the next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

3.7 Use of Substitutes. Provided a qualified substitute is available, reasonable efforts will be made to assign a substitute at the Elementary and Middle School levels and in the High School Attendance Office when a secretary is absent for a half-day or longer.

3.8 Emergency Situations. On days when students are excused due to "Acts of God" (snow, ice, cold temperatures, power outages), or for safety reasons, secretaries are not required to report to work. On days when students are dismissed early due to an emergency situation the secretaries shall be excused by the appropriate administrator, as soon as feasible. In a non-student building, secretaries shall be dismissed at the discretion of their immediate supervisor.

3.9 Reporting Absences. When an employee is going to be absent, they shall make every effort to report the absence on the absence management system at least one and one-half (1.5) hours before the beginning of their shift starting time and contact their

immediate supervisor prior to the beginning of their shift to report said absence, unless there are extenuating circumstances.

ARTICLE 4. HOLIDAYS AND VACATIONS

4.1 Holidays. Employees shall not be scheduled to work on the following listed holidays, which fall during the regular school year, but shall receive regular pay for these days:

Labor Day
 Thanksgiving and Friday following
 Good Friday
 Memorial Day
 Christmas Day and one day before or after (coinciding with the school calendar)
 New Year's Day and one day before or after (coinciding with the school calendar)
 2 Additional Floating Holidays
Independence Day. If a less than 52-week employee is scheduled to work the day before or after Independence Day, the employee will receive holiday pay for Independence Day.

4.2 Holiday Work. If an employee works on any of the holidays listed above, they shall be paid the following premium rate:

Double time for all hours worked or compensatory time off at the rate of two hours for each hour worked.

4.3 Vacations. Employees will accrue vacation days. Employees will be eligible for vacation benefits upon completion of the probationary period. The time vacations will be taken is subject to the approval of the immediate supervisor. If the employee is unable to resolve the scheduling of vacation days with their immediate supervisor, they may appeal the matter to the Assistant Superintendent, Employee Services

Vacation time will be accrued based on the years of service within a bargaining unit position.	Less Than 52 Week Employees		52 Week Employees	
	Vacation Days Earned per Pay (20 Pays)	Total Days Earned	Vacation Days Earned per Pay (26 Pays)	Total Days Earned
First Year of Employment	0.25	5	0.385	10
Fifth Year of Employment	0.65	13	0.692	18
Tenth Year of Employment	0.90	18	0.885	23
	1 week of each of the above is paid during the winter recess			

52-week employees may elect up to three (3) unused vacation days to be cashed out at the end of the fiscal year.

Accumulated vacation, not to exceed ten (10) days, may be carried to the succeeding fiscal year.

When mid-winter recess is scheduled, 52-week employees may request to take vacation days or time without pay (see Article 5.3 for time off without pay). Less than 52-week employees may request to receive vacation pay during mid-winter recess.

4.4 By June 1st, all employees shall receive written notification of the exact days to be worked in the subsequent fiscal school year. Said notice shall be sent from the Employee Services Department with a copy to the immediate supervisor.

4.5 Vacation Day Cash Out. Employees retiring or giving appropriate two-week notice of resignation will be paid at their daily rate for accrued unused vacation days.

ARTICLE 5. LEAVE DAYS

5.1 Annual Leave. Upon completion of the sixty (60) working days probationary period, a total of twelve (12) leave days for less than 52-week employees and a total of fourteen (14) leave days for 52-week employees per year shall be given without loss of pay, for the following reasons:

1. Personal illness
2. Illness and medical appointments for family
3. Death of a relative
4. Personal business
5. The employee may borrow in advance from the following year's annual leave allowance by executing a promissory note in favor of the School District, said note to be cosigned by the Association.

5.2 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, provided that such leave day reserve shall not exceed a total of one hundred eighty (180) days. Said leave day reserve may be used for reasons 1, 2 and 3 above and/or as a basis for calculating severance pay of one half (0.5) of a maximum of eighty (80) days of accumulated leave upon termination of employment in the Troy School District, providing the employee has five (5) or more years of active service with the District. In addition, an employee who is leaving employment with the District for purposes of immediately activating their retirement from the Michigan Public School Employees Retirement System, shall be eligible to accrue and calculate severance pay on an additional twenty (20) leave days upon termination of employment. Said leave day accrual and severance calculation shall be done on the same basis as the first eighty (80) leave days. Severance pay will not be paid in cases where two weeks' notice of leaving was not given or where illegal conduct

by the employee is involved. In case of death, the employee's beneficiary or beneficiaries as stated on the retirement card shall receive all benefits due the employee.

Terminal Pay. All employees who retire with ten (10) or more years of service in Troy shall, at their option, be paid terminal pay as set forth below in lieu of severance pay for accumulated sick leave. An employee who opts to receive severance pay for accumulated sick leave shall not be eligible for terminal pay.

10-14 years of service - \$1,000.00
15-19 years of service - \$100/year of service
20 or more years of service - \$150/year of service

In case of death, an employee's beneficiary shall be paid the employee's severance pay for one half of a maximum of eighty (80) days of accumulated sick leave or the employee's terminal pay, whichever is greater.

5.3 Absence from a Paid Workday. When an employee is absent from a paid workday, they shall not receive their salary for such a day unless their absence is covered under Article 5.1.

Should it become necessary for an employee to take time off without pay, the employee shall submit a request for time off without pay to the Assistant Superintendent, Employee Services at least five (5) days before the date(s) requested. Permission may be granted:

1. If the absence(s) does not hinder the operation of the department.
2. If the employee has not developed a habit of misuse of this opportunity.

If the Assistant Superintendent, Employee Services denies the request, the employee may appeal the denial to the Superintendent, whose decision is final and binding, and not subject to the grievance procedure.

Should an employee be absent after permission has been denied, they are subject to disciplinary action.

5.4 Adjustment 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 their control will forfeit one (1) leave day for each school month remaining at the date of termination of services, whether such leave days have already been used. Adjustment for such forfeiture shall be made on the employee's final paycheck.

5.5 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 their regular salary for a period not to exceed sixty (60) calendar

days, without reduction of accumulated leave days. In all cases it is the employee's responsibility to fill out the necessary forms, including requesting leave days without reduction when applicable.

5.6 Absence Due to Court Appearance.

- A. In a case connected with employment in the Troy School District or due to being subpoenaed on any proceeding connected with the Troy School District, the employee will be paid for the court or hearing appearance without being charged leave days.
- B. **Jury Duty.** If an employee must serve on jury duty, they will be paid the difference between their jury pay and their regular pay, without loss of leave days.

5.7 Absence Due to Illness Resulting from Contact with Children at School. If the contagious contact can be traced, the employee will be paid (without deduction from leave days) in cases of diseases such as mumps, measles, scarlet fever, whooping cough, chicken pox, head and body lice, hepatitis, pin worms, scabies, RSV and strep throat but not for diseases such as influenza, flu, COVID, colds, coughs or any other diseases.

5.8 Absence Due to Religious Observances may be deducted from current leave bank as personal business days up to a maximum of three (3) more days of leave than normally allowed for personal business.

5.9 Approved attendance at conferences or conventions or other educational meetings, including in-service training, will not result in deduction from leave days but will be paid for in accordance with Board Policy.

5.10 An employee's seniority continues to accrue as long as they are being paid, either through their regular salary, using accrued leave days, or utilizing a sick bank. However, once they stop receiving payment, such as during unpaid leave, their seniority freezes.

ARTICLE 6. LEAVES OF ABSENCE

6.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after serving a probationary period of sixty (60) working days with the Employer, provided that such 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 District would be thereby jeopardized.

6.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Superintendent, Employee Services with a copy to the employee's immediate supervisor. The request shall state the reason for the leave of absence being requested and the length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the Employee by the Assistant Superintendent, Employee Services and shall be in writing with a copy to the employee's immediate supervisor, and to the TESA/MEA/NEA President.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

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.

6.3 Leaves of Absence for a limited period of time not to exceed one (1) year may be granted. Upon termination of said leaves of absence, the employee shall be reinstated to their former position, or one (1) reasonably equivalent thereto, if they request reinstatement in writing at least thirty (30) calendar days before the expiration of the term of such leave.

6.4 Medical Leave. The Employer will grant a leave of absence for medical or maternity reasons without pay and benefits to any regular employee upon written request. Such leave of absence shall be for a period of up to one (1) year and may be renewed upon request for one (1) additional year. Upon return to regular employment, the employee will be assigned to their previous position or to one similar to it. It is the employee's responsibility to request in writing a reinstatement of their former position or one equivalent. This should be done at least thirty (30) calendar days before such leave is terminated.

6.5 An employee shall not accrue seniority while on unpaid leave but shall retain previously accrued seniority.

6.6 An employee shall accrue seniority while using paid leave days. An employee who is absent beyond their accumulated paid leave days shall continue to accrue seniority until they are placed on an unpaid leave of absence.

6.7 An employee who takes a day(s) off without pay as provided for in Section 5.3 shall not lose seniority for the day(s) off.

6.8 Employees requesting leaves of absence, pursuant to the Family Medical Leave Act of 1993 (FMLA), who are found eligible, will be required to exhaust certain paid leave entitlements 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 7. WAGES

7.1 Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

7.2 Employees shall move from the minimum step in the pay range to the maximum step in annual increments or fractions of increments where appropriate, except that the Employer may give credit up to Step 5 on the appropriate schedule for previous educational secretarial experience or up to Step 3 on the appropriate schedule for previous non-educational secretarial experience in placing a new employee at an appropriate step.

7.3 Pay Period. The salaries and wages of employees shall be paid biweekly on Friday (or earlier) of the appropriate week. In the event this day is a holiday, the preceding day shall be payday.

7.4 Employees will have the option to escrow with the district a percentage, determined by the employee, of their wage to be paid back to the employee when the employee requests it. The payroll office shall be notified in writing by the employee at least two (2) weeks before the first pay day in the employee's work year of this election. Having once made the election the option shall continue from year to year unless changed in writing by the employee at least two (2) weeks before the first pay day in the employee's work year.

7.5 Mileage. When it is necessary for the TESA/MEA/NEA employees to use a personal car for school business, the reimbursement shall be at the maximum non-taxed rate allowed by IRS.

7.6 Work Performed in the Absence of a Substitute. At such times when a substitute secretary is not available, the TESA secretary will be eligible for an increased rate of pay based on the criteria below:

A. Elementary and Middle School

- After three (3) consecutive days with no substitute coverage as recorded in the absence management system (payment will begin on the fourth (4th) day) OR
- After ten (10) total days for the school year as recorded in the absence management system (payment will begin on the eleventh (11th) day
- \$6 per hour increase in half day or full day increments
- A TESA timesheet (included in the contract) needs to be filled out and approved by your administrator.

B. High School and Non-Student Buildings

- Any overtime required to fulfill any duties of an absent secretary and maintain their own job responsibilities shall receive up to four (4) hours of overtime per day or as deemed necessary with your administrator's approval.

- Employee will add overtime hours to their electronic timesheet with a notation of the absent secretary's name in the comment section.

7.7 Longevity. The Employee's hire date with the District shall be used to calculate longevity. Longevity changes will be made on July 1st of each year based upon the Employee's calendar year of hire. The following table shall apply for their hourly longevity payment in addition to the employee's current hourly wage on the wage scale.

Upon Completion of Eighth (8 th) Year	\$0.50/hour
Upon Completion of Tenth (10 th) Year	\$1.00/hour
Upon Completion of Fifteenth (15 th) Year	\$1.25/hour
Upon Completion of Twentieth (20 th) Year	\$1.75/hour
Upon Completion of Thirtieth (30 th) Year	\$2.50/hour

ARTICLE 8. OVERTIME

8.1 Rate of Pay. Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- A. All secretarial and clerical work performed in excess of thirty (30) hours per week or six (6) hours per day or the regular hours specified in Appendix B, whichever is greater, or on Saturday
- B. All work performed on Sunday shall be double (2x) the employee's regular hourly rate of pay, except as described below:

The overtime rate specified above for Saturday and Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week. These employees shall be paid a rate of not less than one and one half (1.5) hours for each hour worked or double (2x) time for all work performed on the sixth (6th) or seventh (7th) day, respectively, of their regular work week.

- C. Work performed on holidays shall be paid at double (2x) the employee's regular hourly rate of pay.

8.2 All overtime work must be approved by the employee's immediate supervisor in advance. This overtime will be paid at the overtime rate. If there is a necessity for continuous overtime, the supervisor will bring this to the attention of Employee Services.

8.3 The District shall allow compensation time consistent with the requirements of the Fair Labor Standards Act (FLSA) currently a rate of not less than one and one half (1.5) hours for each hour worked. An employee may request compensation time in lieu of monetary compensation for all pre-approved overtime worked. Approved compensation time will take place on a mutually agreed upon date(s). A supervisor's denial of an

employee's request for use of compensation time may not be subject to the grievance procedure.

ARTICLE 9. SENIORITY

9.1 Probationary Period. The District shall provide the employee with the tentative date when their probation period of sixty (60) working days will end at the time of their employment. During a sixty (60) working day probationary period, the Employer shall have the sole right to discharge and issue disciplinary action. The grievance procedures hereinafter established shall not be applicable to probationary employees.

9.2 After the expiration of the sixty (60) working day probationary period, the employee shall be placed on the seniority list, retroactive to their first day of regular employment. In the event two (2) or more people begin work on the same date, the date/time of hire will be used to determine the order of the seniority listing.

9.3 Seniority Date shall be the most recent date of hire for a TESA/MEA/NEA position. In the event two (2) or more employees have the same date of hire, their ranking shall first be determined by previous service in a bargaining unit position. The most previous service shall rank first. If two (2) or more employees still have the same seniority rank after the previous service application, the seniority rank shall be determined by a lottery system. The Employer shall advise the Association President and the tied employees at least five (5) weeks before the lottery. The employees shall be permitted to draw a number. The lower number shall cause the ranking to be first. If the employee does not participate in the lottery, the President of the Association shall draw a number.

9.4 An employee who is a member of the Association and leaves to take a position in another Association or an exempt position with the Employer and returns to the Association shall receive seniority credit for the prior service in the Association but shall not accrue seniority while out of the Association.

9.5 Other than as specifically provided here or in Article 6, seniority credit will be counted only for continuous service within the Association.

9.6 Seniority for the purposes of longevity only shall be total service to the Employer.

9.7 An up-to-date seniority list shall be maintained by the Employer. Two (2) copies of the seniority list shall be furnished to the Association President on or about October first (1st) and March first (1st) each year. The seniority list shall include date of hire in ranked order, classification, and step on the salary schedule.

9.8 Loss of Seniority. Seniority shall be broken, and the employee shall be removed from the seniority list only for the following reasons:

- A. If the employee withdraws from employment.

- B. If they are discharged, and the discharge is not reversed through the grievance process of this Agreement.
- 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, the Employer reserves the right to re-employ and maintain the seniority of the individual based upon information confirming a circumstance beyond the employee's control.
- D. If they fail to return to work from a layoff when recalled from layoff or fail to return from a leave upon expiration of the leave, within ten (10) consecutive working days.
- E. If they overstay a leave granted for any reason, as provided in this Agreement, an acceptable, reasonable extended time beyond granted leave time should be given consideration, providing the request for extension is made prior to the expiration of the leave or if they fail to return from a leave upon expiration of the leave, within ten (10) consecutive working days. The district shall send notification to the secretary ten (10) workdays before the projected end of their leave.

ARTICLE 10. LAYOFF AND RECALL

10.1 When a reduction of employees in bargaining unit positions is deemed necessary by the Employer, it shall first attempt to accomplish the necessary reduction by normal attrition.

10.2 At least four (4) weeks prior to the notice of layoff, the Employer shall meet with the Association to provide reasons for the layoffs and to discuss any alternatives. Prior to the issuance of a layoff notice, a meeting will be scheduled with Employee Services, the employee, and president of the Association or designee.

10.3 The procedure for involuntary layoff shall be:

- A. The employee(s) that are being eliminated will be declared surplus.
- B. The least senior employees shall be laid off according to the most recent seniority list.
- C. The positions vacated by the laid-off employees shall be posted internally prior to being posted externally and filled pursuant to Article 11.
- D. **Promotions and Transfers.** The District shall not be required to have more than two (2) rounds of postings in accommodating the layoff situation.
- E. If a position is not filled because no applicant met the qualifications listed in the posting, then the District shall make one (1) or more transfers (as per Article 11.4 Transfer) among existing staff to fill the position. However, it is understood and

agreed that no transfer shall occur under this section which results in a loss of pay to the transferee. If there is a person on layoff, the laid-off person shall be recalled and assigned to the position.

- F. In the event an employee who has taken a new position under this Section is not performing the duties of the new position satisfactorily after a period of sixty (60) calendar days, the District, after consultation with the Association, shall make the necessary reassignments.

10.4 A surplus employee may elect to take a layoff rather than receive a new assignment as provided in Section 10.3.

10.5 The Employer shall send written layoff notices to the employees that will be laid off at least four (4) weeks prior to the effective date of the layoff.

10.6 Laid-off employees shall retain recall rights for three (3) years or the length of their seniority at the time of layoff, whichever is less. In the event an employee who has been laid off is mailed a notice of recall by certified mail, return receipt requested, to their last known address on file in the Administrative Center, and such employee does not notify the Employer in writing by certified mail, return receipt requested, within ten (10) days after such offer of recall of their acceptance, then such employee shall have no further rights of reinstatement unless approved by the Employer in writing.

It is understood that it is an employee's responsibility while on layoff to keep the Employer informed in writing of their current address, and their failure to do so constitutes a waiver of their reinstatement rights.

10.7 The order of recall shall be most senior recalled first. Employees recalled shall be reinstated with their adjusted date of first employment, their accumulated sick bank entitlement, if applicable, and on the appropriate step on the salary schedule in effect for the employees at the time of layoff.

In the event a TESA position vacancy occurs, and the District determines that it will recall a laid-off TESA member, the open position will be posted. All active TESA members who meet the posted qualifications shall be eligible to apply for the position. The District is not obligated to post any resulting vacancies.

10.8 Employees who receive new assignments as a result of a layoff situation or are recalled must be qualified for the position. An employee is considered qualified if they meet the qualifications listed in the job description. If the employee does not meet the qualifications for the position, they may remain on layoff.

10.9 In order to provide for recall, the Employer shall make transfers, when necessary, that do not result in reducing the transferred employee's income.

10.10 Normal attrition may include voluntary leaves or voluntary layoffs. If this section is to be used, the Association President shall be notified, and the Employer and the Association shall work out the specific procedures to be followed.

10.11 In all cases the official TESA/MEA/NEA seniority list shall be used.

10.12 A secretary who is laid off and who is paid unemployment compensation benefits associated with their regular clerical assignment during the summer immediately following the layoff, and who is subsequently recalled to a bargaining unit position by September fifteenth (15th) of the following school year, will be paid their regular wage less the amount of unemployment compensation. The total unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had they been employed the entire school year.

ARTICLE 11. PROMOTIONS AND TRANSFERS

11.1 Job vacancies shall be posted for a period of seven (7) calendar days, excluding Saturday and Sunday. Job postings will contain the qualification criteria for the position. Employees interested shall apply within the posting period. All internal applicants who meet the posted qualifications will be interviewed and notified of a decision within fifteen (15) administrative working days of the expiration of the posting. Any employee receiving the promotion shall be given a trial period of up to sixty (60) days. Employees who fail to qualify shall be returned to their former position or one (1) of like level, compensation, and calendar without loss of seniority. The Employer supports a policy of promotion from within; however, this shall not prevent the School District from disqualifying the employee.

11.2 When an employee applies and is awarded a new position at a higher level, said employee shall move one (1) step on that new level salary schedule at the time they start in the new position.

11.3 New Position When a new position is created the District and Association shall meet and agree on the rate of pay and the position shall be posted.

Temporary assignments of more than sixty (60) consecutive working days and vacated positions must be filled no later than thirty (30) days following the start of the temporary assignment or employee job termination, providing proper notice is given to the Administration. If the above provision is not met, the Administration will meet with the Association to discuss the reasons, therefore.

Temporary assignments of sixty (60) or less consecutive working days may be filled as determined by the Employer.

11.4 The minimum qualifications for employees shall include graduation from high school or its equivalent and a knowledge of office skills.

11.5 Transfer. Any employee may file a request for a transfer with the Assistant Superintendent, Employee Services, at any time. A regulation form may be provided by the Association.

Employees are subject to transfer from position to position at the discretion of the Assistant Superintendent, Employee Services after consultation with the principal or other administrators involved. In general, unrequested transfers will not be made unless necessary, the best interests of the most children will be the final criterion in all cases.

The President of the Association (TESA) and/or their designee shall be informed of a transfer being initiated and whether the transfer is requested or unrequested. A meeting may be requested with the Assistant Superintendent, Employee Services or designee to discuss said transfer.

When it becomes necessary to make unrequested transfers, the Assistant Superintendent, Employee Services, shall meet with the transferee before the transfer to show just cause, if requested.

11.6 Vacant position. All open/vacant positions shall be posted within ten (10) working days of being vacated and the posting shall be sent to the Association President and/or their designee the same day the position is posted. The employer and the Association president and/or their designee will discuss and only with mutual agreement, extend the posting of a position beyond the ten (10) days of being vacated. Any decision by the District to not fill a vacated position will be discussed with the Association and the position shall be designated as a dormant position.

11.7 The Association President and Treasurer shall receive notification via email for all TESA employee changes within five (5) working days of the change: new hires, transfers, retirements, promotions, resignation, leaves of absences lasting longer than thirty (30) calendar days, etc.

ARTICLE 12. DISCIPLINE AND DISCHARGE

12.1 Discipline. Disciplinary action or measures shall include only the following:

- Oral Reprimand
- Written Reprimand
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for reasonable and just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other people. The employee shall be offered a building representative of their choice in the meeting within their Association.

12.2 Discharge. The Employer shall not discharge any employee without just cause. The Employer may put the employee on a paid administrative leave during the investigation. The Association President and/or Designee shall be kept updated and have access to the investigation notes before an employee is discharged or reprimanded. If the Employer feels there is just cause for discharge, the employee involved will be discharged. The employee and their Association representative will be notified in writing that the employee has been suspended and/or discharged.

ARTICLE 13. GRIEVANCE PROCEDURE

13.1 Grievance Procedure. The Appendix contains the Grievance Report Form.

- A. A grievance is defined to be a complaint by an employee within the Association based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.
- 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 Association, provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given the opportunity to be present at such adjustment. Likewise, nothing contained herein shall preclude the Employer from utilizing the grievance procedures set forth herein in connection with grievances.
- C. The Association is prohibited from processing a grievance on behalf of an employee or group of employees without the employee(s) initiating the grievance.
- D. Grievances shall be settled in the following manner:**

Step 1. An employee with a grievance will first discuss it with their immediate supervisor with the objective of resolving the matter informally. An Association representative should be present during the discussion.

Step 2. If the grievance has not been settled, it shall be reduced to writing and presented within five (5) working days to the immediate supervisor or their designated representative who shall forthwith meet and adjust the grievance with the employee and the Association representative.

Step 3. If the grievance remains unadjusted for five (5) days after, it may be presented in writing by the employee or Association to the Assistant Superintendent of Employee Services within five (5) days after the response of the

department head with copies to the Association representative and immediate supervisor. The Assistant Superintendent of Employee Services will set up a meeting to discuss the grievance within five (5) working days. Within five (5) working days after such a meeting, the Assistant Superintendent of Employee Services shall give their answer in writing to the Association representative with copies to the employee and their immediate supervisor.

Step 4. If the grievance is still unsettled, the Association may, within fifteen (15) days after the Step 3 answer, or date, the answer is due, submit the grievance to arbitration. The rules of the American Arbitration Association shall govern the filings of the demand for arbitration, the selection of the arbitrator, the conducting of the hearing, and all other matters surrounding the arbitration process.

The power of the arbitrator stems from this Agreement and their function is to interpret and apply this Agreement and to pass upon alleged violations thereof. They shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall they have any power or authority to make any decision which requires the commission of an act prohibited by law or violates the terms of the Agreement.

The cost for the services of the arbitrator, including per diem expenses, and the American Arbitration Association filing fees, shall be borne equally by the School District and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

The arbitrator shall have authority in cases where a member has been discharged, disciplined, or deprived of any compensation to reinstate with no full or partial reimbursement of compensation lost and to restore fully, partially or not at all, other rights and conditions of employment. The decision of the arbitrator shall be final and binding on the School District, the Association and the employee.

13.2 Time Limits. No grievance shall be processed unless it is presented within ten (10) working days of its occurrence. The time limits set forth above in Steps 1 through 4 may be extended for good cause shown and mutual consent of the parties. Said extension shall be in writing by the party requesting the extension. The time limits set forth herein or agreed upon shall be adhered to by both parties. If the Employer fails to respond to a grievance within the time limits set forth at any step, the employee may proceed to the next step. Any grievance not advanced to the next step by the employee and/or Association shall be deemed abandoned.

13.3 Days. The term days shall mean scheduled workdays, Monday through Friday, exclusive of holidays, Winter (Christmas) Recess and Spring Break as identified by the Troy School District.

13.4 Work Time, Grievance Process. Before commencing the investigation of any grievance (that requires action during working hours), the Association or employee shall get the permission of their immediate supervisor. It is understood by the parties, however,

that the investigation, presentation, or consultation on grievances should be carried on outside working hours whenever possible. However, the grievant and one (1) Association representative shall be released without loss of pay to take part in arbitration.

13.5 Special Conferences. Special conferences for important matters will be arranged between the Association or individual employee and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Association.

13.6 Any agreement reached between the School District and the Association is binding on all employees affected and cannot be changed by any individual.

13.7 No grievance shall be filed or processed further by any employee or the Association after the effective date of the employee's resignation unless the grievance arises out of previous employment and is filed within ten (10) working days (as per Section 13.2).

ARTICLE 14. NEGOTIATION PROCEDURES

14.1 Discussion of Non-agreement Items. It is agreed that items not covered by this Master Agreement but of common concern to the employees and administrators in the School District may be discussed from time to time. The practice of free and open discussion between employees and administrators is to be preserved and the formulation of a Master Agreement is not intended to limit the areas of discussion or concern.

14.2 Negotiation Teams. In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the parties mutually pledge that representative selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject to only such ultimate ratification.

14.3 Mediation. The Board of Education and the Association agree to follow the course of action specified in the law should the parties fail to reach an agreement.

14.4 Negotiation Time. Negotiations shall be carried on at times mutually agreed upon.

14.5 Caucus. At any time in the course of negotiation, each team may caucus separately and briefly.

14.6 Sharing Data. During negotiations, the Employer and the Association shall present relevant data, exchange points of view and make proposals. The Employer shall

make available to the Association for inspection of all pertinent public records of the School District, excluding confidential records.

14.7 Use of Outside Consultants. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. If either party intends to use such consultants, it will notify the other party at least five (5) days in advance of such use or a shorter time by mutual agreement.

14.8 Meeting Location. It is agreed that negotiation meetings will be held at such places as may mutually be agreed upon.

14.9 Record of Negotiation Session. Agreements reached during each negotiating session shall be reduced to writing. It is understood, however, that such writings will be edited and refined during the course of the collective bargaining preparation and that all such agreements are tentative and may be abandoned later in the negotiations in favor of some other item.

ARTICLE 15. STRIKE PROHIBITION

During the term of this Agreement, the Association agrees that it or the employees shall not authorize, sanction, condone or acquiesce in any strike as defined by applicable law. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts or interference of any kind whatsoever with operations at any of the facilities of the Troy School District. This provision is not intended to interfere with or preclude any employee from free speech picketing when school is not in session.

ARTICLE 16. INSURANCE

For all seniority employees working regularly thirty (30) or more hours per week, the Employer agrees to pay the maximum allowable premiums for twelve (12) months on policies that will provide the coverage listed below. All employees hired to work twenty (20) hours or more but fewer than thirty (30) hours per week shall receive prorated fringe benefits paid by the Employer equivalent to the percentage of the time the employee is scheduled to work. The Employer's contribution for prorated benefits shall be on the basis of the following schedule:

Hours per Week	Percentage of Fringe Benefits Paid by Employer
20 - 24.9 Hours	50%
25 - 29.9 Hours	75%
30 plus Hours	100%

The nature, amount, extent, commencement, duration and term of benefits and coverage 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. Any claim settled between the employee and any of the carriers shall not be subject to the grievance procedure of this collective bargaining agreement.

A. **MESSA PAK**

PAK A HEALTH INSURANCE

1. **Medical.** An employee choosing Pak A as their option shall be enrolled in one of the following health care plans which can be found on the District intranet.

If the health insurance carrier requires an employee who is eligible for MEDICARE to make MEDICARE payments, thereby reducing the District's monthly health insurance premium, the District will reimburse the employee the amount of their MEDICARE premiums.

In the event a national health insurance plan is enacted by Congress, which duplicates existing coverage at an additional cost to the Employer, Article 17 shall be reopened for purposes of negotiation upon the request of either party to this collective bargaining agreement.

2. **Vision/Dental/Life/LTD Coverage.** The District shall pay the actual cost of these insurances at the current benefit levels for eligible employees.
3. **Dental Care.** Each employee shall be enrolled in dental coverage, with coverage at 80/80/80/80, \$800 annual limit \$1,000 orthodontia limit.
4. **Vision.** Each employee shall be enrolled in vision coverage.
5. **Life Insurance.** Each employee regularly working twenty (20) hours or more per week shall be enrolled in a Life Insurance policy, which includes AD & D term life insurance, in the amount of \$31,000 (inclusive of the \$5,000 provided with the enrollment in a medical insurance plan through MESSA). Such insurance may be converted to some type of individual life insurance plan upon termination of employment according to the policy (insurance) provisions. An employee's eligibility for this life insurance benefit shall be subject to the insurance carrier's exclusions, if any, and appropriate schedule of benefits.
6. **Long-Term Disability Insurance.** Each employee regularly working twenty (20) hours or more per week shall be enrolled in long-term disability insurance. The policy will cover the employee after the first sixty (60) calendar days or after the exhaustion of their accumulated leave days, whichever comes later, of any illness or disability. Such insurance shall pay two thirds (2/3) of their regular salary subject to a maximum benefit of \$2,400/month and reduced by an amount paid or payable under Worker's Compensation, Social Security and any School sponsored pension plan. The remuneration under this Article is as

established under the company's policy and is paid at the daily rate (7 days/week, 52 weeks/year) of 1/365ths of the annual salary of the employee.

7. **Employer Contribution Cap.** Employees hired into TESA positions before July 1, 2011. During the term of this Agreement, the District shall pay the annual maximum amount allowable by PA 152 toward the total cost of the medical and prescription premiums for the plans offered. The Board and Association agree to convene annually to review plan coverage offerings and employee premium contribution amounts consistent with PA 152.

Employees hired into TESA positions on or after July 1, 2011. During the term of this Agreement, the District shall pay the annual maximum amount allowable by PA 152 toward the total cost of the medical and prescription premiums for single subscriber coverage for the plans offered. Employees hired after July 1, 2011, may purchase up to two-person or full family coverage at their expense.

Any remaining health insurance premium costs will be paid by the employee via pre-tax contribution, as permitted by law. This employee pre-tax contribution, as permitted by law, will be deducted through payroll over twenty-one (21) consecutive pays beginning with the 2nd pay date in September, unless otherwise mutually agreed by the parties.

8. **One-to-One Replacement for up to Full Family Medical Eligibility.** When an Association employee who is designated as eligible to receive "Up to Full Family medical coverage", resigns, retires, is terminated and/or leaves an Association's position, the next immediate senior Association employee designated "eligible to receive Single Coverage Only medical coverage" will then replace that Association employee's medical designation and then be designated "eligible to receive Up to Full Family medical coverage". This replacement designation of medical coverage thereby allows the employee to receive the State of Michigan's maximum allowable Hard Cap allowance applicable to the medical coverage-tier for which the 'replacement' Association employee elects enrollment.
9. **Plan Change.** Upon provision of written notification to the School District, TESA may elect to move to a different health insurance plan. Once this notice has been received, the School District will take steps to notify the insurance carrier or plan administrator of such changes for implementation as soon as possible.

PAK B

1. **Vision/Dental/Life/LTD Coverage.** The District shall pay the actual cost of these insurances at the current benefit levels for eligible employees.

2. **Dental Care.** Each employee shall be enrolled in dental coverage, with coverage at 80/80/80/80, \$800 annual limit \$1,000 orthodontia limit.
3. **Vision.** Each employee shall be enrolled in vision coverage.
4. **Life Insurance.** Each employee regularly working twenty (20) hours or more per week shall be enrolled in a Life insurance policy, which includes AD & D term life insurance, in the amount of \$31,000. Such insurance may be converted to some type of individual life insurance plan upon termination of employment according to the policy (insurance) provisions. An employee's eligibility for this life insurance benefit shall be subject to the insurance carrier's exclusions, if any, and appropriate schedule of benefits.
5. **Long-Term Disability Insurance.** Each employee regularly working twenty (20) hours or more per week shall be enrolled in long-term disability insurance. The policy will cover the employee after the first sixty (60) calendar days or after the exhaustion of their accumulated leave days, whichever comes later, of any illness or disability. Such insurance shall pay two thirds (2/3) of their regular salary subject to a maximum benefit of \$2,400/month and reduced by an amount paid or payable under Worker's Compensation, Social Security, or any School sponsored pension plan. The remuneration under this Article is as established under the company's policy and is paid at the daily rate (7 days/week, 52 weeks/year) of 1/365ths of the annual salary of the employee.
6. **Cash in lieu of Health Insurance.** Employees (who would otherwise be eligible for health insurance) who do not elect to be covered by any Board-paid health insurance or any Board sponsored health insurance plan in the District shall receive additional salary in the following amount: three thousand (\$3,000.00) dollars per year.

The total amount shall be made in two payments. The first payment shall be paid to the employee in the second payroll in January. The second payment shall be paid to the employee in the second payroll in June.

An employee married to another employee working within the District shall have the option of carrying the health insurance and/or opting for the cash in lieu, regardless of their spouse taking the healthcare or cash in lieu.

- B. **Annuity Insurance Plans.** The School District has made available annuity insurance plans for its employees. Interested employees must make the necessary arrangements for the plan direct with the carriers. Deduction for such a plan must be by payroll deduction after formal written authorization.
- C. **Health Insurance/Long-Term Disability Insurance/Worker's Compensation.** Up to the maximum amount of the School District's annual health insurance premium contribution, the Board shall provide the employee with their health

insurance benefit at no cost to the employee for the first twenty-four (24) months the employee is drawing long-term disability insurance, subject to the rules of the insurance carriers and providing no such coverage is included in the carrier's plan for employees drawing long-term disability. Up to the maximum amount of the School District's annual health insurance premium contribution, The Board shall provide the employee with their health insurance benefit at no cost to the employee for the first twenty-four (24) months the employee is drawing worker's compensation, subject to the rules of the insurance carriers and providing no such coverage is included in the carrier's plan for employees. Following the first twenty-four- (24) month period, the employee may purchase the hospitalization insurance at their own expense at the employer's group rate, subject to the rules of the carrier.

- D. **Health Insurance Committee.** The School District and TESA will establish a joint committee to explore health insurance options. Further, if any of the health insurance changes agreed to by the parties throughout this article (Article 16) prohibits the School District from recouping per pupil funding from the state based upon "best practices," then the parties will meet in good faith for the purpose of agreeing to a resolution which will allow the District to recoup the per pupil funding.

ARTICLE 17. MASTER SICK BANK

17.1 Funding of Sick Bank. The Master Sick Bank shall be funded in accordance with the following provisions:

- A. Employees newly employed by the District shall have one (1) sick day of their advance current allowance transferred to the Master Sick Bank at the beginning of their employment.
- B. The above one (1) sick day transferred to the Master Sick Bank from the current allowance of an employee, or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time an employee terminates employment with the District.
- C. If the number of days in the Master Sick Bank falls below twenty-five percent (25%) of the maximum funding of days prior to the end of any school year, the TESA/MEA/NEA will notify the Board to make a transfer of one more day from each employee's current allowance to the Master Sick Bank.

17.2 Master Sick Bank Eligibility. Any employee shall be eligible to make an application to the Sick Bank Committee for leave days of benefit after the employee has been employed and worked a minimum of one (1) year. The employee must be incapacitated for at least fifteen (15) consecutive working days and must have exhausted all leave days available in the employee's personal leave accumulation before drawing on the Master Sick Bank. If an employee is incapacitated for at least fifteen (15) working days (not necessarily consecutive working days) in any one year and there is a further

incapacitation which appears to be a recurrence of the same illness or accident a licensed physician verifies by written statement that such incapacitation is a recurrence, then the fifteen (15) consecutive day eligibility requirement can be waived in such instance at the discretion of the Sick Bank Committee. In the instance of a recurrence of an illness, the employee may change physicians provided that prior approval is obtained from the Assistant Superintendent, Employee Services.

17.3 Application. Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application Form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual employee's circumstances. All applications must be accompanied by supporting statements from a licensed physician. See the Appendix for the Sick Bank Application Form.

17.4 Sick Bank Committee. The Sick Bank Committee shall be composed of four (4) employees to be selected in any manner determined by the TESA/MEA/NEA. The TESA/MEA/NEA representatives shall hold membership on the committee for such terms as determined by the Association. Any application approval by the committee shall be by a majority vote of the entire committee.

17.5 Administration. The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:

- A. No employee shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefits from the Master Sick Bank in any school year.
- B. The form authorizing an award of sick days from the Master Sick Bank to an employee which is sent to the TESA Executive Board for payment must be accompanied by supporting statements from a licensed physician used by the committee in making their decision (for Board review) and signed by three (3) members of the Sick Bank Committee and one of the following:
 - 1. President of the TESA/MEA/NEA
 - 2. Chairperson of the Sick Bank Committee

Said forms shall be sent to the Board within five (5) days of authorization.

- C. A school year end report from the District to the TESA President shall be provided and shall state the number of sick days remaining in the bank and the number of days used that school year by July first (1st), on a yearly basis.

17.6 Board Retention of Sick Days. All sick leave days accumulated by any employee in their current allowance, or those days transferred to the Master Sick Bank from their current allowance shall be subject only to the contingent liability of actual sick claim used by the employee or the Master Sick Bank. All sick leave days which are not used by the employee or the Master Sick Bank during the period of their employment shall not be subject to any other type or kind of claim in any form whatsoever by the employee or the TESA/MEA/NEA when their employment has terminated.

17.7 Sick Bank. The Board recognizes that the Sick Bank Committee's decisions cannot be reversed by the Board. However, the committee's decisions shall not be used as evidence or raised as an issue by either party during hearings over disciplinary action against the employee for alleged excessive absenteeism.

ARTICLE 18. SEPARABILITY AND SAVING CLAUSE

18.1 If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of 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.

18.2 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 the request of the Association and/or the Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

18.3 The Association shall hold 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 contract.

ARTICLE 19. GENERAL PROVISIONS

19.1 Pledge against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in bargaining unit positions without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Association 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.

The Employer agrees not to interfere with the rights of employees to become members of the Association, 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 Association membership or because of any employee activity in an official capacity on behalf of the Association or for any other cause.

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

19.2 Mediation. The Employer specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission pursuant to the provisions provided by law.

19.3 Use of Facilities. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours in the District as established by District policy.

The interschool mailing system shall be made available to the Association and its members.

19.4 Association Activities on Employer's Time and Premises. The Employer agrees that, during working hours on the Employer's premises and without loss of pay, Association representatives shall be allowed to do the following things provided the Employer or their agent shall first approve any lengthy conferences and provided such conferences shall not substantially interfere with the employee's performances of their duties.

- A. Post Association notices in their own building. Transmit urgent communications, authorized by the Association or its officers, to the Employer or their representative.
- B. Consult with the Employer, their representative, Association officers or other Association representatives concerning the enforcement of any provisions of this Agreement.

19.5 Work Rules. All existing work rules and practices shall be subject to discussion before being changed; all future work rules shall be subject to discussion before becoming effective:

- A. Revising. When existing rules are changed or new rules are established, they shall become effective, except in emergency, ten (10) working days after being posted.
- B. Informing Employees. The Employer further agrees to furnish each employee in a bargaining unit position with a copy of the collective bargaining agreement and all existing work rules as soon as they are printed. New employees shall be provided with a copy only 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.
- D. Notice of new hires shall be provided to the Association President or their designee within five (5) working days of the new hires' active employment via email or inter-school mail.

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.

19.6 Liability. Employees shall observe such rules concerning dealing with parents, school personnel and students as may be established by the Employer. In the event civil proceedings are brought against an employee while acting within the scope of their duties in the course of their employment, they will be provided legal assistance as provided under insurance carried by the Employer. Such insurance shall cover claims made regarding the dispensing of medications as requested by parents.

19.7 Legal Counsel. Upon request of an employee who is assaulted as a result of their school duties, the Employer will provide preliminary legal advice but not representation.

19.8 Reimbursement for Losses. An employee may apply to the Employer for reimbursement for loss, damage or destruction of clothing or personal property as a result of theft, vandalism or assault related to school duties, unless due to negligence or guilt of the employee, if such loss exceeds five dollars (\$5.00) and is not covered by insurance. Maximum reimbursement under this provision shall not exceed two hundred fifty dollars (\$250).

19.9 Membership Identification. No employee shall be prevented from wearing official insignia, pins or other identification of membership in the Association either on or off school premises.

19.10 Copies of Minutes, etc. At each regular and special Board Meeting, the Association will be provided with copies of minutes of previous meetings, the Superintendent's recommendations, monthly financial reports, the agenda and other public materials.

19.11 Ethical Practices. The Association shall deal with any ethical problems arising within its membership, and the Employer recognizes the responsibility of the Association and its membership to define acceptable criteria of professional secretarial-clerical behavior. If, after due notice by the Administration of an employee's violation of acceptable ethical practices, the Association fails to act, the Employer then may take appropriate action against the employee.

19.12 Conflict and Incorporation into Existing Policies. The Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Employer by reference.

19.13 Terminating Employment. If an employee anticipates terminating their employment in the Troy School District, they shall submit in writing a two (2) weeks' notice of leaving.

19.14 Study of Position Relationships. The Assistant Superintendent, Employee Services will review the qualification section of the existing job descriptions for the purpose of updating said section. The review will be conducted in cooperation with the Association.

19.15 School District Testing. The Employer is required to conduct regular state-mandated student assessments, such as the MSTEP and WIDA. MSTEP and WIDA labels and parent letters will be downloaded and distributed electronically to building secretaries by the Teaching and Learning secretary. Building secretaries will label and place this information in student CA60 files and mail corresponding parent letters for these assessments.

19.16 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.

19.17 Employees may request approval from the Assistant Superintendent, Employee Services to take training courses in the use of office or word processing equipment or other clerical skills classes. If approval to attend a training course is obtained in advance of the course and if the employee successfully completes the course, the employee will be reimbursed for the tuition and fees.

The Assistant Superintendent, Employee Services, retains the sole discretion in granting or denying approval to attend any training courses.

ARTICLE 20. DURATION, TERMINATION AND MODIFICATION

20.1 This Collective Bargaining Agreement extension Agreement is made and entered into on this first day of July 2024 by and between the Troy School District and the TESA/MEA/NEA, is effective July 1, 2024, and shall remain in full force and effect through June 30, 2028. In the event either party wished to terminate this Agreement or modify or amend any Article or Clause thereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the termination date of this contract. The modification or amendment of any specific Article or Clause shall not affect the remainder of this contract.

20.2 If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

20.3 Length of Collective Bargaining Agreement. The body of the collective bargaining agreement is expected to last for a period of four (4) years. Items of the collective bargaining agreement which are considered in error may be reopened for negotiation only by mutual consent of both parties. Further, the parties agree that there

will be a “wage reopener” if a county-wide school enhancement millage is passed by Oakland County voters before June 30, 2028. The parties shall meet within four (4) months of the expiration date to consider the succeeding collective bargaining agreement.

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

Executed in the City of Troy, County of Oakland, State of Michigan, on the 1st day of July 2024.

TROY BOARD OF EDUCATION

Nancy Philippart
Nancy Philippart (Apr 9, 2025 08:49 EDT)

President
John Pagel
John Pagel (Apr 2, 2025 15:45 EDT)

Assistant Sup, Employee Services

TROY EDUCATIONAL
SECRETARIES ASSOCIATION

Jennifer Martus
Jennifer Martus (Apr 3, 2025 11:32 EDT)

President
Pam Komeshak

Vice President

APPENDIX A SALARY SCHEDULE

July 1, 2024 – June 30, 2028

TESA 2024 - 2025

Levels

	1	2	3
1	17.74	17.01	15.86
2	18.32	17.62	16.46
3	18.89	18.25	16.95
4	19.46	18.86	17.50
5	20.04	19.48	18.05
6	20.62	20.09	18.59
7	21.19	20.70	19.13
8	21.77	21.33	19.67
9	22.345	21.94	20.23
10	23.45	23.04	21.24
11	24.63	24.18	22.30
12	25.86	25.40	23.42
13	27.09	26.62	24.54

TESA 2025 - 2026

Levels

	1	2	3
1	18.27	17.52	16.34
2	18.87	18.15	16.95
3	19.46	18.80	17.46
4	20.05	19.43	18.02
5	20.65	20.06	18.59
6	21.24	20.69	19.15
7	21.82	21.32	19.70
8	22.43	21.97	20.26
9	23.01	22.60	20.84
10	24.16	23.73	21.88
11	25.37	24.91	22.97
12	26.64	26.16	24.12
13	27.90	27.42	25.28

TESA 2026 - 2027

Levels

	1	2	3
1	18.73	17.95	16.75
2	19.35	18.61	17.38
3	19.945	19.27	17.90
4	20.55	19.91	18.48
5	21.16	20.56	19.05
6	21.77	21.20	19.63
7	22.37	21.86	20.19
8	22.99	22.52	20.77
9	23.59	23.16	21.36
10	24.76	24.33	22.42
11	26.00	25.53	23.54
12	27.31	26.82	24.73
13	28.60	28.10	25.91

TESA 2027 - 2028

Levels

	1	2	3
1	19.29	18.49	17.25
2	19.93	19.16	17.90
3	20.54	19.85	18.44
4	21.17	20.51	19.03
5	21.80	21.18	19.62
6	22.42	21.84	20.22
7	23.04	22.51	20.80
8	23.68	23.20	21.39
9	24.29	23.86	22.00
10	25.50	25.06	23.10
11	26.78	26.30	24.25
12	28.12	27.62	25.47
13	29.46	28.95	26.69

APPENDIX B - CLASSIFICATIONS

LEVEL 1	Hours/Week	Weeks/Year
Absence Management/Employee Services	40	52
Accounts Payable	40	52
Athletics	40	52
Career & Technical Secretary 0.5 ^	20	52
Central Enrollment (2)	40	52
College & Career Readiness (TCCHS)	40	52
Communications & Strategic Initiatives ^	40	52
Data Services	40	52
District Media	40	52
Elementary School Principal (12)	37.5	45
High School Athletics ~ (2)	40	45
High School Principal (3)	40	52
Maintenance & Operations	40	52
Middle School Principal * (4)	40	46
Special Education Data Processing	40	52
Special Education Director	40	52
Teaching & Learning	40	52
Technology	40	52
Troy Career Center	40	52
Troy Center for Transition	37.5	45
TSD Preschool	40	52
LEVEL 2		
Athens High School Registrar	40	45
Central Office Receptionist/Business Services	40	52
Community Education & Enrichment (2)	40	52
Continuing Education	40	52
High School Assistant Principal (5)	40	45
High School Data Processing (2)	40	46
International Academy Assistant Principal	40	46
Middle School Assistant Principal (4)	40	45
Special Education Receptionist/Data Processing	35	42
Special Education Supervisor	40	45
Teaching & Learning Secretary **	30	45
Troy High Career	40	45
TSD Preschool	40	52
LEVEL 3		
Elementary (12)	35	42
High School Receptionist * (2)	40	45
High School Attendance (2)	40	42

+ Add 1.0 FTE Troy Learning Center through attrition – level, hours & weeks TBD

*1 grandfathered 52 weeks

^ positions removed after attrition

~AHS Athletic will move to 1 through attrition

**job study to determine hours & weeks

APPENDIX C - TROY SCHOOL DISTRICT GRIEVANCE REPORT FORM

Grievance Number _____ Bargaining Agent _____ Additional Pages _____

Grievant _____ Date Occurred _____ Date Filed _____

Building _____ Grievance Type (Individual/Class/Association) _____

Sections Alleged to have been violated _____ Pages _____

Statement of Grievant:

Relief Sought:

Signature _____ Date _____

Step 1 – Informal Meeting with Immediate Supervisor

Date of Meeting _____ Grievant Signature _____ Supervisor Signature _____

Step 2 – Supervisor (5 days)

Date Received _____ Date(s) of Meetings _____

Position of Principal _____

Principal Signature _____ Date _____

Position of Grievant _____

Grievant Signature _____ Date _____

Step 3 - Employee Services Department (5 Days)

Date Received _____ Date(s) of Meeting _____

Position of Assistant Superintendent, Employee Services _____

Assistant Superintendent Signature _____ Date: _____

Date Received by Grievant/Union _____

Position of Grievant _____

Grievant Signature _____ Date _____

Step 4 - Arbitration

Date Received _____ Date(s) of Meeting _____

Award of Arbitrator _____

Arbitrator Name _____ Date _____

APPENDIX D - WORK PERFORMED IN THE ABSENCE OF A SUBSTITUTE TIMESHEET

TROY SCHOOL DISTRICT
TESA WORK PERFORMED IN ABSENCE OF A SUBSTITUTE TIMESHEET

WORK PERFORMED IN THE ABSENCE OF A SUBSTITUTE

When a substitute secretary is not available, the TESA secretary will be eligible for an increased rate of pay based on the criteria below:

- Eligible after 3 consecutive days with no substitute coverage (payment will begin on 4th day) **OR**
- After 10 days for the school year, payment will begin on the 11th day
- \$6/Hour in half day or full day increments **ONLY**

Correct and LEGIBLE Employee # _____

Name: _____ Building: _____

DATE	NAME OF SECRETARY WHO WAS ABSENT	TIME STARTED	TIME FINISHED	TOTAL HOURS
TOTAL:				

Signature of Employee: _____

Approved by: _____ Date: _____

This form must be completely filled out, with all areas
properly filled in, or it will be returned.

PLEASE PRINT ON PINK PAPER

APPENDIX E - TESA MASTER SICK BANK INFORMATION AND APPLICATION

TESA Master Sick Bank

Information and Application

The Troy Educational Secretaries Association (TESA) has established a Master Sick Bank for the use of its members in certain circumstances after the employee has been employed and worked a minimum of one (1) year in the TESA bargaining unit.

TESA members must use all leave days in their leave accumulation until the days are exhausted before s/he is eligible for days from the Master Sick Bank. The Master Sick Bank days are for the member's personal illness, injury, or surgery, but not for illness of a family member.

The Master Sick Bank provides days for members who have exhausted their leave days to cover working days through the sixtieth (60th) calendar day of absence to satisfy the waiting period for long term disability (LTD) benefits. Eligibility requirements are addressed in Article 17 of the TESA Collective Bargaining Agreement (2024-2028 contract).

Any TESA member will be eligible to make an application to the Sick Bank Committee to request days from the sick bank after s/he has been incapacitated for at least fifteen (15) consecutive working days and has used all her/his leave days. If the leave days being used by the applicant are not sufficient to complete the fifteen (15) days, the applicant may:

1. Use a portion of, or all, the remaining vacation days.
2. Borrow up to five (5) days of next year's sick leave, and/or.
3. Take the time without pay.

Application should be made at least two weeks prior to an anticipated health-related absence or two weeks following an accident, emergency surgery, or other health-related emergency.

A written statement from a licensed physician must accompany the application.

In rendering a decision, the Sick Bank Committee will consider:

1. The nature and extent of the illness or accident.
2. The past attendance record of the employee.

In the event the applicant receives written notification of a rejection by the Sick Bank Committee, the applicant has the right to an appeal, either written or verbal, providing that the appeal is submitted within ten (10) working days of the notification. During the appeal, the applicant has a right to a hearing before the Sick Bank Committee. The hearing will take place not less than three (3) working days or more than seven (7) working days after receipt of the appeal. At least two (2) days' notice of the hearing will be given to the appellant. Time limits may be extended by mutual agreement and for good cause.

TESA Master Sick Bank Application

For Master Sick Bank Eligibility requirements, see Article 17 of the current TESA Collective Bargaining Agreement (2024-2028 contract).

Complete this application and submit to the Payroll Department and TESA Master Sick Bank Committee.

Name _____ Employee ID # _____

Home Address _____ City _____ State _____ Zip _____

Building _____ Position _____

Work Phone _____ Home/Cell Phone _____

1. Date of employment: _____

2. Number of accumulated sick leave days in personal leave banks at the beginning of the current school year: _____

3. Number of days left in your banks: _____

4. Days used to date (this year) because of this illness:

Today's Date: _____ Number of Days Used: _____

5. Were you under the care of a physician? ☐ Yes ☐ No

Name of Physician: _____

Address: _____

Phone Number: _____

6. Have you used the Master Sick Bank before: ☐ Yes ☐ No

7. Are you currently under the care of a physician? ☐ Yes ☐ No
Give name, if other than or in addition to #5 above.

Name of Physician: _____

Address: _____

Phone Number: _____

8. Date diagnosed: _____ Check one: ☐ Pregnancy ☐ Illness ☐ Surgery

9. Number of days you need to borrow: _____

10. How many vacation days do you have in your bank? _____

11. Have you previously been out for an extended time? ☐ Yes ☐ No

If yes:

When: _____ Length of absence: _____

Reason: _____

When: _____ Length of absence: _____

Reason: _____

When: _____ Length of absence: _____

Reason: _____

I, _____, am anticipating the need for days from the TESA Master Sick Bank. A copy of my physician's statement verifying my pregnancy, illness, or surgery, and anticipated absence duration is attached.

I authorize the Troy School District to supply, upon request, all records of sick day usage to the Sick Bank Committee. Furthermore, I understand that the Sick Bank Committee, from time to time, may request updated information pertaining to this illness.

Applicant's Signature: _____ Date: _____

For Employee Services / Payroll Department Use:

Last Pay Date: _____

TESA members' available leave: Sick/Personal Days _____ Vacation Days _____
(Note: balances shown generally do not include absences in the previous two weeks prior to the date the paycheck was issued.)

Last day of work: _____ Sixtieth calendar day of absence: _____

Number of workdays needed from the TESA Master Sick Bank: _____

TESA Master Sick Bank Authorization

The TESA Master Sick Bank Committee hereby authorizes the necessary use of _____ days from the TESA Master Sick Bank to be used by:

_____.

The maximum number of days will be the difference between the required accumulated leave days and the sixtieth (60th) calendar day of the absence (less if absence will not be that long).

_____ Additional days may be granted, if needed, upon receipt of notification from your physician.

TESA Sick Bank Committee:

Date: _____

Administrative Representative:

Date: _____

TESA President or MEA Uniserv Director:

Date: _____












TESA CBA 2024-2028 FINAL

Final Audit Report

2025-04-09


Created:	2025-04-02
By:	Karyn Mroczka (kmroczka@troy.k12.mi.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANQtwwE4Zab6ewuWQrboSuEprPUVGTUml

"TESA CBA 2024-2028 FINAL" History

-  Document created by Karyn Mroczka (kmroczka@troy.k12.mi.us)
2025-04-02 - 5:53:09 PM GMT- IP address: 216.11.189.104
-  Document emailed to nphilippart@troy.k12.mi.us for signature
2025-04-02 - 5:54:36 PM GMT
-  Document emailed to John Pagel (jpagel@troy.k12.mi.us) for signature
2025-04-02 - 5:54:36 PM GMT
-  Document emailed to Jennifer Martus (jmartus@troy.k12.mi.us) for signature
2025-04-02 - 5:54:36 PM GMT
-  Document emailed to Pam Komeshak (pkomeshak@troy.k12.mi.us) for signature
2025-04-02 - 5:54:37 PM GMT
-  Email viewed by John Pagel (jpagel@troy.k12.mi.us)
2025-04-02 - 7:45:09 PM GMT- IP address: 216.11.189.104
-  Document e-signed by John Pagel (jpagel@troy.k12.mi.us)
Signature Date: 2025-04-02 - 7:45:38 PM GMT - Time Source: server- IP address: 216.11.189.104
-  Email viewed by Jennifer Martus (jmartus@troy.k12.mi.us)
2025-04-02 - 8:52:27 PM GMT- IP address: 104.28.58.2
-  Email viewed by Pam Komeshak (pkomeshak@troy.k12.mi.us)
2025-04-03 - 1:29:01 PM GMT- IP address: 104.47.59.254
-  Document e-signed by Pam Komeshak (pkomeshak@troy.k12.mi.us)
Signature Date: 2025-04-03 - 2:57:46 PM GMT - Time Source: server- IP address: 216.11.189.103
-  Document e-signed by Jennifer Martus (jmartus@troy.k12.mi.us)
Signature Date: 2025-04-03 - 3:32:01 PM GMT - Time Source: server- IP address: 216.11.189.132

 Email viewed by nphilippart@troy.k12.mi.us

2025-04-09 - 10:35:09 AM GMT- IP address: 174.224.55.226

 Signer nphilippart@troy.k12.mi.us entered name at signing as Nancy Philippart

2025-04-09 - 12:49:06 PM GMT- IP address: 174.224.55.226

 Document e-signed by Nancy Philippart (nphilippart@troy.k12.mi.us)

Signature Date: 2025-04-09 - 12:49:08 PM GMT - Time Source: server- IP address: 174.224.55.226

 Agreement completed.

2025-04-09 - 12:49:08 PM GMT