

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



Master Agreement

July 1, 2023 - June 30, 2026



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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 year and school year employees in those positions listed in Section 35 (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 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 that 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.

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 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 upon request. 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 (1) 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 is available, the Employer shall post the position through the job posting process. When a new position is created, the Employer shall provide a written notification to the Association.

9.4 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.

9.5 Interested bargaining unit members must apply electronically to the job posting.

9.6 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 (2) or more applicants have equal qualifications, the most senior applicant would receive the position.

- 9.7 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.
- 9.8 No position in the bargaining unit shall earn tenure or tenure in position.
- 9.9 The Employer will make available to the president and/or designee of the Association the name and assignment of new employees and those terminating from the bargaining unit and any other relevant information upon request.
- 9.10 The Association and Employer will meet and confer when positions are considered for elimination and/or when job descriptions require significant job duty changes.

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 (2) 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 (2) weeks prior to any layoff except for overload instructional assistants which will be notified in writing a minimum of one (1) 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 workforce 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 (GSRP) assistant positions, English Language Learner assistant positions, and Indigenous Education assistant, and noon duty/recess 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. Employees who were laid off from the positions outlined in Section 10.3 are eligible to be recalled, by building and seniority, only to the positions for which they were laid off.
- 10.7 The Employer shall give verbal and written notice of recall from layoff by calling the employee at the last phone number the employee has left with the Employer and emailing a notification to the employee at the last email 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 (2) 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 business office as may be required by the business office.
- 12.6 Employees shall be offered 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 the 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 Bargaining unit employees within the Classification Great Start Readiness Program (GSRP) positions are assigned to a school-year calendar that is set by August 15 of each school year. The number of days in the work year are dependent upon state grants and funds available on a year-to-year basis. The district may require up to five (5) days per week for employees holding Classification Great Start Readiness Program (GSRP) positions.

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.

MISCELLANEOUS

Section 15

- 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 may include first aid and CPR instruction, student behavior and de-escalation strategies, as well as other opportunities that may be available and/or requested on an annual basis.

COPIES OF MASTER AGREEMENT

Section 16

- 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.

PERSONNEL FILE

Section 17

- 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 Human Resources 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 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 (3) 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 34) unless special permission is granted by the Superintendent or his/her designee.

EMERGENCY SCHOOL CLOSINGS

Section 20

20.1 Consistent with MCL 388.1701, schools may be closed or may cancel the first six (6) days or the equivalent number of hours due to conditions not within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. The District will follow the terms and conditions of MCL 388.1701 in the event it changes in the future.

20.2 TCCAPSA employees may use their personal business day, personal sick time, or vacation time to receive pay for the first six (6) cancellation (emergency closure) days.

20.3 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.

- 20.4 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.
- 20.5 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.
- 20.6 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 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, immediate step-parent, parent-in-law, grandparent, grandparent-in-law, brother, step-brother, sister, step-sister, 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.

BEREAVEMENT

Section 22

- 22.1 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.
- 22.2 Death in the immediate family is defined as spouse, parent, immediate step-parent, parent-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, child, step-child, grandchild, grandparent, grandparent-in-law, a relative living with and making his/her home in the employee's household, or in the case of an employee or employee's spouse who suffers a miscarriage.
- 22.3 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.
- 22.4 If additional days are required beyond those stipulated in Subsection 22.1 and Subsection 22.2 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.
- 22.5 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 22.2 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 23

- 23.1 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.
- 23.2 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.

23.3 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.

23.4 The specific reason for the business leave must be presented, if requested, to the employee's designated administrator/supervisor. Business leave days are not cumulative from year to year. Unused business leave days will be added to the employee's accumulated sick leave at the end of the school year.

JURY DUTY

Section 24

24.1 Any 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 25

25.1 All 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.

25.2 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.

25.3 The paid holiday calendar will be set by July 1 of each school year, and the Employer will inform the Association of the non-workdays for the upcoming school year.

25.4 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 26

26.1 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

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

26.3 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.

26.4 Vacation days will be granted based on the schedule of 26.1 for each fiscal year on July 1 or prorated based on the employee’s start date. Employees may carry over a maximum of five (5) days (using current daily budgeted hours) from the current school year to the following 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.

26.5 If a paid holiday falls within the period of the employee’s scheduled vacation, the holiday will not be charged as a vacation day.

26.6 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 27

27.1 Leaves of absence of up to one (1) year without pay and fringe benefits may be granted at the Employer’s discretion.

27.2 To be eligible for an unpaid leave of absence, an employee must have been employed by the district for a minimum of four (4) consecutive years.

27.3 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 the 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.

- 27.4 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.
- 27.5 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 may be granted, upon written request, 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.
- 27.6 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.
- 27.7 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 28

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.

- 28.6 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.
- 28.7 When both parents are employed by the 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.
- 28.8 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 the 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).
- 28.9 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.
- 28.10 An employee on approved child-care leave is entitled only to the benefits listed in this section.

ASSOCIATION BUSINESS

Section 29

- 29.1 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 Association hours on the same date except by mutual agreement of both the Association and Employer.
- 29.2 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).

- 29.3 Consistent with Section 71(6) of the Michigan Public School Employees Retirement Act, retirement contributions may be remitted for release time to conduct union business but requires that the district be reimbursed those sums paid to the retirement board.
- 29.4 The Association agrees to notify the Human Resources Office a minimum of two (2) workdays prior to any such leaves.

NEGOTIATIONS PROCEDURES

Section 30

- 30.1 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.
- 30.2 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 31

- 31.1 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 32

- 32.1 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 33

- 33.1 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.

- 33.2 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.
- 33.3 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 employee's personal sick leave time.

EMPLOYEE BENEFITS

Section 34

- 34.1a The Employer shall offer medical coverage for employees who are assigned and work thirty (30) hours per week or more.

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%).

- 34.1b Beginning July 1, 2023 employees who are eligible for health insurance or cash-in-lieu will be enrolled in the 100%, \$1,500 max dental plan, VSP 3 plus 250 vision plan and \$10,000 life insurance policy. Employees will receive 100% subsidy for vision and 100% subsidy at the single rate for dental. Under this plan, employees and their eligible dependents will receive 100% coverage for vision insurance. Employees, as a single subscriber, will receive 100% coverage for dental insurance.

Employee's eligible dependents may enroll in dental insurance coverage for an additional premium. Employees also have the additional optional ancillary benefits that are available, including life, short-term, and long-term disability insurance. Premium payments for optional insurance will be made by payroll deduction through a Section 125 plan.

- 34.2 Employees who are assigned and work thirty (30) or more hours per day and do not sign up for benefits will be given one hundred dollars (\$100) in gross wages per month in lieu of insurance. In order to participate in this Cash-in-Lieu 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.
- 34.3 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 their spouse's employer. Dual family coverage for both husband and wife shall not be permitted.
- 34.4 Employees shall notify the Business 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 twenty-six (26). If an employee fails to notify the Business 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.
- 34.5 Benefits for employees will become effective the first of the month following the employee's date of hire.
- 34.6 Eligibility for medical, vision, dental, disability, and/or life insurance benefits is based on the acceptance of the written application by the insurance provider.
- 34.7 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 thirty (30) days of a qualifying event, or for new employees within thirty (30) days of the date of eligibility.
- 34.8 Responsibility for enrollment in the medical, vision, dental, disability, and/or life insurance benefits rests with the employee.

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

- Classification VII
- Classification VI
- Classification V
- Classification IV
- Classification III
- Classification Great Start Readiness Program (GSRP)

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

35.3 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.

35.4 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 the Curriculum & Instruction Department
- Administrative Assistant to Executive Director

35.5 Classification VI shall include the following positions:

- Administrative Assistant to School Nurses
- Middle School/Senior High Principal Office Clerical
- Administrative Assistant to Elementary Principal
- 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
- Library/Media Processing Administrative Assistant
- Registrar
- Senior High Receptionist
- Special Education Behavior Assistant*
- Special Education for Medically Fragile Student*
- School Security Liaison

- 35.6 Classification V shall include the following positions:
Counselor's Office Receptionist
Elementary Library Media Paraprofessional
Secondary Library Media Paraprofessional
Indigenous Education Administrative Assistant
Curriculum Materials Administrative Assistant
Student Support Network (SSN) Administrative Assistant
Floating Special Education Assistant*
One-on-One Special Education Assistant*
Early Childhood Special Education Assistant*
Cognitively Impaired Special Education Assistant*
- 35.7 Classification IV shall include the following positions:
Media Processing Clerical
Indigenous Education Department Clerical
Science Clerical Assistant
Open Gym Facilitator
Weight Room Facilitator
Title I Instructional Assistant
At-Risk Instructional Assistant
English Language Learner (ELL) Instructional Assistant
- 35.8 Classification III shall include the following positions:
Overload Instructional Assistant
Testing Instructional Assistant
Teacher Instructional Assistant
Teacher Instructional Assistant-Indigenous Education
Counseling Instructional Assistant
Focus Room/Time-Out Instructional Assistant
Physical Education Instructional Assistant
Detention/Attendance Assistant
Library/Media Copy and Computer Instructional Assistant
Teacher/Computer Instructional Assistant
Kindergarten and Junior Kindergarten Assistant
Clerical Teacher/Office Assistant
Noon Duty/Recess Assistant
Crossing Guard
- 35.9 Classification GSRP (GSRP) shall include the following positions:
Great Start Readiness Program (GSRP) Assistant
Great Start Readiness Program (GSRP) Assistant - lunch and/or break coverage
- 35.10 Nothing contained in this section (Section 35) of the contract shall prevent any and all classifications from being bargained in any successor contract.

EMPLOYEE SALARY SCHEDULES

Section 36

The 2023/24, 2024/25, and 2025/26 salary schedules are listed below. Employees will be credited with one step increase up to the maximums outlined in the salary schedules for 2023/24, 2024/25 and 2025/26.

The parties agree to meet and confer in Spring of 2025 to review the district's financial status for the 2025/26 contract years.

2023/24 TCCAPSA Employee Salary Schedule						
Step	VII*	VI*	V*	IV	III	GSRP
1	\$17.41	\$16.90	\$16.34	\$15.69	\$15.02	\$17.53
2	\$17.89	\$17.30	\$16.68	\$16.07	\$15.28	\$17.53
3	\$18.29	\$17.71	\$17.09	\$16.42	\$15.38	\$17.53
4	\$18.77	\$18.11	\$17.47	\$16.80	\$15.80	\$17.78
5	\$19.22	\$18.58	\$17.93	\$17.23	\$16.19	\$17.78
6	\$19.72	\$19.09	\$18.34	\$17.57	\$16.60	\$17.78
7	\$20.26	\$19.53	\$18.78	\$18.06	\$16.98	\$17.78
8	\$20.97	\$20.20	\$19.40	\$18.60	\$17.47	\$17.83
9-14	\$21.28	\$20.47	\$19.66	\$18.91	\$17.76	\$17.83
15-19	\$21.33	\$20.52	\$19.72	\$18.98	\$17.81	\$17.83
20+	\$21.43	\$20.63	\$19.85	\$19.09	\$17.93	\$18.03
Longevity 20+	\$21.86	\$21.04	\$20.25	\$19.47	\$18.29	\$18.39

2024/25 TCCAPSA Employee Salary Schedule						
Step	VII*	VI*	V*	IV	III	GSRP
1	\$17.76	\$17.24	\$16.67	\$16.00	\$15.32	\$17.88
2	\$18.25	\$17.65	\$17.01	\$16.39	\$15.59	\$17.88
3	\$18.66	\$18.06	\$17.43	\$16.75	\$15.69	\$17.88
4	\$19.15	\$18.47	\$17.82	\$17.14	\$16.12	\$18.14
5	\$19.60	\$18.95	\$18.29	\$17.57	\$16.51	\$18.14
6	\$20.11	\$19.47	\$18.71	\$17.92	\$16.93	\$18.14
7	\$20.67	\$19.92	\$19.16	\$18.42	\$17.32	\$18.14
8	\$21.39	\$20.60	\$19.79	\$18.97	\$17.82	\$18.19
9-14	\$21.71	\$20.88	\$20.05	\$19.29	\$18.12	\$18.19
15-19	\$21.76	\$20.93	\$20.11	\$19.36	\$18.17	\$18.19
20+	\$21.86	\$21.04	\$20.25	\$19.47	\$18.29	\$18.39
Longevity 20+	\$22.30	\$21.46	\$20.65	\$19.86	\$18.65	\$18.76

2025/26
TCCAPSA Employee Salary Schedule

Step	VII*	VI*	V*	IV	III	
1	\$18.02	\$17.50	\$16.92	\$16.24	\$15.55	\$18.15
2	\$18.52	\$17.91	\$17.27	\$16.64	\$15.82	\$18.15
3	\$18.94	\$18.34	\$17.69	\$17.00	\$15.92	\$18.15
4	\$19.43	\$18.75	\$18.09	\$17.39	\$16.36	\$18.41
5	\$19.90	\$19.24	\$18.56	\$17.84	\$16.76	\$18.41
6	\$20.42	\$19.76	\$18.99	\$18.19	\$17.19	\$18.41
7	\$20.98	\$20.22	\$19.44	\$18.70	\$17.58	\$18.41
8	\$21.71	\$20.91	\$20.08	\$19.26	\$18.09	\$18.46
9-14	\$22.03	\$21.19	\$20.35	\$19.58	\$18.39	\$18.46
15-19	\$22.08	\$21.24	\$20.42	\$19.65	\$18.44	\$18.46
20+	\$22.19	\$21.36	\$20.55	\$19.76	\$18.56	\$18.67
Longevity 20+	\$22.63	\$21.79	\$20.96	\$20.16	\$18.93	\$19.04

Lead Administrative Assistants at elementary and secondary school buildings and Special Education Assistants (Special Education Behavior Assistants, Special Education for Medically Fragile Students, Floating Special Education Assistant, One-on-One Special Education Assistants, Early Childhood Special Education Assistants, and Cognitively Impaired Special Education Assistants) will receive an additional seventy-five (\$0.75) cents per hour.

- 36.1 Bargaining unit employees shall be paid at two (2) 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.
- 36.2 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.
- 36.3 A bargaining unit member who has been employed for one (1) 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 37

- 37.1 When an overtime work situation arises, the Employer may request employees to work overtime.
- 37.2 Employees (except as noted in Subsection 37.4) 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 July 31 for full year employees unless the employee, his/her immediate supervisor and the Human Resources Department mutually agree otherwise in writing.
- 37.3 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.
- 37.4 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 38

- 38.1 To qualify for retirement pay, the individual retiring must have been employed by the Traverse City Area Public School District for a minimum of ten (10) consecutive years. In addition, the employee must be qualified for retirement (including disability retirement) under the Michigan Public School Employees Retirement System (MPERS) or the employee has been employed for a minimum of ten (10) consecutive years by Traverse City Area Public Schools and has reached the age of sixty (60) years. Evidence of application for retirement is required. The employee must be eligible to begin drawing within thirty (30) days of the time of terminating employment with the Traverse City Area Public School District.

Additionally, an employee may qualify for retirement pay if the employee is not eligible for retirement or disability retirement under MPERS, but the employee has been employed for a minimum of ten (10) consecutive years by Traverse City Area Public Schools and qualifies and is eligible to draw within thirty (30) days of retirement through another Michigan state employee retirement system which allows the individual to transfer retirement credit earned while working for the Traverse City Area Public School District from MPERS to the Michigan state retirement system under which the employee is eligible to draw benefits. The employee will be required to submit evidence of such eligibility and transfer of retirement credit.

38.2 An employee qualifying for retirement pay under this section of the contract shall receive \$500 if the employee has had perfect attendance during the 12 months prior to the employee's retirement. In addition, as retirement pay, an amount equal to one-half (1/2) of the employee's regular hourly rate of pay at retirement for each hour of accumulated sick leave time, but not to exceed the following tiered pay of sick leave time:

Amount of Accumulated Sick Hours	Maximum Retirement Pay
0-200 hours	\$1,750
201-400 hours	\$2,000
401-600 hours	\$2,250
601-800 hours	\$2,500
801-1000 hours	\$2,750
1001+ hours	\$3,000

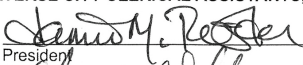
38.3 In case of the death of the employee, the beneficiary shall receive \$500 if the employee has had perfect attendance during the 12 months prior to the employee's retirement. In addition, as retirement pay, an amount equal to one-half (1/2) of the employee's regular hourly rate of pay for each hour of accumulated sick leave time shall be paid to the employee's beneficiary, but not to exceed the tiered pay of sick leave time described in 38.2.

TERMS OF AGREEMENT

Section 39

- 39.1 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, 2026.
- 39.2 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.
- 39.3 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 12th day of June, 2023.

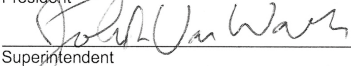
TRAVERSE CITY CLERICAL ASSISTANTS, PARAPROFESSIONALS, AND SECRETARIES ASSOCIATION

BY:  DATE: 9-11-23
President

BY:  DATE: 9-7-23
Vice President

TRAVERSE CITY AREA PUBLIC SCHOOLS BOARD OF EDUCATION

BY:  DATE: 9/19/2023
President

BY:  DATE: 9/14/23
Superintendent

BY: _____ DATE: _____
Spokesperson

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