

MASTER AGREEMENT

BETWEEN

**TRAVERSE CITY AREA PUBLIC SCHOOLS
BOARD OF EDUCATION**

and the

**TRAVERSE CITY CLERICAL,
ASSISTANTS, PARAPROFESSIONALS,
AND SECRETARIES ASSOCIATION**

Through June 30, 2012

**TRAVERSE CITY AREA PUBLIC SCHOOLS
CLERICAL, ASSISTANTS, PARAPROFESSIONALS,
AND SECRETARIES ASSOCIATION**

MASTER AGREEMENT

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RECOGNITION

Section 1

- 1.1 The Board of Education recognizes the Association as the exclusive bargaining representative as defined in Act 379 of the Public Acts of Michigan of 1965, as amended, for all full-time and regularly employed part-time secretaries, assistants, clerks, and elementary school food service clerks/clerical employees (whose primary service is not with the Food Service Employees Association), employed by the Traverse City Area Public Schools, but excluding temporary and substitute employees, supervisors, personnel and labor relations office secretaries, secretaries to the Superintendent, Associate Superintendent, and Assistant Superintendents, payroll coordinator, accounting department head, and all other employees.
- 1.2 The Association agrees that its representation of the above personnel does not extend to employees during the time when they may perform duties and job responsibilities already covered by an existing bargaining unit within the Traverse City Area Public School District such as the duties performed by employees in bargaining units of the Food Service Employees Association, Traverse City Education Association, Traverse City Transportation Association, and AFSCME.

EMPLOYER/EMPLOYEE COOPERATION

Section 2

- 2.1 The Traverse City Clerical, Assistants, Paraprofessionals, and Secretaries Association Board will call a meeting of the Executive Board and the Central Office Executive team at least three times annually for the purpose of clarification or discussion of issues. Additional meetings may be mutually agreed to as needed.

MANAGEMENT RIGHTS

Section 3

- 3.1 The Association recognizes that the Board of Education on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and by the statutes of the State of Michigan, particularly the Michigan School Code, and by the Constitution of the United States, including, but without limiting the generality of the right to establish policy for the executive management and administrative control of the school system, its properties, its facilities and its personnel, as well as the methods and means necessary to the proper execution of the foregoing obligation provided that such rights shall be exercised in conformity with the provisions of this Agreement.
- 3.2 The Employer reserves the right, except as may be limited by express written language elsewhere in this Agreement, to:

- a. The executive management and administrative control of all aspects of the school district and the work activities of its employees, including the right to subcontract such services. Subcontracting in a position in excess of forty-five (45) consecutive workdays shall occur only after consultation with the Association, providing the reason for such subcontracting. The Employer's use of TCAPS employed substitutes shall not be considered subcontracting as it applies to this paragraph.
 - b. The hiring and termination of employees and the determination of qualifications and conditions of employment, including training programs, work hours, standards of performance, assignments, promotions, transfers, discharge and discipline of personnel, and of the size, composition, and structure of the working force.
 - c. The establishment of policies and procedures which determine the operation of the school district and responsibilities of the personnel, and executive management and administrative control of the properties of the school district.
- 3.3 Nothing contained herein shall be considered to deny or restrict the Board of Education of its rights, responsibilities, 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.
- 3.4 The Association agrees that it shall not discourage, deprive, coerce, harass or discriminate against any employee of the Board of Education with respect to the enjoyment of any rights conferred by the laws and the Constitution of Michigan and the United States.

ASSOCIATION RIGHTS

Section 4

- 4.1 The Association shall have the right of reasonable use of school buildings, facilities, and equipment, including computers, when scheduled through prescribed channels.
- 4.2 The Association shall be permitted reasonable use of interschool mail delivery including e-mail. A copy of all materials sent through the interschool mail delivery and e-mail shall be given to the Human Resources office.
- 4.5 The Association shall be provided with bulletin board space in each building as arranged with the school principal, or the immediate supervisor.
- 4.4 The Employer agrees to furnish to the Association in response to reasonable

requests for all available information concerning the financial resources of the district, the preliminary budget, and such other information as will assist the Association in developing programs on behalf of the employees, preparing for grievances and for negotiations.

- 4.5 Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) working days of such request.

DUES, FEES, AND DEDUCTIONS

Section 5

- 5.1 Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association as allowed by law. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), at the written request of the Association, deduct the service fee from the employee's wages and remit same to the Association.
- 5.2 Upon voluntary written authorization of the bargaining unit member, the Employer agrees to deduct uniform regular periodic dues or fees as stipulated in this section of the Agreement. Individual authorization forms will be furnished by the Association and when properly executed, shall be filed by the Association in the business office of the Employer. Such authorization, when appropriately filed, shall continue in effect from year-to-year unless revoked in writing between August 1 and August 30 of any year. A copy of any revocation shall be provided to both the Association and the business office.
- 5.3 The right to refund to bargaining unit members the monies deducted from their pay under such authorizations shall lie solely with the Association. The Association agrees to reimburse any bargaining unit member for any dues or fees deducted by the Employer and paid to the Association which deduction is in excess of the proper deduction, and agrees to hold the Employer harmless from any such claims of excessive deductions.
- 5.4 Subject to time constraints noted elsewhere in this section, deductions shall be made as mutually agreed by the Association and Employer. Dues or fees deductions shall be transmitted to the Association within fifteen (15) weekdays of the date of such deductions, along with a list of bargaining unit members and the amount of individual deductions from whom the deductions have been made.
- 5.5 Prior to September 1 of each school year, the Association will give written notification to the Employer as to the amount of dues or fees authorized by the

Association and which are to be deducted during that school year under such authorization. The amount of such dues and fees are not subject to change more than once during the entire school year except by mutual agreement, it being understood that new employee dues and fees may be added, or terminated employee dues and fees deleted during the year.

- 5.6 The Employer shall not be required to make any deduction for Association fees or dues if the employee's pay is not sufficient to cover those dues/fees in any pay period. The Employer shall not be required to honor any deduction when an authorization or amount of such authorization is delivered to the Employer's business office later than four (4) weeks prior to the distribution of the payroll from which deductions are to be made.

GRIEVANCE PROCEDURE

Section 6

- 6.1 The definitions which apply to this section:

- a. A "grievance" is a written claim by an employee, employees, or the Association that there has been a violation, misinterpretation, or a misapplication of the express written terms included in this Agreement.
- b. A "day" is a weekday (Monday through Friday) exclusive of Saturday, Sunday, or a legal holiday.

6.2 INFORMAL LEVEL

In the event an employee or the Association believes there is a basis for a grievance, the employee or the Association shall first discuss the problem with his/her immediate supervisor (or designee as assigned by the immediate supervisor and/or the Human Resources office) with the objective of resolving the matter informally. The employee may choose to notify the Association of the meeting and/or have an Association representative present at the meeting.

6.3 FORMAL LEVEL I

If, as a result of the informal discussion with the immediate supervisor the complaint is not resolved, a formalized grievance shall be submitted in writing to the Human Resources office within fifteen (15) days following the date of the alleged grievance. The written grievance to the Human Resources office shall include:

- a. Identification of the grievant(s).
- b. The specific facts upon which the grievance is based.

- c. Identification of the applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.
- d. The specific relief requested.
- e. The date on which the alleged grievance occurred.
- f. The date on which the grievance is being filed.
- g. A signature attesting to the facts as presented.

6.4 FORMAL LEVEL II

Within ten (10) days of receipt of the grievance at Formal Level "I", the Employer's designated representative shall meet with the Association in an effort to resolve the grievance. The Employer's designated representative shall indicate the disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association.

6.5 FORMAL LEVEL III

If the grievance is not resolved at formal Level "II", either party may ask for mediation within ten (10) days of receipt of the formal Level "II" response. The mediator will be scheduled at a time that is mutually acceptable to the Association, the Employer, and the mediator. The mediator shall be asked to recommend alternatives to resolve the grievance but such recommendations shall not be binding on either party.

a. Formal Level IV

The Association or the Employer, upon written notice to the other and within twenty (20) days after the written response to the grievance at Level III may submit up to three (3) grievances annually to arbitration under and in accordance with the rules of the American Arbitration Association.

6.7 Powers of the Arbitrator

It shall be the function of the Arbitrator, and s/he shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific sections and subsections of this Agreement.

- a. S/he shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.

- b. S/he shall have no power to establish salary structures or change any salary, but may rule on the proper placement of persons on the established salary schedules.
 - c. S/he shall have no power to rule on any of the following:
 - (1) The termination of services of or failure to re-employ any probationary employee.
 - (2) The placing of an employee on an additional year of probation.
 - (3) Any matter involving the content of an employee evaluation.
 - (4) Any provision of this Agreement which contains an express exclusion from the procedure.
 - (5) Discipline of a probationary employee.
 - d. The Arbitrator shall have no power to change any practice, policy or rule of the Board.
 - e. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 - f. The Arbitrator's fees shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
 - g. When a party unilaterally initiates action to cancel or postpone an arbitration, the fees resulting from the cancellation or postponement will be borne solely by the party taking action to cancel or postpone.
- 6.8 Whenever possible, arbitration hearings shall be scheduled so that no interference with the regular school program results.
- 6.9 The content of an employee evaluation is not subject to the grievance procedure.
- 6.10 Miscellaneous
- a. Grievances filed as Association grievances may, at the option of the Association, be initiated at formal Level II of the grievance procedure.
 - b. A bargaining unit member may give permission to an Association representative to access or inspect and acquire copies of personnel files

which pertain to an affected bargaining unit member in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

DISCIPLINE, SUSPENSION, AND DISCHARGE

Section 7

- 7.1 Employees of the bargaining unit shall not be disciplined except for just cause.
- 7.2 Employees, at their choice, may have Association representation or refuse to have Association representation at disciplinary hearings. It is the responsibility of the employee to contact his/her Association representative to be present at any such hearings.
- 7.3 The Employer agrees to provide written notification (within six (6) workdays) that a bargaining unit member has been disciplined when:
 - a. the discipline is as serious as a written reprimand, and
 - b. the employee did not request nor receive representation from the Association during the disciplinary proceedings.

PROBATIONARY PERIOD

Section 8

- 8.1 Each newly hired employee shall be deemed to be in a probationary period from and including the first day of employment in the bargaining unit until said employee has completed ninety (90) calendar days.
- 8.2 At any time during the probationary period, the employee shall be subject to dismissal without recourse to the grievance procedure.

SENIORITY

Section 9

- 9.1 Seniority shall be defined as an employee's length of continuous service within the district as a member of the bargaining unit.
- 9.2 Probationary employees shall accrue no seniority until the completion of their probationary period at which time their seniority shall revert to their first day of work as a member of the bargaining unit.
- 9.3 Seniority shall not accrue during layoff or during an authorized unpaid leave of

absence in excess of twenty (20) calendar days.

9.4 Employees shall lose seniority in the bargaining unit for the following reasons:

- a. S/he quits or no longer works in a position represented by the bargaining unit.
- b. S/he is discharged.
- c. S/he is absent for three (3) working days without notifying the Employer, except in an emergency when it is impossible for the employee to notify the Employer.
- d. S/he does not return to work when recalled from layoff.
- e. S/he does not return to work following sick leave or authorized unpaid leave of absence.
- f. S/he is on an unpaid leave of absence for injury, illness, or disability in excess of one year for reasons other than a work-related injury, illness, or disability.
- g. S/he retires.

9.5 Non-employment during summer months (June, July, and August) shall not be considered a layoff and/or an authorized unpaid leave of absence for purposes of computing seniority.

9.6 The Employer will provide an updated seniority list (in chronological order) to the Association by January 31 of each year. Should the list not be challenged and/or corrected within thirty (30) days, it shall be considered correct.

9.7 An employee who transfers out of the bargaining unit (but remains employed by the Employer without interruption) and is rehired back into the bargaining unit within one calendar year will be granted seniority when rehired as held at the time of the transfer out of the bargaining unit.

VACANCY, JOB POSTING, ASSIGNMENT, AND TRANSFER

Section 10

10.1 A vacancy is defined as a new position or a position that has been vacated and will be refilled by the Employer.

10.2 A position may be declared vacant when the number of weekly work hours for the position is being increased from less than twenty (20) hours to more than

twenty-five (25) hours weekly.

- 10.3 In those cases where the employee may not be retained in the increased hours position (see Subsection 9.2 above), said employee may apply for the vacancy, following the procedures noted in this section.
- 10.4 The right of determination of assignment and transfer of employees is vested in the Employer and its designated representatives.
- 10.5 Whenever a vacancy in the bargaining unit shall occur, full-time, part-time (except for noon duty assistants), or a new position created, excluding approved leaves of absences, the Employer, through administrative personnel, shall give written notification to the Association through its president.
- 10.6 Notification of vacancies (including newly created positions) shall be given within seven (7) calendar days of the date the vacancy is declared open.
- 10.7 Vacancies will be posted in each building of the district for a period of seven (7) calendar days. Employees interested shall apply in writing within the time specified and as designated in the job posting. Job postings shall include (as a minimum) title, job classification, work hours per week, location of work, and job description.
- 10.8 Interested bargaining unit members must apply in writing to the Human Resources Office within the seven (7) day posting period.
- 10.9 When a vacancy is to be filled by the Employer, the Employer will place a current bargaining unit member, a transfer, or a new hire in the position based on, in the opinion of the Employer, the individual who is best qualified for the position. In filling a position, the Employer will consider qualifications, length of service to the school district, and other relevant factors as they relate to all applicants. In the event that two or more applicants have equal qualifications, the most senior applicant would receive the position.
- 10.10 Bargaining unit employees who apply for and are interviewed for a vacant position shall be informed, in writing, as to who has been selected for the vacant position.
- 10.11 No position in the bargaining unit shall earn tenure or tenure in position.
- 10.12 The Employer will make available to the president or designee of the Association on a monthly basis the name and assignment of employees new to the bargaining unit.

LAYOFF AND RECALL

Section 11

- 11.1 If the Employer determines it necessary to reduce the work force, the Association shall be informed in writing at least two weeks prior to the anticipated reduction in work force and the reason(s) for such reduction.
- 11.2 The Employer will notify employees in writing a minimum of two weeks prior to any layoff (excluding overload instructional assistants). A copy of the notice to the employee will be sent to the Association.
- 11.3 In the event of a reduction in work force, such reduction shall take place by building, classification, and seniority. Such reduction in work force shall be in the following order:
 - a. Probationary employees.
 - b. Other employees according to building, classification, and seniority.
- 11.4 Any employee whose job has been eliminated due to layoff shall be entitled to:
 - a. Apply for any vacant bargaining unit position for which s/he is qualified. Upon submitting a timely letter of application, the six (6) most senior laid-off employees will be granted an interview.
 - b. All laid-off employees who apply shall receive a written response in regard to their application and/or interview.
- 11.5 If a regular position is not available, the laid-off employee may request to work as a temporary or substitute employee until recalled to a regular position.
- 11.6 Employees shall be recalled to work by building, classification, and seniority in inverse order of layoff.
- 11.7 The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at the last address the employee has left with the Employer. Employees shall not be required to report to work until at least seven (7) calendar days after the date the recall notice is mailed to the employee. The employee may, however, report to work earlier than the seven (7) days, if requested, at the employee's option.
- 11.8 Recalled employees shall report to work no later than the date specified in the recall notice by the Employer (except in cases of an emergency and when the Employer is notified in advance). Failure to report on the recall date shall automatically terminate the employee's employment.

11.9 Any layoff under this article shall suspend for the duration of the layoff the Employer obligation to pay salary or fringe benefits under this Master Agreement. The employee will be notified of options in regard to paying for benefits lost during layoff.

11.10 Employees on layoff in excess of one (1) year shall not be subject to recall except when such layoff is the result of school district restructuring. Employees laid off due to restructuring shall not be subject to recall after a two-year period.

TEMPORARY OR ADDITIONAL WORK

Section 12

12.1 Bargaining unit employees who are scheduled to work less than a forty (40) hour workweek may request to be placed on a substitute or temporary employee list with a request to be assigned to work in a like or similar position (when such assignment will not require said employee to exceed eight (8) hours in any weekday or forty (40) hours in any workweek).

12.2 If a bargaining unit employee accepts a substitute/temporary assignment within the bargaining unit, the bargaining unit employee shall receive his/her regular rate of pay for said temporary/substitute assignment or the rate of pay for the temporary/substitute assignment whichever is higher.

12.3 The Employer will give first consideration to bargaining unit employees who would like to work during their unscheduled work time as outlined in Subsection 12.1 above prior to assigning a substitute employee. Assignment of substitute or temporary employees will be at the discretion of the Employer.

WORKDAY/WORKWEEK

Section 13

13.1 Employees will be notified of their tentative days and hours in June for the following school year. Any reduction in the work schedule occurring during the school year will be discussed in advance by the employer, the association, and the employee unless the employee declines representation after the Employer has notified the association.

13.2 The normal workweek for bargaining unit employees is Monday through Friday unless prior or different authorization is received from the Employer.

13.3 Any bargaining unit employee scheduled to work five (5) hours or more daily shall be entitled to a duty-free unpaid lunch period of at least thirty (30) minutes.

13.4 Lunch periods may be adjusted so that an office or work station can be covered throughout the entire day.

- 13.5 When required by the Employer, employees shall complete time sheets (or time cards), have them reviewed and signed by the immediate supervisor, and forward them to the business office as may be required by the business office.
- 13.6 Employees are required to complete and (through their immediate supervisor) forward the appropriate forms to the business office or Human Resources office after each absence.
- 13.7 Employees shall be allowed up to a fifteen (15) minute break for each four (4) hours of employment.
- 13.8 The normal workday may be shortened in a building or buildings at the discretion of the Employer on Fridays, days before a holiday, or other days when teachers are not scheduled to report.
- 13.9 Employees whose combined regular hours total more than forty (40) hours per week may be reassigned to a position which brings the total combined hours to forty (40) or less regular hours per week.
- 13.10 An employee may ask for flexible hours (working more hours on one or more days of the week and less on others.) Flexible hours shall be scheduled only by mutual agreement between the supervisor, the employee and Human Resources Department.
- 13.11 Employees (except overload assistants) shall be provided with a ten (10) working day notice if their daily hours are scheduled to be reduced.

WORK YEAR

Section 14

- 14.1 Bargaining unit employees who are assigned for a full calendar year (52 weeks) are full year employees.
- 14.2 Bargaining unit employees who are assigned for less than a full calendar year (52 weeks) are school year employees.
- 14.3 It is recognized that some school year employees may be assigned for more or less than ten-months.

EMPLOYEE INFORMATION

Section 15

- 15.1 The Employer will provide within thirty (30) days of the employee's annual reporting date in each fiscal year to each bargaining unit member written

information as to his/her rate of pay, sick days, vacation days and personal leave days (as applicable).

- 15.2 The immediate supervisor for each bargaining unit employee is the chief administrator/supervisor at the employee's assigned building(s) or the department head where departments exist unless the employee is assigned a different immediate supervisor in writing or by job description.
- 15.3 Bargaining unit employees who wish to receive written verification as to their designated immediate supervisor and/or evaluator can receive that written verification by submitting a written request to the chief administrator/supervisor at the building where the bargaining unit member is assigned.

MISCELLANEOUS

Section 16

- 16.1 Each building administrator/supervisor will be responsible for posting a list of procedures to be followed in case of emergency. Procedures will include the name(s) of the administrator(s) or supervisor(s) responsible when someone is in need of emergency attention.
- 16.2 A bargaining unit member wishing to attend a conference or workshop for the upgrading of job-related skills must obtain prior approval from his/her immediate supervisor. Reimbursement for registration fees, lodging, transportation, and other expenses may be limited by the Employer and shall not exceed an amount approved in advance by the Employer.
- 16.3 Bargaining unit members may request written prior approval for partial reimbursement for successful completion of job-related college courses. When approved, reimbursement will be at 50% of the tuition charges of the institution offering the courses.
- 16.4 In those cases where a bargaining unit member's immediate supervisor is absent for more than twenty (20) consecutive days and no other supervisor or supervisors are assigned to assume the duties of the absent supervisor, then, in that case, the Employer will, provide a 10% increase in a bargaining unit member's base salary until a new supervisor or substitute supervisor is assigned to assume the responsibilities of the supervisor who is absent.
- 16.5 The Employer and Association agree to support discussions surrounding mutual concerns, including Employer and/or employee concerns in regard to health and safety matters, as a means of facilitating communication and problem solving.
- 16.6 Employees who attend training sessions during their regularly assigned work hours shall receive their regular compensation for doing so. Employees who are

required to attend training sessions offered by the Employer during non-work hours will be compensated at an established in-service rate.

- 16.7 Bargaining unit members shall not be excluded from making recommendations in regard to district school improvement plans.
- 16.8 All bargaining unit members shall be advised of in-service training opportunities available to them. These in-services will include first aid and CPR instruction.

COPIES OF MASTER AGREEMENT

Section 17

- 17.1 Copies of the Master Agreement will be printed at the expense of the Employer and will be made available to all members of the bargaining unit. New employees will receive a copy of the Master Agreement when they sign their employment papers in the Human Resources office.

PERSONNEL FILE

Section 18

- 18.1 Each employee may review the contents of his/her personnel file within two (2) weekdays after making such request. Confidential materials, pre-employment letters of recommendation, and materials received from educational institutions and previous employers may be removed from the personnel file and may not be subject to disclosure to the employee.
- 18.2 There will be a single and exclusive personnel file maintained in the Human Resources Office on each bargaining unit member. This shall not be construed to prevent the Employer from keeping building files with copies of personnel records.
- 18.3 The contents of an employee's personnel file may be used in making recommendations pertaining to employment outside the school district. If requested by the employee, the type of information used in the recommendation for employment will be provided to the employee.
- 18.4 A bargaining unit member will have the right to review the contents of the personnel file originating after initial employment and to have a representative of the Association accompany him/her in such review. Other individuals examining a bargaining unit member's file shall indicate in the file who has reviewed it and the date reviewed.
- 18.5 Administrators and supervisors may contribute to employees' personnel files in accordance with their duties.

- 18.6 Written communications about concerns of a bargaining unit member shall not be made a part of the employee's personnel file without allowing said employee an opportunity to file a response thereto. Any timely response shall become a part of the file. The bargaining unit member's response must be filed within five (5) weekdays of their receipt of the communication stating the concern. Unsigned, anonymous, or communications found to be erroneous will not become a part of a personnel file.
- 18.7 In those cases where an employee may request that negative or disciplinary materials be removed from said employee's personnel file, the Employer, at its discretion, may:
- a. Remove all or a portion of those materials from the employee's personnel file.
 - b. Establish conditions for removal of said materials (including a time line for such removal).
 - c. Set a date for future consideration of the employee's request.
 - d. Deny the employee's request to remove said materials.

EMPLOYEE EVALUATIONS

Section 19

- 19.1 The employee evaluation performance review form most recently reviewed and revised will be the one used for secretarial/clerical employees unless modified or revised by mutual agreement of the Employer and Association.
- 19.2 Each member of the bargaining unit will be evaluated at least once during the first full year of employment and a minimum of once every three (3) years thereafter.
- 19.3 A copy of each employee's evaluation shall be included in the employee's personnel file.
- 19.4 Employee observation for formal evaluation will be conducted during working hours.
- 19.5 Responsibility for the evaluation lies with the assigned supervisor or his/her designee. The employee will be informed as to who will perform the evaluation.
- 19.6 All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) working days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response

which shall be attached to the file copy of the evaluation.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth.

- 19.7 Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. The bargaining unit member's signature shall indicate that he/she has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations will be placed in the bargaining unit member's personnel file within ten (10) working days of the final evaluation.

RESIGNATION

Section 20

- 20.1 All bargaining unit members shall give at least fourteen (14) calendar days written notice of resignation to his/her immediate supervisor, with a copy of said written resignation to the Human Resources Office.
- 20.2 Failure to comply with timely notification shall mean forfeiture of any and all benefits (except as noted in Subsection 36) unless special permission is granted by the Superintendent or his/her designee.

EMERGENCY SCHOOL CLOSINGS

Section 21

- 21.1 Full year bargaining unit employees are expected to work on each workday that schools are closed due to inclement weather or other emergency condition which requires the closing of a building or buildings. Full year employees who choose not to work or who work less than a full day on a day that is closed due to inclement weather may receive pay for the time by charging the missed time to sick leave, vacation or compensatory time balances. (See Subsection 21.3 for exceptions and guidelines.)
- 21.2 School year employees shall not work on any day schools are closed due to inclement weather or other emergency condition when such day(s) will be rescheduled or made up at a later date. School year employees will receive pay for days required to work under this subsection of the contract. School year employees in Classifications I, II, and III will not work on any days schools are not in session due to inclement weather, however, those employees may use accrued sick time or earned compensatory time (if sufficient) for days not worked, which days will not be rescheduled or made up at a later date. School year

employees in Classifications IV through VII are expected to work on each workday that school is closed due to inclement weather or other emergency conditions, which requires the closing of a building or buildings. School year employees in Classifications IV through VII who choose not to work or who work less than a full day on a day that is closed due to inclement weather may receive pay for the time by charging the missed time to sick leave, vacation or compensatory time balances. (See Subsection 21.3 for exceptions and other guidelines).

- 21.3 If weather is determined to be so bad that all employees are directed by the central administration office (in person, through the media, or by telephone on the day in question) not to report to work, or all employees are sent home early, all full year bargaining unit employees will receive pay for regular hours during that portion of time without the time being charged to sick leave, vacation leave, or compensatory time. All school year employees will also receive pay for regular hours under conditions as outlined in this paragraph of the contract except in those instances where the day will be rescheduled or made up at a later date.
- 21.4 When school opening is delayed or closed because of inclement weather, bargaining unit members are expected to report for work at the regular reporting time or as close to that scheduled time as reasonable or as road conditions allow.
- 21.5 If an emergency is determined in a building or buildings and all employees in that building or buildings are directed by the Employer to be sent home early, those bargaining unit members will receive pay for regularly scheduled hours.
- 21.6 The normal workday hours may be shortened in a building or buildings on inclement weather or other emergency school closing days at the discretion of the Employer. When this occurs the bargaining unit members will suffer no loss in pay.

SICK LEAVE

Section 22

- 22.1 Full year employees will earn the equivalent of one (1) sick leave day per month worked, accumulative to a maximum of one-thousand fifty (1,050) hours.
- 22.2 School year employees will earn the equivalent of one (1) day of sick leave per month worked (maximum of ten per year) accumulative to a maximum of eight-hundred eighty (880) hours.
- 22.3 Employees may utilize sick leave and receive normal pay for personal illness to the extent of accumulated sick leave, vacation days or compensatory time.

- 22.4 Employees may annually utilize up to a total of six (6) days of sick leave and receive normal pay for illness in the employee's immediate family.
- 22.5 Immediate family, for purposes of sick leave, is defined as spouse, child, step-child, grandchild, foster child, parent, step-parent, grandparent, or a relative living with and making his/her home in the employee's household.
- 22.6 Absence for illness in the immediate family shall be deducted from the employee's sick leave, vacation days or compensatory time.
- 22.7 A record of absence form must be completed in all cases when sick leave is used.
- 22.8 An employee may be required to present a certificate showing that s/he is in good mental or physical health. The cost of said exam, when required by the Employer, will be paid by the Employer.
- 22.9 An employee may be required to present a certificate of disability to the Employer when absent in excess of three (3) consecutive workdays.
- 22.10 All sick leave will be computed (earned and used) on an hourly basis (based on an individual's workday). Employees may not use sick leave in less than increments of 15 minutes.

SICK LEAVE RESERVE

Section 23

- 23.1 When employee's sick leave has been exhausted, an employee may be granted the equivalent of up to thirty (30) additional sick leave days as available and approved from the sick leave reserve plus the days which the employee has contributed to the sick leave reserve to be used by the employee as necessary in any one school year.
- 23.2 The following guidelines will govern utilization of the sick leave reserve:
- a. In order to be eligible to draw from the reserve, the bargaining unit member must be eligible for sick leave and must have contributed a sick day to the sick leave reserve in accordance with subsection 23.2 b.
 - b. Each employee will be invited to contribute hours equivalent to one (1) of his/her accumulated sick leave days to the sick leave reserve. A consent form for the deduction will be sent to all employees each fall. Additional hours shall be requested of employees only when the reserve is depleted to five hundred (500) hours or less. The consent forms will be sent to the

employees within the first thirty (30) work days of each school year or within the first thirty (30) work days of employment for new hires. The consent forms must be returned to the Human Resources Office within two (2) weeks of receipt and prior to utilizing the sick bank.

- c. The sick leave reserve shall be available only for major personal illnesses and injuries and not on a daily basis. A Certificate of Disability form from a licensed physician must accompany the request for use of the sick leave reserve. The request must be received in the Human Resources office (if possible) prior to the effective date of drawing from the sick leave reserve.
 - d. An employee who has used the equivalent of thirty (30) sick leave days shall not draw additional hours from the sick leave reserve in a subsequent year until such time as the employee has contributed the equivalent of at least one additional day to the sick leave reserve.
 - e. An employee will not accrue sick leave while utilizing sick leave reserve.
- 23.3 In order to be eligible to draw from the sick leave reserve, the employee must present a doctor's certificate of injury or illness to the Human Resources office with the request to use the sick leave reserve.
- 23.4 The sick leave reserve shall be administered by the Human Resources office, and reviewed by two (2) persons designated by the Superintendent or his/her designee and two (2) persons designated by the Traverse City Assistants/Secretarial/Clerical Association. These persons shall be the Sick Leave Reserve Committee, which shall review all matters related to the sick leave reserve. The Association president will be provided an annual report on the utilization of the sick leave reserve.

BEREAVEMENT

Section 24

- 24.1 Employees shall be allowed up to six (6) workdays (bereavement) without loss of salary as funeral leave for death in the immediate family. It is understood that an employee will use only as many of the six (6) days as is necessary.
- 24.2 Death in the immediate family is defined as spouse, parent, step-parent, brother, stepbrother, sister, stepsister, child, step-child, grandchild, grandparent, current in-law, or a relative living with and making his/her home in the employee's household.
- 24.3 Absence for death in the immediate family, within the limits as outlined in this section, shall not be deducted from the employee's sick leave. A record of absence form must be completed upon return from the leave.

- 24.4 If additional days are required beyond those stipulated in Subsection 24.1 and Subsection 24.2 above, the employee, with the prior approval from his/her immediate supervisor, may be allowed to use a portion of his/her accumulated sick leave, vacation days, or compensatory time as approved by his/her immediate supervisor. If necessary, the Employer may request a physician's recommendation to support an employee's request for additional days which will be reviewed on a case-by-case basis and approved at the discretion of the Employer.
- 24.5 When no personal business leave day is available, an employee may request a day (or days) off for the death of individuals not included in Subsection 24.2 above. When approval is granted, the days off will be deducted from the employee's sick leave, vacation days or compensatory time.

BUSINESS LEAVE

Section 25

- 25.1 Employees may be granted one (1) day to be used as a business leave each year, without loss of pay, to transact non-social, non-recreational personal business which cannot reasonably be done during non-working hours.
- 25.2 Arrangements for business leave days must be made twenty-four (24) hours in advance (except in emergency) with the employee's designated administrator/supervisor and approved by the Human Resources office.
- 25.3 No business leave day shall be taken on a workday immediately before or after a holiday or vacation period, except in emergencies and on an individual basis and at the sole discretion of the Employer through the Human Resources office.
- 25.4 The specific reason for the business leave must be presented, if requested, to the employee's designated administrator/supervisor. Business leave days are not accumulative from year to year. Unused business leave days will be added to the employee's accumulated sick leave.

JURY DUTY

Section 26

- 26.1 An employee who serves on jury duty or is subpoenaed as a witness will be paid the difference between jury duty pay (excluding mileage) and his/her regular pay. A photocopy of the jury duty check shall be presented to the payroll department.
- 26.2 The employee is excused from work only during the time required to serve as a juror or as a subpoenaed witness.

26.3 Employees who will be serving as a juror or subpoenaed as a witness are required to provide appropriate advance notification to the Employer.

HOLIDAY PROVISIONS

Section 27

27.1 Paid holidays for full year employees who work four (4) hours or more per day are designated as, and limited to:

New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year's Day.

27.2 Paid holidays for school year employees who work four (4) hours or more per day shall be as follows:

New Year's Day, Good Friday, Memorial Day, Fourth of July (only if the employee works the entire week of July 4), Labor Day (only if the employee's return to work date is on or before September 15), Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day.

27.3 Paid holidays for bargaining unit employees who are assigned to work fewer than four (4) hours or more per day shall be as follows:

New Year's Day, Thanksgiving Day, and Christmas Day.

27.4 If a paid holiday falls on Saturday, Friday shall be considered as a holiday; if the holiday falls on a Sunday, Monday shall be considered as a holiday. If double holidays fall on Friday/Saturday, the Employer will inform the Association if the non-workdays will be Thursday/Friday or Friday/Monday. If double holidays fall on Sunday/Monday, the Employer will inform the Association if the non-workdays will be Friday/Monday or Monday/Tuesday.

27.5 If school is in session on any paid holiday, the Association and Employer will meet and select a mutually acceptable non-school day to replace the paid holiday.

VACATIONS

Section 28

28.1 Paid vacations will be granted to twelve-month employees as follows (prorated for new employees who work less than a full year):

Length of Service	Days Vacation
1 - 5 Years	10
6 Years	11
7 Years	12
8 Years	13
9 Years	14
10 Years	15
11 Years	16
12 Years	17
13 Years	18
14 Years	19
15 Years +	20

28.2 School year employees who accept twelve-month positions will be granted vacation based on their total length of consecutive experience in the Assistants/Secretarial/Clerical Association.

28.3 Vacations are normally taken during the summer vacation period or other breaks in the student calendar. Vacations may be granted at other times during the year by special request, provided a substitute is not required. All vacations must be prearranged and approved by the supervisor.

28.4 Vacation time earned as of June 30 of each school year must be used prior to June 30 of the following year, except an employee who cannot (due to extenuating circumstances) use the vacation days by June 30 of the following year may use the vacation days in July in the next fiscal year if:

- a. the employee's supervisor notifies the business office in writing by June 20 that the employee will be extending vacation time into July (citing the specific reason for the extension of time), and
- b. the employee's supervisor provides written notification of the approved request to the employee, specifying that the vacation time must be used in July.

28.5 Employees who do not use vacation time within the parameters as outlined in Subsection 28.4 will lose the vacation time without compensation.

- 28.6 If a paid holiday falls within the period of the employee's scheduled vacation, the holiday will not be charged as a vacation day.
- 28.7 Upon returning to work from a vacation, the appropriate Record of Absence form must be filed with the payroll department.
- 28.8 Employees terminating their employment with the school district will be compensated for unused and accrued vacation time.

UNPAID LEAVE OF ABSENCE

Section 29

- 29.1 Leaves of absence of up to one (1) year without pay and fringe benefits may be granted at the Employer's discretion.
- 29.2 To be eligible for an unpaid leave of absence, an employee must have been employed by the Traverse City Area Public School District for a minimum of four (4) consecutive years.
- 29.3 When applying for an unpaid leave of absence, the employee may request that s/he be returned to the same position held prior to the requested leave. In such cases, the Employer will notify the employee if the leave will be granted with right of return to the same position. If the right of return to the same position will not be granted, the employee will be given five (5) days to withdraw the request prior to official action or to ask that the request be granted with the right of return to a position.
- 29.4 Employees on an approved leave of absence in excess of one-half (1/2) of their regularly scheduled work year shall be returned to the same salary schedule step upon return from leave as they were on prior to said leave and shall continue on that step in the ensuing year.
- 29.5 An employee who is granted a leave of absence due to disability for medical reasons (as certified by a licensed physician) under this section of the contract will be granted the right of return to the same position held prior to such leave (if available) in those cases where such medical leave is not in excess of nine (9) months. In such cases the Employer may assign a substitute employee or temporary employee to the position being held open for the individual on a leave of absence due to medical disability.
- 29.6 Employees on an approved leave of absence shall not earn additional sick leave, seniority, or other benefits, but, upon return from leave, shall be entitled to those benefits earned prior to the leave, except as may otherwise be limited in this section of the contract.

29.7 Dock days (if requested by the employee and which may be approved or denied at the discretion of the Employer) of less than ten (10) days in any one school year shall not be covered by this section of the contract.

CHILD-CARE LEAVE

Section 30

- 30.1 Child-care leaves of absence of up to one (1) year may be granted, at the discretion of the Employer, for the purpose of providing child-care or for preparing for a newborn or an adopted child.
- 30.2 Written application for such leave shall be submitted to the Human Resources Office no later than thirty (30) days (if possible) prior to the effective date of the commencement of the leave.
- 30.3 Child-care leave may be requested to begin up to thirty (30) days prior to the date of birth or adoption of the child and shall terminate not later than one (1) calendar year from the date the leave commences.
- 30.4 At the written request of the employee, and when submitted no later than thirty (30) weekdays prior to the expiration of the first child-care leave, and at the discretion of the Employer, child-care leave may be extended up to one (1) year after the expiration of the original child-care leave.
- 30.5 At the end of any child-care leave extension, the bargaining unit employee may apply for a vacancy in the same or similar classification, or for any vacancy for which s/he is qualified.
- 30.6 Child-care leave, when approved, shall be granted without salary or other economic benefits, except as provided by the Family Medical Leave Act (FMLA), up to twelve (12) weeks of this leave may be claimed by the employee as leave under the FMLA. During this unpaid FMLA leave, the employer shall continue to provide group health benefits in accordance with the Act. An employee on an approved child-care leave in excess of one-half (1/2) of their regularly scheduled work year shall be returned to the same salary schedule step upon return to work as the employee was on prior to the requested/approved child-care leave and shall continue on that same step in the ensuing fiscal year. An employee on a child-care leave of less than one-half (1/2) of their regularly scheduled work year shall continue to earn normal salary step credit.
- 30.7 When both parents are employed by the school district, not more than one (1) parent will be eligible for child-care leave concurrently except leave for both parents may be granted at the sole discretion of the Employer in emergency illness/injury situations.

- 30.8 When applying for an original child-care leave of absence, the employee may request that s/he be returned to the same position held prior to the requested leave. In such cases, the Employer will notify the employee if the leave will be granted with right of return to the same position. If the right of return to the same position will not be granted, the employee will be given five (5) weekdays to withdraw the request prior to official action (or to ask that the request be granted with the right of return to an equivalent vacant position).
- 30.9 Employees on approved child-care leave will retain sick leave benefits earned prior to the leave, shall not earn additional sick leave while on the approved leave, and shall not be eligible to use such sick leave benefits until they have returned to work from the approved leave.
- 30.10 An employee on approved child-care leave is entitled only to the benefits listed in this section.

ASSOCIATION BUSINESS

Section 31

- 31.1 At the beginning of each contract year the Association shall be credited with fifteen (15) days per year to be used by members of the bargaining unit. Use of such Association days shall be at the discretion of the Association. Not more than six (6) members of the bargaining unit may use an Association day on the same date except by mutual agreement of both the Association and Employer.
- 31.2 The Association agrees to reimburse the Employer in an amount equal to the cost of a substitute employee's salary for each workday the bargaining unit member is released for Association business. If a bargaining unit member is assigned to substitute for the employee released for Association business, the Association will reimburse the Employer for that day at the rate earned by the substituting bargaining unit member (see Section 12).
- 31.3 The Association agrees to notify the Human Resources Office a minimum of two (2) workdays prior to any such leaves.

NEGOTIATIONS PROCEDURES

Section 32

- 32.1 In any negotiations described in this section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be given all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or

bargaining, subject to final ratification.

- 32.2 If any provisions of this Agreement or application thereof shall be found contrary to law, then such provision or application shall be deemed not valid, but all other provisions or applications shall continue in force and effect.

NO STRIKE CLAUSE

Section 33

- 33.1 The Association and its members recognize that cessation or interruption of their services is contrary to law and public policy. Therefore, the Board and the Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and its members agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any strike or any other form of work cessation or interruption of services and pledge themselves to the purpose of ensuring continuation of the established education program of the school district.

WAIVER AND SCOPE

Section 34

- 34.1 The parties agree that an opportunity to discuss all negotiable items has taken place. Therefore, this Agreement shall constitute the full and complete commitments between both parties and may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties in a written and signed amendment to this Agreement.

WORKERS' COMPENSATION

Section 35

- 35.1 An employee who is absent because of injury or disease compensable under the Michigan Workers' Compensation law shall receive said benefits stipulated in the Act.
- 35.2 Employees who are eligible and choose to receive pay under the Michigan Workers' Compensation law shall not at the same time have their accumulated sick leave days reduced.
- 35.3 Any employee who is absent due to a claim compensable under workers' compensation but for a shorter period of time than when workers' compensation takes effect shall receive pay through the Sick Leave Reserve. Such days shall be deducted from the Sick Leave Reserve without loss of sick leave to the employee's personal account.

HEALTH CARE BENEFITS

Section 36

36.1.a. The Employer shall provide health coverage for employees who are assigned and work 30 hours per week or more. The health coverage will be a Priority Health Point of Service Plan with Health by Choice with a \$10/40 Rx, with employee paycheck deductions over 20 payrolls as follows:

2010/11		
7+ hours per day & full year employees	10/20 Plan	10/40 Plan
Single Subscriber	\$ 65.96	\$35.97
2-Person/Subscriber	\$126.36	\$57.38
Full Family Subscriber	\$135.78	\$63.24
6-6.9 hours per day		
Single Subscriber	\$160.96	\$108.97
2-Person	\$197.36	\$132.38
Full Family	\$209.78	\$150.24

2011/12	
7+ hours per day & full year employees	10/40 Plan
Single Subscriber	\$ 53.00
2-Person/Subscriber	\$ 74.00
Full Family Subscriber	\$111.00
6-6.9 hours per day	
Single Subscriber	\$130.00
2-Person	\$175.00
Full Family	\$190.00

Beginning June 1, 2010, the Employer will pay the Employer subsidies paid in 2009/10 plus an additional amount equivalent to the paying the first 5% of any premium increase, the Employees paying the next 5%, and any increase above 10% split equally. The Employer and Association agree to meet within thirty (30) days of receiving insurance premium renewals to review carrier and benefit levels if the increases are above 20%.

36.1.b. Employees who are assigned and work at least thirty (30) hours or more per week may purchase, at their own expense, optional vision, dental,

short-term and long-term disability insurance. Premium payments for optional insurance will be made by payroll deduction through a Section 125 plan. Optional dental and vision insurance coverage will be available with carrier and benefit levels mutually agreed by the Employer and Association.

- 36.2 Employees who are assigned and work 6-6.9 hours per day and do not sign up for benefits will be given \$15 in gross wages per month. Employees who are assigned and work 7 hours or more per day and do not sign up for benefits will be given \$20 in gross wages per month. Employees may choose to keep the \$15 or \$20 as additional wages or select a tax-sheltered annuity through a Section 125 plan. In order to participate in this program, the employee must show proof of health insurance under another plan. It is understood that the Employer's contribution will reduce the maximum allowable exclusion as defined in the IRS Code. Responsibility for enrollment in the program rests with the employee. In the event ten (10) or more employees enrolled in health insurance choose to enroll in cash-in-lieu of insurance, representatives of the Employer and the Association will meet to review and discuss.
- 36.3 The Employer shall not be required to provide health care coverage for any bargaining unit employee if said employee is and continues to be covered by health care benefits through a health care plan provided through his/her spouse's employer. Dual family coverage for both husband and wife shall not be permitted.
- 36.4 A \$5,000 life insurance policy shall be provided to each employee assigned to work five (5) or more hours pay day. Life insurance shall remain in full force and effect for employees on paid sick leave or during an approved unpaid leave of absence of less than thirty calendar days.
- a. Life insurance for eligible employees will become effective the first of the month following the employee's date of hire.
 - b. Responsibility for enrollment in the program rests with the employee. Employees who do not enroll during the period of time as outlined in this section will not be eligible to enroll until the next open enrollment period.
 - c. Eligibility of insurance paid by the Employer is based on the acceptance of the written application by the insurance carrier.
- 36.5 Employees shall notify the Human Resources Office of any dependent status changes. If an employee fails to notify the Human Resources office, and as a result of the employee's negligence when the number of dependents are reduced

(if no longer eligible for coverage), the employee shall assume the responsibility of repaying the Employer for any overpayment made on a policy in excess of what the employee is entitled to receive.

- 36.6 Benefits for employees will become effective the 1st day of the month following the employee's date of hire and/or eligibility as defined in Section 36.1.a.
- 36.7 Eligibility for health care and/or dental benefits is based on the acceptance of the written application by the insurance provider.
- 36.8 Enrollment or changes for health care, dental, and/or life insurance benefits must occur during the established open enrollment period of each year, within 30 days of a qualifying event, or for new employees within thirty (30) days of the date of eligibility.
- 36.9 Responsibility for enrollment in the health, life, disability, vision and dental programs rests with the employee.

JOB CLASSIFICATIONS

Section 37

- 37.1 Bargaining unit employees shall be assigned in one of the following classifications:
 - Classification VII
 - Classification VI
 - Classification V
 - Classification IV
 - Classification III
 - Classification II
 - Classification I
- 37.2 Classifications are provided to indicate salary schedule placement as related to job responsibilities and requirements.
- 37.3 Bargaining unit members transferring to new classifications within the bargaining unit shall be placed on the same salary step they held at the time of the classification change.
- 37.4 Classification VII shall include the following positions:
 - Accounts Payable Administrative Assistant
 - Accounts Receivable Administrative Assistant

Administrative Assistant to Elementary Principals (lead)
Administrative Assistant to Senior High Principals
Administrative Assistant Middle School Principals
Administrative Assistant to Executive Director of Operations
State and Federal Programs Administrative Assistant
Administrative Assistant to Executive Director of Special Education
Administrative Assistant to Executive Director

37.5 Classification VI shall include the following positions:

Administrative Assistant to School Nurses
Administrative Assistant to Business Office
Middle School/Senior High Principal Office Clerical
Administrative Assistant to Elementary Principals
Administrative Assistant to Senior High/Middle School Principals
(school year)
Administrative Assistant to Assistant Director, Printing Department
Administrative Assistant to the Director of Operations/Maintenance
Operations Administrative Assistant and Routing Technician
Administrative Assistant to Music Department
Administrative Assistant to Athletic Director
Administrative Assistant to District Support Specialist
Administrative Assistant to Counselors
Administrative Assistant to Reading Recovery

37.6 Classification V shall include the following positions:

Senior High Receptionist
Operations Receptionist
Operations Department Clerical
Operations Facilities Use Administrative Assistant
Business Office Clerk
Counseling Office Receptionist
Elementary and Secondary Library Media Paraprofessional
ESL Administrative Assistant
Indian Education Administrative Assistant

37.7 Classification IV shall include the following positions:

Media Processing Clerical
Indian Education Department Clerical
Science Clerical Assistant
Open Gym Facilitator
Weight Room Facilitator

37.8 Classification III shall include the following positions:

- Overload Instructional Assistant
- MEAP Instructional Assistant
- Teacher Instructional Assistant
- Teacher Instructional Assistant-Indian Education
- Counseling Instructional Assistant
- Focus Room/Time Out Instructional Assistant
- Campus Security Assistant
- Physical Education Instructional Assistant
- Detention/Attendance/Cafeteria Assistant
- Library/Media Copy and Computer Instructional Assistant
- Special Education Assistant
- Teacher/Computer Instructional Assistant
- Kindergarten Assistant
- Title I Instructional Assistant
- Clerical Teacher/Office Assistant

37.9 Classification II shall include the following position(s):

- *Food Service Clerical Assistant

* When Classification II positions are vacant, the position will be transferred to a FSEA Classification.

37.10 Classification I shall include the following position(s):

- Noon Duty/Recess/Cafeteria Assistant

37.11 Longevity pay:

Employees moving from one classification to another (I through VII) and who are eligible for longevity pay will continue to be paid on the longevity pay schedule as listed in the negotiated Master Agreement.

37.12 Nothing contained in this section (Section 37) of the contract shall prevent any and all classifications from being bargained in any successor contract.

Traverse City Area Public Schools
 ASC EMPLOYEE SALARY SCHEDULE:
 School Year Positions

The 2010/11 and 2011/12 salary schedule will remain the same as the 2009/10 salary schedule. Employees will receive step and longevity increases, if applicable, for 2010/11. Employees will be frozen at the step and longevity paid during the 2010/11 school year for 2011/12.

2010/2011 and 2011/12
 Classifications

STEP	VII	VI	V	IV	III	II	I
1	12.16	11.88	11.38	10.83	10.05	8.97	10.48
2	12.48	12.20	11.72	11.15	10.41	9.32	10.48
3	12.85	12.58	12.03	11.50	10.74	9.65	10.48
4	13.24	12.96	12.39	11.79	11.09	10.01	10.48
5	13.63	13.34	12.75	12.15	11.44	10.25	10.82
6	14.03	13.76	13.13	12.51	11.81	10.25	10.82
7	14.43	14.15	13.50	12.90	12.13	10.25	10.82
8	14.85	14.57	13.91	13.23	12.46	10.25	10.82

Traverse City Area Public Schools
 ASC EMPLOYEE SALARY SCHEDULE:
 Full Year Positions

2010/11 and 2011/12
 Classifications

STEP	VIIa	VIa	Va	IVa
1	12.70	12.23	11.75	11.15
2	13.10	12.60	12.04	11.50
3	13.47	12.94	12.40	11.82
4	13.89	13.34	12.75	12.13
5	14.28	13.74	13.13	12.53
6	14.74	14.16	13.52	12.84
7	15.20	14.57	13.90	13.25
8	15.68	14.99	14.30	13.62

38.11 Longevity pay for bargaining unit employees:

9th - 14th year	\$.25 per hour
15th - 19th year	\$.30 per hour
20+ years	\$.40 per hour

- 38.12 Bargaining unit employees shall be paid at two-week payroll intervals. The number of pay checks an employee receives annually will depend on the employee work year and will be as stipulated by the Employer.
- 38.13 The Employer may make corrections in an employee's pay when bonafide errors are discovered. In such cases an explanation of the error will accompany the pay adjustment. If the correction cannot be made by a pay adjustment, the employee will make arrangements with the Employer to reimburse the money owed.
- 38.14 A bargaining unit member who has been employed for one full year either as a school year or full year employee, and who has not been absent for more than a total of three (3) days due to illness, business leave, or unpaid leave (including dock days) shall be eligible for recognition on an annual basis, and when said employee misses no days annually due to the above-stated reasons, said employee shall receive a stipend in the amount of one (1) day's pay (based on the "normal" workday) for the same year.
- 38.15 Employees shall not be eligible to bid any regular position(s) totaling more than forty (40) hours per week within the bargaining unit nor when combined bargaining unit and/or non-bargaining unit positions with Traverse City Area Public Schools total more than forty (40) hours weekly.

OVERTIME

Section 39

- 39.1 When an overtime work situation arises, the Employer may request employees to work overtime.
- 39.2 Employees (except as noted in Subsection 39.4) will be paid time and one-half for hours worked on Sunday or on legal holidays (as requested by the supervisor), or for hours worked in excess of forty (40) in one Sunday through Saturday workweek (as requested by the supervisor) or be given compensatory time. The compensatory time shall be calculated at time and one-half for hours worked over forty in one week. Compensatory time may be banked throughout the year but must be used prior to the end of the school year for school year employees and prior to July 31 for full year employees unless the employee, his/her immediate supervisor and the Human Resources Department mutually agree otherwise in writing.
- 39.3 Employees shall provide written documentation to their immediate supervisor for review and signature whenever they are assigned, and work, in excess of their regularly scheduled workweek.

- 39.4 An employee who is eligible for overtime compensation may elect to receive such compensation as compensatory time (rather than pay) if approved in advance by the immediate supervisor.

RETIREMENT PAY

Section 40

- 40.1 In order to qualify for retirement pay as noted in Subsection 40.2, the individual retiring must have been employed by the Traverse City Area Public School District for a minimum of ten (10) consecutive years and have worked a minimum of 7,200 hours during those ten (10) consecutive years of employment. In addition, the employee must meet at least one of the following requirements:
- a. Qualify and be eligible to draw retirement disability through the Michigan Public School Employees Retirement System within thirty (30) days of the time of termination of employment with the Traverse City Area Public School District.
 - b. Qualify and be eligible to begin drawing retirement from the Michigan Public School Employees Retirement System within thirty (30) days of said retirement from the Traverse City Area Public School District.
 - c. Have reached the age of sixty (60) years.
- 40.2 The employee (as listed in Subsection 40.1 above) qualifying for retirement pay shall receive as retirement pay an amount equal to one-half of his/her regular daily base pay at retirement for each day of accumulated sick leave, but not to exceed the maximum amount \$1,300. Beginning June 1, 2010, the amount will increase to \$1,750 and an additional \$500 if the employee has had perfect attendance during the 12 months prior to the employee's retirement date.
- 40.3 In case of the death of the employee, an amount equal to one-half (1/2) of the employee's regular daily base pay for each day of accumulated sick leave shall be paid to the employee's beneficiary, but not to exceed a total of the maximum amount of \$1,500. Beginning June 1, 2010, the amount will increase to \$1,750 and an additional \$500 if the employee has had perfect attendance during the 12 months prior to the employee's death.
- 40.4 Employees who would otherwise qualify for retirement pay under Subsection 40.1 (a., b., and c.) but who do not meet the number of hours required under Subsection 40.1, shall receive as retirement pay an amount equal to one-half of his/her regular daily base pay at retirement for each day of accumulated sick leave, but not to exceed a total of the maximum amount of \$300. Beginning June 1, 2010, the amount will increase to \$750.

TERMS OF AGREEMENT

Section 41

41.1 The provisions of this Agreement shall become effective upon the date the Agreement has been ratified by both parties and shall continue as a two year agreement for 2010/11 and 2011/12 in full force and effect until June 30, 2012.

41.2 In accordance with the Public Employment Relations Act (PERA) an emergency manager appointed under local government and school district fiscal accountability act shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or on the Employer. The Union reserves all rights to assert that this clause is unenforceable.

41.3 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on June 29, 2011.

TRAVERSE CITY CLERICAL, ASSISTANTS,
PARAPROFESSIONALS AND SECRETARIES
ASSOCIATION MICHIGAN EDUCATION
ASSOCIATION/NEA

TRAVERSE CITY AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

By: _____
TC CAPSA President

By: _____
President

By: _____
Chief Spokesperson

By: _____
Superintendent

By: _____
Negotiating Committee Member

By: _____
Director of Human Resources