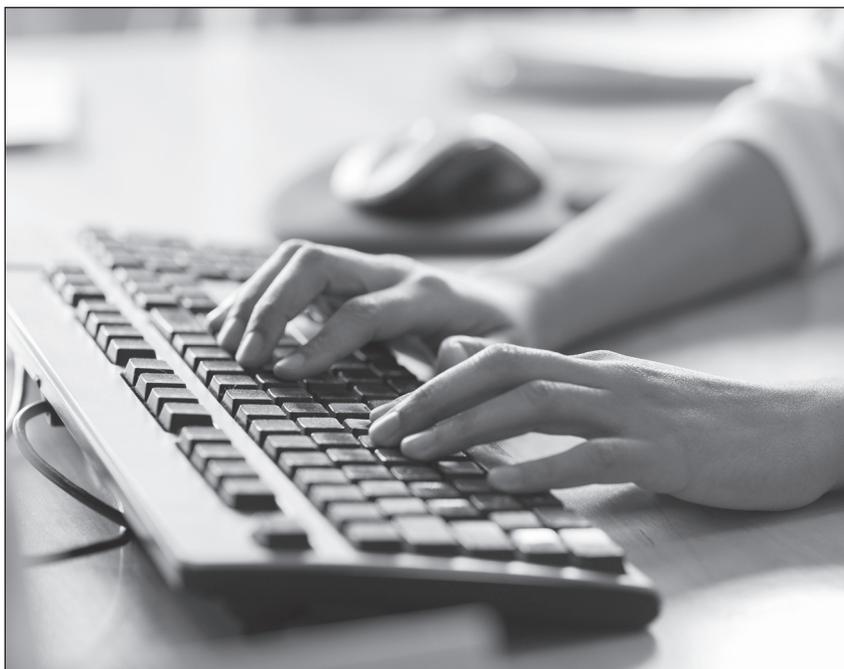


**T R A V E R S E   C I T Y**  
**Clerical, Assistants,  
Paraprofessionals, and  
Secretaries Association**



**Master Agreement**

July 1, 2019 - June 30, 2022



# TABLE OF CONTENTS

<u>SECTION NUMBER</u>	<u>SUBJECT</u>	<u>PAGE NUMBER</u>
1	Recognition . . . . .	1
2	Employer/Employee Cooperation . . . . .	1
3	Management Rights . . . . .	1
4	Association Rights . . . . .	2
5	Grievance Procedure . . . . .	3
6	Discipline, Suspension, and Discharge. . . . .	6
7	Probationary Period . . . . .	6
8	Seniority . . . . .	6
9	Vacancy, Job Posting, Assignment, and Transfer. . . . .	7
10	Layoff and Recall . . . . .	8
11	Temporary or Additional Work. . . . .	10
12	Workday/Workweek . . . . .	10
13	Work Year . . . . .	11
14	Employee Information. . . . .	11
15	Miscellaneous . . . . .	12
16	Copies of Master Agreement . . . . .	12
17	Personnel File . . . . .	13
18	Employee Evaluations . . . . .	14
19	Resignation. . . . .	14
20	Emergency School Closings . . . . .	15
21	Sick Leave. . . . .	15
22	Sick Leave Reserve . . . . .	16
23	Bereavement . . . . .	17
24	Business Leave. . . . .	18
25	Jury Duty. . . . .	18

# **TABLE OF CONTENTS**

<u>SECTION NUMBER</u>	<u>SUBJECT</u>	<u>PAGE NUMBER</u>
26	Holiday Provisions . . . . .	19
27	Vacations . . . . .	19
28	Unpaid Leave of Absence . . . . .	20
29	Child-Care Leave . . . . .	21
30	Association Business . . . . .	22
31	Negotiations Procedures . . . . .	22
32	No Strike Clause . . . . .	23
33	Waiver and Scope . . . . .	23
34	Workers' Compensation . . . . .	23
35	Employee Benefits . . . . .	24
36	Job Classifications . . . . .	26
37	Employee Salary Schedules . . . . .	28
38	Overtime . . . . .	29
39	Retirement Pay . . . . .	30
40	Terms of Agreement . . . . .	31

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 year and school year employees in those positions listed in Section 36 (Job Classifications) of this Master Agreement (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 (TCCAPSA) Board will call a meeting of representatives of TCAPS' Administration for clarification or discussion of issues as requested.

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 Revised 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. 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. 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. 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 If any provision of this Agreement or application thereof becomes unlawful due to legislative enactment or is found contrary to law by a final and unappealed order of a court of competent jurisdiction, then such provision or application shall be deemed invalid but all other applications and provisions of this Agreement shall continue in force and effect, to the extent permitted by law.
- 3.5 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 and e-mail subject to the District's network and internet acceptable use and safety policy.
- 4.3 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.

## GRIEVANCE PROCEDURE

## Section 5

- 5.1 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.

### 5.2 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.

### 5.3 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.

#### 5.4 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.

#### 5.5 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.

#### 5.6 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.

#### 5.7 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 reemploy 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.
  - (6) Any matter regarding a prohibited subject of bargaining.
- 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.
- 5.8 Whenever possible, arbitration hearings shall be scheduled so that no interference with the regular school program results.
- 5.9 The content of an employee evaluation is not subject to the grievance procedure.
- 5.10 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 6

- 6.1 Employees of the bargaining unit shall not be disciplined except for just cause.
- 6.2 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.
- 6.3 The Employer agrees to provide written notification to the Association President (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 7

- 7.1 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.
- 7.2.1 At any time during the probationary period, the employee shall be subject to dismissal without recourse to the grievance procedure.

SENIORITY

Section 8

- 8.1 Seniority shall be defined as an employee's length of continuous service within the district as a member of the bargaining unit.
- 8.2 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.
- 8.3 Seniority shall not accrue during layoff or during an authorized unpaid leave of absence in excess of twenty (20) calendar days.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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 9

- 9.1 A vacancy is defined as a new position or a position that has been vacated and will be refilled by the Employer.
- 9.2 The right of determination of assignment and transfer of employees is vested in the Employer and its designated representatives.
- 9.3 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.
- 9.4 Notification of vacancies (including newly created positions) shall be given within seven (7) calendar days of the date the vacancy is declared open.

- 9.5 Vacancies will be posted electronically and sent to each building of the district to be printed and posted. Vacancies will be posted for a period of five (5) calendar days. Employees interested shall apply electronically 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.
- 9.6 Interested bargaining unit members must apply electronically to the Human Resources Office within the five (5) calendar day posting period.
- 9.7 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.
- 9.8 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. The Employer shall provide verbal feedback regarding an applicant's interview to an applicant not selected for a position upon request.
- 9.9 No position in the bargaining unit shall earn tenure or tenure in position.
- 9.10 The Employer will make available to the president and/or designee of the Association on a monthly basis the name and assignment of new employees and those terminating from the bargaining unit.

#### LAYOFF AND RECALL

#### Section 10

- 10.1 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 workforce and the reason(s) for such reduction.
- 10.2 The Employer will notify employees in writing a minimum of two weeks prior to any layoff except for overload instructional assistants which will be notified in writing a minimum of one week prior to any layoff. A copy of the notice to the employee will be sent to the Association.
- 10.3 In the event of a reduction in workforce, 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.

- c. Employees in one-on-one special education assistant positions, Great School Readiness Program assistant positions, English as a Second Language assistant positions, and Indian Education assistant positions will be exempt from layoff for these particular positions.
- 10.4 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 three (3) 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.
- 10.5 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.
- 10.6 Employees shall be recalled to work by building, classification, and seniority in inverse order of layoff.
- 10.7 The Employer shall give verbal and/or 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 of recall or 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.
- 10.8 Recalled employees shall report to work no later than the date communicated or as 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.
- 10.9 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.
- 10.10 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 11

- 11.1 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).
- 11.2 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.
- 11.3 The Employer will give first consideration to bargaining unit employees who would like to work during their unscheduled work time as outlined in Subsection 11.1 above prior to assigning a substitute employee. Assignment of substitute or temporary employees will be at the discretion of the Employer.

## WORKDAY/WORKWEEK

## Section 12

- 12.1 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.
- 12.2 The normal workweek for bargaining unit employees is Monday through Friday unless prior or different authorization is received from the Employer.
- 12.3 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.
- 12.4 Lunch periods may be adjusted so that an office or work station can be covered throughout the entire day.
- 12.5 When required by the Employer, employees shall complete timesheets or an electronic timekeeping process. Timesheets or electronic time reports will be reviewed and signed by the immediate supervisor, and forwarded to the Compensation and Benefits Office as may be required by the business office.
- 12.6 Employees shall be allowed up to a fifteen (15) minute break for each four (4) hours of employment.

- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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 13

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

EMPLOYEE INFORMATION

Section 14

- 14.1 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).
- 14.2 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.
- 14.3 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.

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 Employees required to attend training sessions during their regularly assigned work hours or during non-work hours shall receive their regular compensation for doing so.
- 15.7 Bargaining unit members shall not be excluded from making recommendations in regard to district school improvement plans.
- 15.8 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.

- 16.1 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.

- 17.1 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.
- 17.2 There will be a single and exclusive personnel file maintained in the Human Resources Office on each bargaining unit member. Separate ADA and/or FMLA files will also be maintained in the Compensation and Benefits Office. This shall not be construed to prevent the Employer from keeping building files with copies of personnel records.
- 17.3 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.
- 17.4 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 date reviewed.
- 17.5 Administrators and supervisors may contribute to employees' personnel files in accordance with their duties.
- 17.6 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.
- 17.7 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 timeline 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 18

- 18.1 The employee evaluation performance review form most recently reviewed and revised will be the one used for employees unless modified or revised by mutual agreement of the Employer and Association.
- 18.2 Each member of the bargaining unit will be evaluated at least once every three years.
- 18.3 A copy of each employee's evaluation shall be included in the employee's personnel file.
- 18.4 Employee observation for formal evaluation will be conducted during working hours.
- 18.5 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.
- 18.6 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.

- 18.7 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 19

- 19.1 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.
- 19.2 Failure to comply with timely notification shall mean forfeiture of any and all benefits (except as noted in Subsection 35) unless special permission is granted by the Superintendent or his/her designee.

## EMERGENCY SCHOOL CLOSINGS

## Section 20

- 20.1 TCCAPSA employees may use their personal business day, personal sick time, or vacation time to receive pay for the first three (3) storm days. Employees may choose to complete online training and receive pay up to their daily budgeted TCCAPSA hours for the fourth through sixth storm days. The online training certificate of completion would need to be submitted for pay within five (5) school days of the storm day. The specific online training sessions will be determined with input from TCCAPSA and will be communicated to employees in September of each school year.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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 21

- 21.1 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.
- 21.2 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.

- 21.3 All sick leave will be computed (earned and used) on an hourly basis (based on the individual's work day). Employees may not use sick leave in less than increments of 15 minutes.
- 21.4 Employees may utilize sick leave and receive normal pay for personal illness to the extent of accumulated sick leave, vacation days or compensatory time.
- 21.5 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.
- 21.6 Immediate family, for purposes of sick leave, is defined as spouse, child, step-child, grandchild, foster child, parent, step-parent, grandparent, brother, step-brother, sister, step-sister, current in-law, or a relative living with and making his/her home in the employee's household.
- 21.7 Absence for illness in the immediate family shall be deducted from the employee's sick leave, vacation days or compensatory time.
- 21.8 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.
- 21.9 An employee may be required to present a certificate of disability to the Employer when absent in excess of three (3) consecutive workdays.

#### SICK LEAVE RESERVE

Section 22

- 22.1 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.
- 22.2 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 22.2 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. An electronic 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 electronic 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 electronic consent forms must be returned to the Compensation and Benefits 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 Compensation and Benefits 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.

22.3 The sick leave reserve shall be administered by the Compensation and Benefits Office, and reviewed by two (2) persons designated by the Superintendent or his/her designee and two (2) persons designated by the TCCAPSA. 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 23

23.1 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.

23.2 Death in the immediate family is defined as spouse, parent, step-parent, brother, stepbrother, sister, stepsister, child, step-child, grandchild, grandparent, current in-law, a relative living with and making his/her home in the employee's household, or in the case of an employee's spouse who suffers a miscarriage.

23.3 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.

- 23.4 If additional days are required beyond those stipulated in Subsection 23.1 and Subsection 23.2 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.
- 23.5 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 23.2 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 24

- 24.1 Employees may be granted one (1) day (hours based on the weekly average) to be used as a business leave each year, without loss of pay, to transact personal business which cannot reasonably be done during non-working hours.
- 24.2 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.
- 24.3 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.
- 24.4 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 25

- 25.1 Any TCCAPSA employee summoned to jury duty or as a subpoenaed witness shall be paid his/her full salary, except that:
- a. Should said duty constitute less than one half day, he/she shall report for his/her assignment upon termination of duty.
  - b. Should said duty continue for more than fifteen (15) days, he/she shall return to the district the earnings received for jury duty for any duty days beyond the aforementioned fifteen (15) days.

HOLIDAY PROVISIONS

Section 26

- 26.1 All TCCAPSA employees who work three (3) hours or more per day will receive paid holidays including New Year’s Day, Good Friday, Memorial Day, Fourth of July (if the employee works the entire week of July 4), Labor Day (if the employee’s return to work date is on or before September 15), Thanksgiving Day, Friday following Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year’s Day.
- 26.2 Paid holidays for bargaining unit employees who are assigned to work fewer than three (3) hours or more per day shall be as follows: New Year’s Day, Thanksgiving Day, and Christmas Day.
- 26.3 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.
- 26.4 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 27

- 27.1 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 of Vacation Granted Each Year
1 – 5 years	12
6 – 10 years	15
11+ years	20

- 27.2 School year employees who accept twelve-month positions will be granted vacation based on their total length of consecutive experience in the TCCAPSA.
- 27.3 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.
- 27.4 Vacation days will be granted based on the schedule of 27.1 for each fiscal year on July 1 or prorated based on the employee’s start date. Beginning July 2019, employees may carry over current vacation

balances from 2018/19 into 2019/20 with no loss of time. It will not be necessary to request the carry-over of time in writing. Beginning July 2020, employees may carryover a maximum of 20 days (using current daily budgeted hours) from 2019/20 into 2020/21 to be used any time during the 2020/21 school year. Any accrued but unused vacation time over the allotted 20 days will be forfeited July 1, 2020. In July 2021, employees may carry over a maximum of five (5) days (using current daily budgeted hours) from 2020/21 into 2021/22 to be used any time during the 2021/22 school year. Any accrued but unused vacation time over the allotted five (5) days will be forfeited July 1, 2021. Thereafter, employees may carry over no more than five (5) days from one fiscal year (July 1, June 30) to the next.

- 27.5 If a paid holiday falls within the period of the employee's scheduled vacation, the holiday will not be charged as a vacation day.
- 27.6 Employees terminating, resigning, or retiring their employment with the school district will be compensated at their daily rate for unused and accrued vacation time.

#### UNPAID LEAVE OF ABSENCE

#### Section 28

- 28.1 Leaves of absence of up to one (1) year without pay and fringe benefits may be granted at the Employer's discretion.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.

- 28.6 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.
- 28.7 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 29

- 29.1 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.
- 29.2 Written application for such leave shall be submitted to the Compensation and Benefits Office no later than thirty (30) days (if possible) prior to the effective date of the commencement of the leave.
- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 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.

- 29.7 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.
- 29.8 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).
- 29.9 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.
- 29.10 An employee on approved child-care leave is entitled only to the benefits listed in this section.

ASSOCIATION BUSINESS

Section 30

- 30.1 At the beginning of each contract year the Association shall be credited with one hundred and twenty (120) hours 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 hours on the same date except by mutual agreement of both the Association and Employer.
- 30.2 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 11).
- 30.2 The Association agrees to notify the Human Resources Office a minimum of two (2) workdays prior to any such leaves.

NEGOTIATIONS PROCEDURES

Section 31

- 31.1 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.

- 31.2 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 32

- 32.1 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 33

- 33.1 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 34

- 34.1 An employee who is absent because of injury or disease compensable under the Workers' Disability Compensation Act shall receive said benefits stipulated in the Act.
- 34.2 Employees who are eligible and choose to receive pay under the Workers' Disability Compensation Act shall not at the same time have their accumulated sick leave days reduced.
- 34.3 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.

35.1a. The Employer shall offer medical coverage for employees who are assigned and work 30 hours per week or more.

Effective January 1, 2019, the Board will provide contributions for single, two-person, and full family medical insurance at the maximum amount allowed by law (hard cap) permitted in Section 3 of the Publicly Funded Health Insurance Contribution Act. Employees will have their choice of five (5) different MESSA plans for their medical insurance coverage.

For detailed plans offered, including current deductible amounts, please visit:

Full Year Employee Benefits

<https://www.tcaps.net/about/departments/human-resources/employee-benefits/tc-capsa-full-year/>

School Year Employee Benefits

<https://www.tcaps.net/about/departments/human-resources/employee-benefits/tc-capsa-school-year/>

When the employer subsidy exceeds the monthly premium of a High Deductible Health plan (HSA plan), employees will receive the difference between the employer subsidy and the monthly premium in the form of an annual deposit to their Health Savings Account (HSA). The deposit will be prorated if the employee is not enrolled on January 1st of the calendar year for PA 152 compliance purposes. There will be no refund or credit for the Choices (traditional) plan where the premium is lower than the employer subsidy.

The parties will convene to discuss cost containment if insurance premium costs go up to equal or greater than ten percent (10%).

35.1b. Employees who are assigned and work at least thirty (30) hours or more per week may purchase, at their own expense, optional vision, dental, life, 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.

35.2 Employees who are assigned and work 30 or more hours per week and do not sign up for benefits will be given \$20 in gross wages per month. 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.

- 35.3 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.
- 35.4 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 submitted application by the insurance carrier.
- 35.5 Employees shall notify the Compensation and Benefits Office of any dependent status changes. All dependents on an active employee's medical (not to include dental or vision) plan through TCAPS will be allowed to maintain coverage through the end of the calendar year they turn 26. If an employee fails to notify the Compensation and Benefits 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.
- 35.6 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 35.1.a.
- 35.7 Eligibility for medical, vision, dental, disability, and/or life insurance benefits is based on the acceptance of the submitted application by the insurance provider.
- 35.8 Enrollment or changes for medical, vision, dental, disability, 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.

35.9 Responsibility for enrollment in the medical, vision, dental, disability, and/or life insurance benefits rests with the employee.

JOB CLASSIFICATIONS

Section 36

36.1 Bargaining unit employees shall be assigned in one of the following classifications:

- Classification VII
- Classification VI
- Classification V
- Classification IV
- Classification III
- Classification I

36.2 Classifications are provided to indicate salary schedule placement as related to job responsibilities and requirements.

36.3 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.

36.4 Classification VII shall include the following positions:

- Accounts Payable Administrative Assistant
- Accounts Receivable Administrative Assistant (Child Care)
- Administrative Assistant to Elementary Principals (Lead)
- Administrative Assistant to Senior High Principals
- Administrative Assistant Middle School Principals
- Administrative Assistant to Director of Capital Projects/Maintenance
- Administrative Assistant to Executive Director of Special Education
- Administrative Assistant to Executive Director

36.5 Classification VI shall include the following positions:

- Administrative Assistant to School Nurses
- 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 Music Department
- Administrative Assistant to Athletic Director
- Middle School/Senior High Principals Office Clerical
- Administrative Assistant Maintenance Department
- Administrative Assistant Transportation Department
- Administrative Assistant to District Support Specialist
- Administrative Assistant to Senior High Counselors
- Administrative Assistant to Reading Recovery
- Administrative Assistant/Receptionist Senior High Schools

Registrar  
Senior High Receptionist  
Special Education Behavior Assistant  
Special Education for Medically Fragile Student

36.6 Classification V shall include the following positions:

Counselor's Office Receptionist  
Elementary Library Media Paraprofessional  
Secondary Library Media Paraprofessional  
Library/Media Processing Administrative Assistant  
Indian Education Administrative Assistant  
STEP Administrative Assistant

36.7 Classification IV shall include the following positions:

Media Processing Clerical  
Indian Education Department Clerical  
Science Clerical Assistant  
Open Gym Facilitator  
Weight Room Facilitator  
One-on-One Special Education Assistant  
Early Childhood Special Education Assistant  
Cognitively Impaired Special Education Assistant

36.8 Classification III shall include the following positions:

Overload Instructional Assistant  
Testing 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 Assistant  
Library/Media Copy and Computer Instructional Assistant  
Floating Special Education Assistant  
Teacher/Computer Instructional Assistant  
Kindergarten Assistant  
Title I Instructional Assistant  
At-Risk Instructional Assistant  
Clerical Teacher/Office Assistant

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

Noon Duty/Recess Assistant

36.10 Nothing contained in this section (Section 36) of the contract shall prevent any and all classifications from being bargained in any successor contract

The 2019/20, 2020/21, and 2021/22 salary schedules will increase by 1.5% each year. Employees will move one step in 2019/20, 2020/21, and 2021/22.

The parties agree to meet and confer to review the district’s financial status in February 2020 and February 2021 to consider possible increases to the wage schedule for the 2020/21 and 2021/22 contract years

2019/20 TCCAPSA Employee Salary Schedule						
Step	VII*	VI	V	IV	III	I
1	\$13.82	\$13.33	\$12.79	\$12.16	\$11.52	\$11.52
2	\$14.28	\$13.72	\$13.11	\$12.53	\$11.77	\$11.62
3	\$14.67	\$14.10	\$13.51	\$12.87	\$11.88	\$11.72
4	\$15.12	\$14.49	\$13.88	\$13.23	\$12.27	\$11.82
5	\$15.56	\$14.95	\$14.32	\$13.65	\$12.65	\$11.88
6	\$16.04	\$15.43	\$14.72	\$13.98	\$13.04	\$11.93
7	\$16.56	\$15.86	\$15.13	\$14.44	\$13.41	\$11.98
8	\$17.24	\$16.50	\$15.73	\$14.97	\$13.89	\$12.01
9-14	\$17.54	\$16.76	\$15.99	\$15.26	\$14.15	\$12.30
15-19	\$17.59	\$16.81	\$16.04	\$15.33	\$14.20	\$12.33
20+	\$17.69	\$16.92	\$16.16	\$15.43	\$14.32	\$12.46

2020/21 TCCAPSA Employee Salary Schedule						
Step	VII*	VI	V	IV	III	I
1	\$14.03	\$13.53	\$12.98	\$12.34	\$11.69	\$11.69
2	\$14.49	\$13.93	\$13.31	\$12.72	\$11.95	\$11.80
3	\$14.89	\$14.31	\$13.71	\$13.06	\$12.05	\$11.90
4	\$15.35	\$14.71	\$14.09	\$13.43	\$12.46	\$12.00
5	\$15.79	\$15.17	\$14.53	\$13.85	\$12.84	\$12.05
6	\$16.28	\$15.66	\$14.94	\$14.19	\$13.24	\$12.11
7	\$16.81	\$16.10	\$15.36	\$14.66	\$13.61	\$12.16
8	\$17.50	\$16.75	\$15.97	\$15.19	\$14.09	\$12.19
9-14	\$17.80	\$17.01	\$16.23	\$15.49	\$14.36	\$12.49
15-19	\$17.85	\$17.06	\$16.28	\$15.56	\$14.41	\$12.52
20+	\$17.96	\$17.17	\$16.40	\$15.66	\$14.54	\$12.65

2021/22  
TCCAPSA Employee Salary Schedule

Step	VII*	VI	V	IV	III	I
1	\$14.24	\$13.73	\$13.18	\$12.53	\$11.87	\$11.87
2	\$14.71	\$14.13	\$13.51	\$12.91	\$12.13	\$11.97
3	\$15.11	\$14.53	\$13.92	\$13.26	\$12.23	\$12.08
4	\$15.58	\$14.93	\$14.30	\$13.63	\$12.64	\$12.18
5	\$16.03	\$15.40	\$14.75	\$14.06	\$13.03	\$12.23
6	\$16.52	\$15.90	\$15.16	\$14.40	\$13.44	\$12.29
7	\$17.06	\$16.34	\$15.59	\$14.88	\$13.81	\$12.34
8	\$17.76	\$17.00	\$16.21	\$15.42	\$14.30	\$12.37
9-14	\$18.07	\$17.27	\$16.47	\$15.72	\$14.58	\$12.67
15-19	\$18.12	\$17.32	\$16.52	\$15.79	\$14.63	\$12.70
20+	\$18.22	\$17.43	\$16.65	\$15.90	\$14.75	\$12.84

\*Lead Administrative Assistants at elementary and secondary school buildings will receive an additional fifty (.50) cents per hour.

- 37.1 Bargaining unit employees shall be paid at two-week payroll intervals. The number of paychecks an employee receives annually will depend on the employee work year and will be as stipulated by the Employer.
- 37.2 The Employer may make corrections in an employee's pay when bona fide 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.
- 37.3 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.

OVERTIME

Section 38

- 38.1 When an overtime work situation arises, the Employer may request employees to work overtime.
- 38.2 Employees (except as noted in Subsection 38.4) 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 work week (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 June 30 for full year employees unless the employee, his/her immediate supervisor and the Human Resources Department mutually agree otherwise in writing.

- 38.3 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.
- 38.4 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 39

- 39.1 In order to qualify for retirement pay as noted in Subsection 39.2, 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.
- 39.2 The employee (as listed in Subsection 39.1 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 of \$1,750 plus an additional \$500 if the employee has had perfect attendance during the 12 months prior to the employee's retirement date.
- 39.3 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 as part of the employee's last paycheck. The amount shall not exceed a total of the maximum amount of \$1,750 plus an additional \$500 if the employee has had perfect attendance during the 12 months prior to the employee's death.

39.4 Employees who would otherwise qualify for retirement pay under Subsection 39.1 (a., b., and c.) but who do not meet the number of hours required under Subsection 39.1, 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 \$750.

39.5 Employees eligible to receive retirement pay of \$750 or less may choose to receive their retirement pay in their last paycheck or may choose to receive their retirement pay through a district approved 403b account. Employees eligible to receive retirement pay above \$750 shall receive their retirement pay through a district approved 403b account.

TERMS OF AGREEMENT

Section 40

40.1 The provisions of this Agreement shall become effective upon the date the Agreement has been ratified by both parties and shall continue and remain in full force and effect until June 30, 2022.

40.2 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.

40.3 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 10th day of June, 2019.

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

BY:  DATE: 6/20/19  
President

BY:  DATE: 6/13/19  
Vice-President

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

BY:  DATE: 6/10/19  
President

BY:  DATE: 6/11/19  
Superintendent

BY:  DATE: 6/11/19  
Spokesperson



# INDEX

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE NUMBERS</u>
30	Association Business .....	22
4	Association Rights .....	2
23	Bereavement .....	17
24	Business Leave .....	18
29	Child-Care Leave .....	21
16	Copies of Master Agreement .....	12
6	Discipline, Suspension, and Discharge .....	6
20	Emergency School Closings .....	15
18	Employee Evaluations .....	14
14	Employee Information .....	11
37	Employee Salary Schedules .....	28
2	Employer/Employee Cooperation .....	1
5	Grievance Procedure .....	3
35	Employee Benefits .....	24
26	Holiday Provisions .....	19
36	Job Classifications .....	26
25	Jury Duty .....	18
10	Layoff and Recall .....	8
3	Management Rights .....	1
15	Miscellaneous .....	12
31	Negotiations Procedures .....	22
32	No Strike Clause .....	23
38	Overtime .....	29
17	Personnel File .....	13
7	Probationary Period .....	6
1	Recognition .....	1
19	Resignation .....	14
39	Retirement Pay .....	30
8	Seniority .....	6
21	Sick Leave.....	15
22	Sick Leave Reserve .....	16
11	Temporary or Additional Work .....	10
40	Terms of Agreement .....	31
28	Unpaid Leave of Absence .....	20
9	Vacancy, Job Posting, Assignment, and Transfer .....	7
27	Vacations.....	19
33	Waiver and Scope .....	23
13	Work Year.....	11
12	Workday/Workweek .....	10
34	Workers' Compensation.....	23





