

COLLECTIVE

BARGAINING

AGREEMENT

TROY BOARD OF EDUCATION

AND

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

July 1, 2024 –June 30, 2028

**TROY SCHOOL DISTRICT
4400 LIVERNOIS ROAD
TROY, MICHIGAN 48098**

MASTER AGREEMENT
TROY SCHOOL DISTRICT
And
TROY EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA
2024-2028

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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 Association, 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, 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 Association 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 (preschool through 12th grade), and ELD Para-educators, but excluding all supervisors, noon aides, summer seasonal employees working less than sixty (60) days, substitutes, Student Support Aide (SSA), third party employees, and part-time employees working less than twelve and one half (12.5) hours per week.

ARTICLE 2. Association 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 they 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 Association 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 Association 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 Association 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 Association 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 Association'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 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.
- 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 Association 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 Association with its answer to the particular step within the specified time limits, the Association'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 building administrator 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 building administrator involved. The building administrator 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 building administrator involved shall give a written answer to the grievant(s), Grievance Chairperson, the Association President, and the UniServ Director.

Step 3. If the answer to the grievance is still unsatisfactory, it may be appealed by the Association within fifteen (15) working days after the date of the employer's answer to the Superintendent or their designee. The Superintendent or their 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 their designee shall give their answer in writing to the Association 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 their designee's answer, and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Association 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 selected will hear the matter promptly and will issue their decision in a timely fashion. The arbitrator's decision will be in writing and will set forth their findings of facts, reasoning, and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement, and their function is to interpret and apply this Agreement and to rule upon alleged contract violations. 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 which is a violation of the terms of the Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Association, 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 Association. The employee may have the Association Representative of their choice at the meeting.
- 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 an Association representative of their choice 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 an Association representative present, the administrator shall delay action for up to twenty-four (24) hours or until a mutually agreed day and time is established so that an Association 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 Association 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 their hire/employment. The employer and the Association 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 their 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 TESP contract.

- A. Upon the completion of the probationary period, an employee shall attain seniority status, and their name shall be entered on the seniority list with a seniority date from the first day worked.
- B. The Association 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 Association 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 their designee within five (5) workdays of the new hire's 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. The employer reserves the right to re-employ and maintain the seniority of an individual based upon information confirming a circumstance beyond the employee's control.
- 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. The employer reserves the right to re-employ and maintain the seniority of an individual based upon information confirming a circumstance beyond the employee's control.
- F. If the employee is on layoff for a period of three (3) years or the duration of their 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 Treasurer 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 Treasurer 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 Treasurer are elected biennially, and that the Association President, Vice President and Treasurer 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) Their accumulated leave shall be adjusted to reflect the increase in regularly scheduled paid hours, and
 - b) Their 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 their original occupational group shall retain the seniority they had accumulated in that original group before they moved.

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 their 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 they had prior to leaving the bargaining unit, provided there is an opening, and shall exercise their 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, 3rd party contracted 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 they had bumped down from their 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 their 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 there is a vacancy, first consideration shall be given to all internal TESPAs candidates before being posted externally.

Section 2. Job vacancies shall be posted internally for five (5) working days before being posted 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 and then after five (5) working days of internal posting, it will then be posted externally.

Section 3. The internal TESPAs candidates 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 their 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. SSAs may apply for the posting but the ELD/Special Education paraeducator shall be given first consideration 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 their 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 their 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 they held prior to the absence. If they lack 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) workday 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) workday trial period. An employee who is working in the ELD para-educator occupational group for the first time shall serve a sixty (60) workday 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 their ability to perform in the job.

During any trial period, the employee shall have the right to return to their 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 their former position, the position they are vacating may be re-posted.

Section 5. The Association 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 Association 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 affected 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. Special Education Paraeducators/ELD Paraeducators Regular Hours. All employees shall be scheduled to work on a regular seven and one half (7.5) hour work shift with an unpaid thirty (30) minute duty free/uninterrupted lunch 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 Association upon request. Work schedules shall not be changed unless the changes are mutually agreed upon by the Employer and the Association. If a break or lunch period is not duty free, the employee shall contact their teacher or administrator and schedule an alternative duty-free lunch period. If an alternative lunch period cannot be established, then the employee will be compensated at their regular rate of pay.

Section 2. Skilled Trades 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 with a duty-free lunch, 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 Association upon request. Except in emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Employer and the Association.

Section 2. Extra Duty. Any Skilled Trades employee required to make an extra trip to work outside of their 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 overtime may be performed out of rotation.

Section 3. Work at Employee's Option. Overtime work shall be voluntary. 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.

The District shall allow compensation time consistent with the requirements of the Fair Labor Standards Act (FSLA) currently at a rate of not less than one and one half (1.5) hours for each hour worked. Subject to written approval by their immediate supervisor. An employee may request compensation 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 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 workdays immediately before and after the holiday or are approved for use of accumulated leave.

Special Education Para-educator/ELD Para-educator Employees

- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Eve & Christmas Day
- New Year's Eve & New Year's Day
- Good Friday
- Memorial Day
- Two (2) Floating Holidays designated by the District

Skilled Trades.

- 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)
- Two (2) Floating Holidays

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, they shall be paid double time for all hours worked in addition to their holiday pay.

Section 5. Floating Holiday. Employees in each occupational group will be provided with two (2) floating holidays.

Special Education Para-educator/ELD Para-educator employees will have the two (2) floating holidays designated by the calendar of the winter (Christmas) recess. The employee will complete the sixty (60) day probation period before eligible to use the floating holiday.

Skilled Trade employees can use the (2) floating holidays 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 employee's 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.

Employees shall move from the minimum step in the pay range to the maximum step in twelve (12) month increments except that the Employer may give credit for previous experience, as an SSA working in TSD or working outside TSD or in any similar position, in placing a new employee at an appropriate step. Changes will be made on July 1st of

each year. If the employee has had six (6) months or more of regular employment, they 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 shall be paid the rate of the higher classification for the entire day. The district shall supply the TESPAs with the pay scale for SSAs, substitute teachers, and job coaches at the beginning of every school year or if changed during the school year.

Section 3. Longevity.

Longevity upon completion of:

- Eighth (8th) Year – Seventy-five cents (\$0.75) per hour
- Fourteenth (14th) Year – One dollar and fifty cents (\$1.50) per hour
- Twentieth (20th) Year – Two dollars (\$2.00) per hour
- Thirtieth (30th) Year – Two dollars and fifty cents (\$2.50) per hour

Section 4. Pay Period. The salaries and wages of employees shall be paid according to the District’s payroll schedule, which will be provided to the Association. A calendar of the payroll schedule shall be emailed to employees on a yearly basis.

Section 5. New/Changed Position. When the District is creating a new position or considering making a significant change in the method of operation, a temporary rate may be established by the Employer after a discussion with the association president or designee for a period not to exceed forty-five (45) workdays. During this period the Employer and the Association shall bargain the rate for the position.

Section 6. 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. This is inclusive of paraeducators/ELD being reassigned from their home building to another building in the District.

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.

Employee Group	Annual Leave Days	Maximum Number of Annual Leave Days Allowed for Personal Business
Skilled Trades Employees (All)	14	4
Special Education Para-educator Employees (All)	10	3
ELD Para-educator Employees	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/leave 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) workdays in advance of the personal business day requested. In the case of an emergency, the timeline can be waived by the building administrator. 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 Association. Employees 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 their accumulated leave bank.

Employees with a minimum of thirty (30) accumulated leave days shall be paid 50% of their daily rate up to a maximum of one hundred ten (110) accumulated leave days.

Seriously ill/disabled employees may receive donated days once during a school year. Prior to receiving donated days, they must have exhausted all of their 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. Cross-classification donations shall be permitted on an actual hourly basis. Please see Appendix C for the Application for Use of Donated Days Form.

Section 3. Absence from a Paid Workday.

- A. When an employee is absent from a paid workday, they shall not receive their salary for such day unless 1) their absence is covered under Section 1; and 2) the employee has notified the District of their 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 building administrator 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 first 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 their 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 a 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 their regular salary for a period not to exceed sixty (60) calendar days, without reduction of accumulated leave days and/or vacation days, 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, RSV, lice, scabies, strep throat, and conjunctivitis; but not for diseases such as influenza, colds, coughs, COVID, or any other disease. The building administrator shall notify the employee working with the student directly of the illness, in a timely manner.

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 and/or vacation days.

- B. **Absence due to Jury Duty.** If an employee must serve on jury duty, they will be paid the difference between the jury pay and the employee's regular pay without loss of leave days and/or vacation 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/or vacation days and will be paid at the employee's regular daily rate of pay.
- E. **Association Conferences and Conventions.** Personal leave days may be used for attendance at association 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. 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 1st –December 31st, 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.

Special Education/ELD Paraeducators 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.

When a Special Education/ELD Paraeducator 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 for the duration of this contract.

Benefit guides for the current plan year are updated annually and can be viewed on the Staff Intranet > Employee Services > Benefits Info & Forms > TESPAs.

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 on the staff intranet. 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 in a medical insurance plan, the Employer will provide an advance election cafeteria plan that provides three thousand dollars (\$3,000). 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. Effective January 1, 2022, increase group life insurance coverage to \$35,000 per employee. 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 their termination.

C. **Dental Insurance.** The Employer agrees to self-fund a dental plan that provides a Schedule of Benefits that is outlined on the staff intranet. 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 on the staff intranet, 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 their regular salary, subject to a maximum benefit of three thousand dollars (\$3,000) per month and reduced by any amount 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 1/365th 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. 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 their leave 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 every month the premium cost to continue their health insurance during their COBRA eligibility period following the completion of the District's health insurance premium payment obligations.

Section 4. 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 5. The nature, amount, extent, commencement, duration, and terms 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 6. 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 I. 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 they are 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 their 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 their 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 leave may return prior to the end of the medical leave. An employee must furnish the Assistant Superintendent for Employee Services with a letter from their 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 they exhaust their sick and personal leave days. However, the District may charge the employee's absence against any Family and Medical Leave time to which they may be eligible to receive by law. When they exhaust their sick and personal leave days, they 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 leave 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 childcare 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. Association Leave. One member of the Association elected to a local association position or selected by the Association for employment, which takes the member from their position with the Employer, shall, at the written request of the Association, receive a leave of absence for a period of one year, and said leave may be extended at written request by the Association. 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 leave of absence, pursuant to the Family Medical leave Act of 1993 (FMLA). Employees 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 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 unless explicitly written to be gender specific.

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 a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

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

Section 3. 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, the Association 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 their 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 Association notices in their own building.
- B. Transmit urgent communications authorized by the local Association or its officers, to the Employer, or its representative.
- C. Consult with the Employer, its representative local Association officer, or other Association representatives concerning the enforcement of any provisions of this Agreement.

Section 4. Grievance Investigations. The MEA UniServ Director and/or their 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 receiving their 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 Association before they become effective.

- A. Revising. When existing rules are changed or new rules are established, they shall become effective, except in emergencies, 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 Association. 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 employees 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 related 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 their 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 Association and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

The Association 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 causes. 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 their option may choose to provide the District with the results of a medical examination by their own selected physician, at their 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 Association, and if they cannot agree, then by a physician referred by Beaumont Hospital.

Section 11. 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 their badge is outdated, it is their 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:

- 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.

Vacation Time	Upon Completion of
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, they 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 five dollars (\$5.00) per month for each one hundred (100) hours of training received, up to a maximum of four hundred (400) hours, i.e., twenty dollars (\$20.00) per month.

Section 7. Clean-up Period. Employees are entitled to a personal clean-up time and/or the opportunity to go home to shower as needed, without any deduction from their pay.

Section 8. Shift Differential. Employees shall receive a one dollar (\$1.00) 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 one dollar and fifty cents (\$1.50) 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 their 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 their designee before making any such decisions.

Section 11. Insurance Eligibility for Skilled Trade Employees. Skilled trades will follow Insurance as outline in Article 18 with the following exception.

All Skilled Trade employees work for 52 weeks and are eligible for full family health insurance, all employees 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%

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. Additionally, they have the option to work and receive compensation at their daily rate for attending Professional Development, collaborating with their teacher(s) during non-student hours, and participating in building staff meetings with prior approval from their director.

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 association or non-association 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, they shall contact the system-wide automated substitute caller at least one and one-half hours before the start of their shift or as soon as possible in case of an emergency.

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 the employee will not incur any deductions for the absence and without loss of pay unless they have submitted and planned to use a leave day on that day. Whenever the District reschedules schools closed for the aforesaid 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.

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 with a lunch period of thirty (30) minutes or a lunch period equal to that of the teaching staff within their building

Section 7. Inservice Training Days in August. A Special Education and ELD para-educator may elect to attend the teacher in-service days in August. If a Special Education or ELD para-educator is approved to attend and attend the training, they shall be paid at their rate of pay.

Section 8. Hours Worked Outside of Workday.

- A. An employee who does work involving student support outside of their regular work hours and/or weekends, and/or holidays shall be paid a minimum of two (2) hours at time and one-half (1.5).

This compensation extends to after-school events, including but not limited to sporting events, dances, translating, and 5th grade camp, when the employee is requested by the District to accompany a student. Participation in these events is optional.

- B. Translation during the Workday. An ELD para-educator who translates for a student during their scheduled work hours shall receive no additional compensation.

Section 9. Pets & Animals in School Buildings. A para-educator shall not be responsible for the care or clean-up of animals as part of their daily duties. This includes and is not limited to classroom pets, fish, therapy dogs, or cats. The care and/or clean-up shall be defined as: cleaning up feces or urine from an animal, cleaning the cages or living habitat of an animal and/or the responsibility of feeding an animal.

Section 10. Shift Premium. Work Performed in the Absence of a Substitute. Special education para-educators working in the event that a teacher vacancy is not filled by a substitute teacher, the following shift premium shall be applied:

- Ten dollars (\$10) per hour to be paid in half-day increments, i.e. 3 and one half (3.5) hours x \$10 = \$35 per half day and seven (7) hours at \$10 = seventy dollars (\$70) for a full day.
- Any time increments of less than three and one half (3.5) hours will not be eligible for the shift premium.

Section 11. Para-educator Technology. The Employer commits to prioritize the distribution of the necessary technology to each para-educator position and consistent with the technology utilized in the classroom. The Employer will provide adequate training in the use of Employer provided technology Article 24. Termination, Renewal and Modification.

Section 12. Job Responsibilities

Special Education/ELD Paraeducators Main Responsibilities.

- Assisting in the development of instructional and related materials, performance, or clerical tasks.
- Complementing instructional activities, such as assisting the teacher during the lesson by helping students who may need additional support with instruction.
- Supplementing instruction by assisting the teacher with individuals or small groups of pupils on follow-up activities as specified.

- Reinforcing instruction by assisting the teacher in administering drill activities for individuals or small groups.
- Perform supplemental clerical work in a school setting:
 - Supporting students' behavioral needs by following plans created by licensed staff.
 - Assisting in healthcare needs such as toileting, feeding, diapering, and other healthcare needs. Not to be a regular assigned duty.
- This language delineates the boundaries of the paraeducator's role, ensuring clarity regarding their responsibilities and limitations with the educational setting.

Non-Instructional Staff/SSA Main Responsibilities

- Maintain safety and monitoring in the lunchroom, on the playgrounds, or in other school settings.
- Functioning as health care aides (toileting, cleaning, feeding, and other health care needs) or other responsibilities of non-instructional support for students.
- Administration of medications, including oral, rectal, or injectable forms.
- Diabetic blood testing.
- Tube feeding.
- Support the behavioral needs of students, following behavior plans created by licensed staff.

ARTICLE 24. Termination, Renewal and Modification

Section 1. This contract shall take effect as of July 1, 2024, and shall remain in force and effect through June 30, 2028. 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 June 30, 2024.

**TROY BOARD
OF EDUCATION
ASSOCIATION/MEA/NEA**



 Nancy Philippart (Jun 26, 2025 13:29 EDT)
 President



 John Pagel (Jun 26, 2025 12:59 EDT)
 Assistant Sup. of Employee Services

**TROY EDUCATION SUPPORT
PERSONNEL**



 Steve Dunneback (Jun 26, 2025 17:10 EDT)
 President



 Mary Lou Alfes (Jul 14, 2025 15:06 EDT)
 Vice President

APPENDIX A – TESP Salary Schedules July 1, 2024 – June 30, 2028

Skilled Trades Salary Schedule

Range 1 – Foreman

Range 2 – Engineer/Licensed Skilled Trade

Range 3 – Skilled Trades (1)

Range 4 – Semi Skilled (2)

2024-2025

	1	2	3	4
1	33.11	31.58	30.56	26.48
2	33.67	32.14	31.12	27.04
3	34.23	32.70	31.68	27.60
4	34.79	33.26	32.24	28.16
5	35.35	33.82	32.80	28.72
6	35.92	34.39	33.37	29.29
7	36.48	34.95	33.93	29.85
8	37.04	35.51	34.49	30.41
9	37.60	36.07	35.05	30.97
10	38.16	36.63	35.61	31.53
11	38.72	37.19	36.17	32.09
12	39.28	37.75	36.73	32.65

2025-2026

	1	2	3	4
1	33.77	32.21	31.17	27.01
2	34.34	32.78	31.74	27.58
3	34.92	33.36	32.32	28.15
4	35.49	33.93	32.89	28.73
5	36.06	34.50	33.46	29.30
6	36.63	35.07	34.03	29.87
7	37.21	35.64	34.60	30.44
8	37.78	36.22	35.18	31.02
9	38.35	36.79	35.75	31.59
10	38.92	37.36	36.32	32.16
11	39.49	37.93	36.89	32.73
12	40.07	38.51	37.47	33.30

2026-2027

	1	2	3	4
1	34.45	32.86	31.79	27.55
2	35.03	33.44	32.38	28.13
3	35.61	34.02	32.96	28.72
4	36.20	34.61	33.55	29.30
5	36.78	35.19	34.13	29.88
6	37.37	35.77	34.71	30.47
7	37.95	36.36	35.30	31.05
8	38.53	36.94	35.88	31.64
9	39.12	37.53	36.46	32.22
10	39.70	38.11	37.05	32.80
11	40.28	38.69	37.63	33.39
12	40.87	39.28	38.21	33.97

2027-2028

	1	2	3	4
1	35.14	33.51	32.43	28.10
2	35.73	34.11	33.03	28.70
3	36.33	34.70	33.62	29.29
4	36.92	35.30	34.22	29.89
5	37.52	35.89	34.81	30.48
6	38.11	36.49	35.41	31.08
7	38.71	37.08	36.00	31.67
8	39.30	37.68	36.60	32.27
9	39.90	38.28	37.19	32.86
10	40.49	38.87	37.79	33.46
11	41.09	39.47	38.38	34.05
12	41.69	40.06	38.98	34.65

Paraeducator Salary Schedule

A = ELD, RR, Academic Support

B = Categorical including ECP

2024-2025

	A	B
1	16.00	18.00
2	16.52	18.52
3	17.09	19.09
4	17.65	19.65
5	18.21	20.21
6	18.77	20.77
7	19.33	21.33
8	19.89	21.89
9	20.45	22.45
10	21.01	23.01
11	21.57	23.57
12	22.13	24.13
13	22.68	24.68

2025-2026

	A	B
1	16.32	18.32
2	16.85	18.85
3	17.43	19.43
4	18.00	20.00
5	18.57	20.57
6	19.14	21.14
7	19.72	21.72
8	20.29	22.29
9	20.86	22.86
10	21.43	23.43
11	22.00	24.00
12	22.58	24.58
13	23.13	25.13

2026-2027

	A	B
1	16.65	18.65
2	17.19	19.19
3	17.78	19.78
4	18.36	20.36
5	18.94	20.94
6	19.53	21.53
7	20.11	22.11
8	20.69	22.69
9	21.28	23.28
10	21.86	23.86
11	22.44	24.44
12	23.03	25.03
13	23.60	25.60

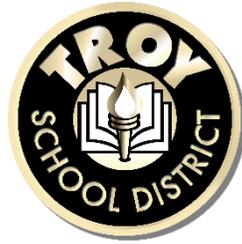
2027-2028

	A	B
1	16.98	18.98
2	17.54	19.54
3	18.13	20.13
4	18.73	20.73
5	19.32	21.32
6	19.92	21.92
7	20.51	22.51
8	21.11	23.11
9	21.70	23.70
10	22.30	24.30
11	22.89	24.89
12	23.49	25.49
13	24.07	26.07

**All bargaining members employed at the date of ratification of the CBA to receive a one-time contract ratification bonus of \$1,000 paid the next pay after ratification.

**The District and TESPA agree to a wage reopener if an Oakland County Enhancement Millage passes during the duration of this agreement.

APPENDIX B – Application for Use of Donated Days



TESPA APPLICATION FOR USE OF DONATED DAYS

_____ voluntarily donates from my accumulated bank of
(employee name)

Paid Time Off _____ days to _____ for their use. I

understand the days donated will be reduced from my accumulated bank. I understand the donation is voluntary and has been made at the request of the employee and not the District or the association.

Signature of Employee making the donation

Date

APPENDIX C – Troy School District Grievance Report Form

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 _____

Level 1 Supervisor

Date Received _____ Date(s) of Meetings _____

Position of Principal _____

Principal Signature _____ Date _____

Position of Grievant _____

Grievant Signature _____ Date _____

Level 2 Employee Services Department

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 _____

Level 3 Arbitration

Date Received _____ Date(s) of Meeting _____

Award of Arbitrator _____

Arbitrator Name _____ Date _____

APPENDIX D – TESSA Shift Premium Timesheet

TROY SCHOOL DISTRICT
TESSA SHIFT PREMIUM TIMESHEET

WORK PERFORMED IN THE ABSENCE OF A SUBSTITUTE

In the event that a teacher vacancy is not filled by a substitute teacher, the following shift premium shall be applied:

- \$10 per hour to be paid in half-day increments, i.e. 3.5 hours * \$10 = \$35/half day or 7 hours * \$10 = \$70 full day
- Any time increments less than 3.5 hours will not be eligible for the shift premium

Correct and LEGIBLE Employee # _____

Name: _____ Building: _____

DATE	NAME OF TEACHER 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 YELLOW PAPER

TESPA CBA 24-28 FINAL

Final Audit Report

2025-07-14

Created:	2025-06-26
By:	Karyn Mroczka (kmroczka@troy.k12.mi.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA17JDwU8gk98vKxHfo2JEaJy1WK_xuTx

"TESPA CBA 24-28 FINAL" History

-  Document created by Karyn Mroczka (kmroczka@troy.k12.mi.us)
2025-06-26 - 4:10:24 PM GMT- IP address: 216.11.189.104
-  Document emailed to John Pagel (jpagel@troy.k12.mi.us) for signature
2025-06-26 - 4:11:48 PM GMT
-  Email viewed by John Pagel (jpagel@troy.k12.mi.us)
2025-06-26 - 4:58:45 PM GMT- IP address: 104.47.59.254
-  Document e-signed by John Pagel (jpagel@troy.k12.mi.us)
Signature Date: 2025-06-26 - 4:59:02 PM GMT - Time Source: server- IP address: 216.11.189.104
-  Document emailed to nphilippart@troy.k12.mi.us for signature
2025-06-26 - 4:59:12 PM GMT
-  Email viewed by nphilippart@troy.k12.mi.us
2025-06-26 - 5:28:50 PM GMT- IP address: 104.47.55.254
-  Signer nphilippart@troy.k12.mi.us entered name at signing as Nancy Philippart
2025-06-26 - 5:29:32 PM GMT- IP address: 68.36.50.250
-  Document e-signed by Nancy Philippart (nphilippart@troy.k12.mi.us)
Signature Date: 2025-06-26 - 5:29:34 PM GMT - Time Source: server- IP address: 68.36.50.250
-  Document emailed to sdunneback@troy.k12.mi.us for signature
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-  Email viewed by sdunneback@troy.k12.mi.us
2025-06-26 - 9:09:18 PM GMT- IP address: 99.6.61.123
-  Signer sdunneback@troy.k12.mi.us entered name at signing as Steve Dunneback
2025-06-26 - 9:10:34 PM GMT- IP address: 99.6.61.123

 Document e-signed by Steve Dunneback (sdunneback@troy.k12.mi.us)
Signature Date: 2025-06-26 - 9:10:36 PM GMT - Time Source: server- IP address: 99.6.61.123

 Document emailed to malfes@troy.k12.mi.us for signature
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 Signer malfes@troy.k12.mi.us entered name at signing as Mary Lou Alfes
2025-07-14 - 7:06:57 PM GMT- IP address: 162.233.221.71

 Document e-signed by Mary Lou Alfes (malfes@troy.k12.mi.us)
Signature Date: 2025-07-14 - 7:06:59 PM GMT - Time Source: server- IP address: 162.233.221.71

 Agreement completed.
2025-07-14 - 7:06:59 PM GMT