

Collective Bargaining Agreement

Troy School District

and

**Troy Educational
Secretaries Association/
MEA/NEA**

July 1, 2006 - June 30, 2008

COLLECTIVE BARGAINING AGREEMENT
Between
TROY SCHOOL DISTRICT
And
TROY EDUCATIONAL SECRETARIES ASSOCIATION/MEA/NEA
2006-2008

TABLE OF CONTENTS

PAGE

Preamble	3
Article 1 Recognition	3
Article 2 Membership and Dues Deduction.....	3
Article 3 Management Responsibilities	5
Article 4 Hours of Work.....	6
Article 5 Holidays and Vacations.....	8
Article 6 Sick Leave	10
Article 7 Leaves of Absence	13
Article 8 Wages	14
Article 9 Overtime	15
Article 10 Seniority.....	16
Article 11 Layoff and Recall	17
Article 12 Promotions and Transfers.....	19
Article 13 Discipline and Discharge	20
Article 14 Settlement of Disputes	21
Article 15 Negotiation Procedures	23

TABLE OF CONTENTS (continued)

Article 16	Strike Prohibition	24
Article 17	Insurance	24
Article 18	Master Sick Bank	28
Article 19	Separability and Saving Clause.....	30
Article 20	General Provisions	31
Article 21	Duration, Termination and Modification	35
Appendix A	Salary Schedule	36-37
Appendix B	Classifications.....	38-39
Letter of Agreement		40-42

COLLECTIVE BARGAINING AGREEMENT

between

TROY BOARD OF EDUCATION

and

TROY EDUCATIONAL SECRETARIES ASSOCIATION/MEA/NEA

PREAMBLE

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

ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for all office clerical employees employed by the Troy School District, hereinafter called bargaining unit employees, but excluding day-to-day, temporary employees (employees filling temporary assignments of sixty (60) or less consecutive working days), the Secretary to the Superintendent, the Secretary to the Assistant Superintendent, Human Resources, and the Assistant Superintendent, Business Services, all supervisory employees, and all other employees of the Employer.

ARTICLE 2. MEMBERSHIP AND DUES DEDUCTION

2.1 Membership and Dues Deductions. The Association agrees to admit to full participating membership all bargaining unit employees who have completed the sixty (60) working day probationary period. Contracts shall be issued to paid members by the TESA/MEA/NEA President only at the conclusion of the probationary period. After becoming a member of the Association, a bargaining unit employee may annually authorize the Employer to deduct dues and/or initiation fees of the Association, including the Michigan Education Association and the National Education Association.

Any bargaining unit member, who is not a member of the Association in good standing or who does not make application for membership within sixty (60) working days from the first day of active employment, pays a Service Fee to the Association, pursuant to the

Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in the Article. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for termination from employment.

The Association, in all cases of termination for violation of this Article, shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for termination may be filed with the Employer in the event the compliance is not effected. If the bargaining unit member in question denies that she/he has failed to pay the Service Fee, then she/he may request, and shall receive, a hearing before the Employer limited to the question of whether she/he has failed to pay the Service Fee.

Any bargaining unit member who is a member of the Association, or who applied for membership may sign and deliver to the Employer as assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

2.2 Other Organizations. The Employer agrees not to negotiate with any office personnel organization other than the Association for the duration of this Agreement. However, nothing contained herein shall be construed (1) to deny or restrict to any bargaining unit employee any rights he/she may have under the Michigan General School Laws or other applicable laws or State departmental regulations or (2) to prevent a Board Member or Administrator from meeting with any bargaining unit employee, groups of employees or organization other than the Association for the purpose of hearing and discussing their views on matters other than hours, wages and working conditions.

2.3 In the event of any action against the Employer brought in a court or administrative agency because of its compliance with Article 2 (agency shop provision) of this Agreement:

A. The Employer will give timely notice of such action to the TESA/MEA/NEA.

- B. The Employer will give full and complete cooperation to the TESA/MEA/NEA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- C. The TESA/MEA/NEA agrees to provide and pay the full cost of TESA/MEA/NEA-selected legal counsel. The TESA/MEA/NEA retains the right to settle any action at any time.

ARTICLE 3. MANAGEMENT RESPONSIBILITIES

3.1 It is recognized that the government and management of the School District, the control and management of its properties, and the maintenance of its functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility. Such rights and responsibilities belonging solely to the Employer are hereby recognized prominent, among which, but by no means wholly inclusive, are: All rights involving public policy, the rights to decide the number and location of schools and other buildings, work to be performed within the TESA/MEA/NEA, amount of supervision necessary, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the rights to purchase services of others. Regular bargaining unit employees, when available, will be given first consideration for substitute or extra-duty work.

3.2 It is further recognized that the responsibility of the Employer for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, or for other legitimate reasons vested exclusively in the Employer, subject only to the provisions of law and other express provisions of this Agreement as herein set forth.

3.3 This section left blank by design.

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3.5 During the school year, there shall be in-service programs whenever they become necessary. When the District purchases new equipment, and/or software, training on said equipment and/or software (if necessary) shall take place on District time at no expense to the employee. New hires and transferred employees may request training and support in their new positions.

ARTICLE 4. HOURS OF WORK

4.1 The normal hours of work each day shall be consecutive according to job description and classifications as listed in the Board of Education policies except that they must be interrupted by a lunch period for those persons working six or more hours per day.

It is understood that the Employer may elect to declare a hard shutdown during winter recess, midwinter recess, and/or spring recess. When the Employer elects to implement a hard shutdown, the Employer shall declare hard shutdown periods and which buildings will be shutdown prior November 1.

Winter Recess. If a hard shutdown is declared for winter recess, a 52-week employee who plans to work shall notify the Human Resources Manager by November 15 that his/her worksite will be shutdown and he/she needs to be relocated to another worksite during winter recess. The employee shall be notified of his/her alternate worksite by December 1.

Mid-winter Recess. If a hard shutdown is declared for mid-winter recess, a 52-week employee who plans to work shall notify the Human Resources Manager by January 15 that his/her worksite will be shutdown and he/she needs to be relocated to another worksite during mid-winter recess. The employee shall be notified of his/her alternate worksite by February 1.

Spring Recess. If a hard shutdown is declared for spring recess, a 52-week employee who plans to work shall notify the Human Resources Manager by February 15 that his/her worksite will be shutdown and he/she needs to be relocated to another worksite during spring recess. The employee shall be notified of his/her alternate worksite by March 1.

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

4.3 **Work Shift.** All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

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

When there is a new employee, at the discretion of the immediate supervisor, the current employee shall be brought in at the regular higher rate of pay to train the new employee

on the job, whenever the current employee is available. An orientation period of one day will be provided. Additional time may be authorized by the administration.

Employees whose standard workweek consists of forty (40) hours shall at their choice work forty (40) or thirty-five (35) hours during the summer workweek and be paid for the time worked.

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

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

4.7 Protective Clothing - Eliminated

4.8 Emergency Situations. On days when students are excused due to bad weather (snow, ice; but not extreme cold temperatures), or for safety reasons, secretaries shall contact their immediate supervisor if unable to report to work. On days when students are dismissed early due to an emergency situation (i.e., severe weather -snow, ice; but not extreme cold temperatures-, civil disaster, etc.), the secretaries shall be excused by the appropriate administrator, as soon as feasible.

A. 52-Week Employees. An absence on the first two days of closing will be paid and will not be charged against the employee's vacation leave, sick leave or personal business leave. Beginning with the third day of emergency closings, absences will be charged against the employee's vacation leave, sick leave or personal business leave and will be paid if the employee has a day(s) remaining in his/her leave bank. At the employee's option, the day may be taken without pay.

B. Less Than 52-Week Employees. An absence on the first two days of closing will be paid and will not be charged against the employee's vacation leave, sick leave or personal business leave. Beginning with the third day of closing, days missed up to and including four workdays will be rescheduled and added to any one work year of nine- and ten-month employees without additional pay. For the seventh and succeeding days when schools are closed because of or due to emergency situations, the days missed will be rescheduled and added to the end of the regular work year, and the employee will be paid at his/her regular rate of pay.

Schools Closed to Students due to:	Secretaries Reporting Status:	Absence Reporting:
1. Bad weather (snow, ice) or safety reasons	Secretaries shall contact their immediate supervisor if unable to report.	<p>Call STARS and report <i>Snow Day</i> on first two days secretary is absent.</p> <p><u>52-week Secretaries:</u> When secretary is absent due to bad weather (snow, ice) or safety reasons, beginning on day 3 and beyond: <i>charge to secretary's earned vacation or accumulated leave; or take day without pay.</i></p> <p><u>Less than 52-week Secretaries:</u> When secretary is absent on days 3, 4, 5, & 6: <i>days will be added on to work year without additional compensation.</i> When secretary is absent on day 7 and beyond: <i>days will be added on to work year and be paid at the regular rate.</i></p>
2. Extreme cold temperatures	Secretaries report.	

Students Dismissed Early Due to an Emergency Situation Caused By:	Secretaries Work Status:
1. Bad weather (snow, ice) or safety reasons, civil disaster, etc.	Secretaries shall be excused by the appropriate administrator as soon as feasible
2. Extreme cold temperatures	Secretaries remain at work

4.9 Reporting Absences. When an employee is going to be absent he/she must phone the “STARS” system at least one and one-half (1.5) hours before the beginning of his/her shift starting time, and his/her immediate supervisor prior to the beginning of his/her shift to report said absence. The time requirement may be waived in the case of an emergency at the discretion of the Assistant Superintendent, Human Resources.

ARTICLE 5. HOLIDAYS AND VACATIONS

5.1 Holidays.

A. Less than 52-week bargaining unit employees shall not be scheduled to work on the following listed holidays, which fall during the regular school year, but shall receive regular pay for these days:

Labor Day
Thanksgiving and Friday following
Good Friday
Memorial Day

Independence Day. If a less than 52-week employee is scheduled to work the day before or after Independence Day, the employee will receive holiday pay for Independence Day.

In addition, they shall receive pay for Christmas Day, New Year’s Day, and two additional days of the Christmas recess.

- B. 52-Week office employees shall not be scheduled to work on the following listed holidays but shall receive regular pay for these days.

Labor Day
 Thanksgiving Day and Friday following
 Christmas Day and one day before or after (coinciding with the school calendar)
 New Year’s Day and one day before or after (coinciding with the school calendar)
 Good Friday
 Memorial Day
 Independence Day

In addition, they shall receive pay for two additional days of the holiday recess.

- C. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.
- D. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

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

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

5.3 Vacations. Employees will be eligible for vacation benefits upon completion of one year’s employment and based upon the anniversary of the date of hire. The time vacations will be taken is subject to the approval of the immediate supervisor. If the employee is unable to resolve the scheduling of vacation days with his/her immediate supervisor, he/she may appeal the matter to the Assistant Superintendent, Human Resources.

Less than 52-Week Office Employees	52-Week Office Employees
1 week of pay after 1 year of employment	2 weeks after 1 year of employment
2 weeks of pay after 5 years of employment	3 weeks after 5 years of employment
3 weeks of pay after 10 years of employment	4 weeks after 10 years of employment
1 week of each of the above is during the holiday recess.	

In addition, all office employees hired before June 30, 2006 shall select up to three additional vacation days per year to be taken as days off with pay. If unused, these three days may be cashed out at the end of the fiscal year.

All office employees hired after June 30, 2006, upon accrual of 5 years of seniority, shall select up to three additional vacation days per year to be taken as days off with pay. If unused, these three days may be cashed out at the end of the fiscal year.

Accumulated vacation, not to exceed ten days, may be carried to the succeeding fiscal year. All vacation days carried to the succeeding year must be used by March first of that fiscal year.

When a mid-winter recess is scheduled, 52-week employees may request to take vacation days or time off without pay (See 6.3 for time off without pay). Less than 52-week employees may request to receive vacation pay during mid-winter recess.

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

ARTICLE 6. SICK LEAVE

6.1 Annual Leave. A total of twelve (12) leave days for less than 52-week office employees and a total of fourteen (14) leave days for 52-week office employees per year shall be allowed, without loss of pay, for the following reasons:

1. Personal illness (Leave days are not permitted to be used by less than 52-week employees for elective surgery during the school year.)
2. Serious illness in the immediate family, which includes spouse, children and the members of the employee's household, parents, foster parents of employee or spouse, and brother and sisters of the employee.
3. Death of a relative
4. Three of the annual leave days may be used for personal business for less than 52-week employees; four of the annual leave days may be used for personal business for 52-week employees, not including activities for pleasure.
5. The employee may borrow in advance from the following year's annual leave allowance by executing a promissory note in favor of the School District, said note to be cosigned by the Association.

6.2 Accumulated Leave Days. All the unused leave days shall be added at the end of each fiscal year to the employee's leave day reserve, provided that such leave day reserve shall not exceed a total of one hundred eighty (180) days. Said leave day reserve may be used for reasons 1, 2 and 3 above and/or as a basis for calculating severance pay of one half of a maximum of eighty (80) days of accumulated leave upon termination of employment in the Troy School District, providing the employee has five or more years of active service with the District. In addition, an employee who is leaving employment with the District for purposes of immediately activating his/her retirement from the Michigan Public School Employees Retirement System, shall be eligible to accrue and calculate severance pay on an additional twenty (20) leave days upon termination of employment. Said leave day accrual and severance calculation shall be done on the same basis as the first eighty (80) leave days. Severance pay will not be paid in cases where two weeks' notice of leaving was not given or where illegal conduct by the employee is involved. In case of death, the employee's beneficiary or beneficiaries as stated on the retirement card shall receive all benefits due the employee.

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

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

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

6.3 Absence from a Paid Workday. When an employee is absent from a paid workday, he/she shall not receive his/her salary for such day unless his/her absence is covered under 6.1.

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

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

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

Should an employee absent himself/herself after permission has been denied, he/she is subject to disciplinary action.

6.4 Adjustment Due to Unfinished Contract. Employees who leave the employment of the Troy School District before termination of the current year's operation for reasons other than those beyond his/her control will forfeit one leave day for each school month remaining at the date of termination of services, whether or not such leave days have already been used. Adjustment for such forfeiture shall be made on the employee's final paycheck.

6.5 Worker's Compensation. Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan, plus any other benefits from Social Security or other public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed sixty (60) calendar days, without reduction of accumulated sick leave. In all cases it is the employee's responsibility to fill out the necessary forms, including requesting sick leave without reduction when applicable.

6.6 Absence Due to Court Appearance. In a case connected with employment in the Troy School District or due to being subpoenaed on any proceeding connected with school, the bargaining unit employee will be paid for the court or hearing appearance without being charged sick leave or business leave days.

If an employee must serve on jury duty, he/she will be paid the difference between his/her jury pay and his/her regular pay, without loss of leave days.

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

6.8 Absence Due to Religious Observances may be deducted from current sick leave as personal business days up to a maximum of three more days of leave than normally allowed for personal business.

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

6.10 When an employee's absence due to injury or illness exceeds forty (40) days beyond his/her accumulated sick leave, the seniority credit for these excess days shall not be counted.

ARTICLE 7. LEAVES OF ABSENCE

7.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after serving a probationary period of sixty (60) working days with the Employer, provided that such leaves of absence shall be subject to the discretion of the Employer, and provided further, that such leaves of absence shall not be granted if the efficient operation of the District would be thereby jeopardized.

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

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

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

A request for a short-term leave of absence--a leave not exceeding one month--shall be answered within five days. A request for a leave of absence exceeding one month shall be answered within ten days.

7.3 Leaves of absence for a limited period of time not to exceed one year may be granted. Upon termination of said leaves of absence, the employee shall be reinstated to his/her former position, or one reasonably equivalent thereto, if he/she requests reinstatement in writing at least thirty (30) calendar days before the expiration of the term of such leave.

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

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

7.6 An employee shall accrue seniority while using paid sick leave days. An employee who is absent beyond his/her accumulated paid sick leave days shall continue to accrue seniority until he/she is placed on an unpaid leave of absence.

7.7 An employee who takes a day(s) off without pay as provided for in Section 6.3 shall not lose seniority for the day(s) off.

7.8 Employees requesting leaves of absence, pursuant to the Family Medical Leave Act of 1993 (FMLA), who are found eligible, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the collective bargaining agreement during their FMLA leave time. The rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement. Further, any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

ARTICLE 8. WAGES

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

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

Employees hired between July first and December thirty-first shall be given a full increment in July. Example: Date of hire = September 10, 1985, increment given July, 1986.

Employees hired between January first and June thirtieth shall be given an increment the second July of employment, as well as a lump sum increment payment from anniversary date of hire to June thirtieth. Example: Date of hire = March 10, 1986, Step adjustment = July 1, 1987, and lump sum increment adjustment from March 10, 1987, through June 30, 1987.

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

8.4 A less than twelve (12) month employee shall be provided the option of having his/her annual salary paid in twenty-two (22) pays or twenty-six (26) pays. The Payroll Office shall be notified in writing by the employee at least two weeks before the first pay day in the employee's work year if the twenty-six (26) pay option is chosen. Having once made the selection of twenty-six (26) pays, the option shall continue from year to

year unless changed in writing by the employee at least two weeks before the first payday in the employee's work year.

8.5 Mileage. When it is necessary for the TESA/MEA/NEA member to use a personal car for school business, the reimbursement shall be at the maximum nontaxed rate allowed by IRS.

8.6 Work Performed in an Upgraded Position. At such times when it becomes necessary to perform work in an upgraded position (e.g., due to the absence of the secretary who normally performs such assignment), beginning on the eleventh consecutive day in the upgraded position, the employee will be paid at the rate of pay for the upgraded position.

8.7 Longevity. After ten years in the Troy School District an employee shall earn an additional \$.64/hour in 2006-2007 and \$.66/hour in 2007-2008 on the wage scale; after fifteen (15) years in the Troy School District an employee shall earn an additional \$.89/hour in 2006-2007 and \$.91/hour in 2007-2008 on the wage scale; and, after twenty (20) years in the Troy School District an employee shall earn an additional \$1.23/hour in 2006-2007 and \$1.25/hour in 2007-2008 on the wage scale.

ARTICLE 9. OVERTIME

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

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

The overtime rate specified above for Saturday and Sunday work shall not be paid to employees for whom these days fall regularly within the first five days of their work week. These employees shall be paid time and one-half or double time for all work performed on the sixth or seventh day, respectively, of their regular work week.

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

9.2 Work at Employee's Option. Overtime work shall be voluntary except in the instance when a teacher workday falls on a Saturday in June. When a teacher workday falls on a Saturday in June, one elementary clerical staff member, one middle school clerical staff member and two high school clerical staff members shall be required to work overtime in each building.

9.3 All overtime work must be approved in writing by the employee's immediate supervisor in advance. This overtime will be paid at the overtime rate. If there is a necessity for continuous overtime, this should be brought to the attention of the supervisor and the Assistant Superintendent, Human Resources to determine whether there is a need for an increase in weekly hours.

9.4 The District shall allow compensation time in lieu of overtime.

ARTICLE 10. SENIORITY

10.1 Probationary Period. During a sixty-(60) working day probationary period, the Employer shall have the sole right to discharge and disciplinary action. The grievance procedures hereinafter established shall not be applicable to probationary employees.

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

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

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

10.5 The seniority list signed by the Association President and the Employer representative is the official seniority list as of March 1, 1982. All future seniority lists shall be based on that list as may be updated as provided for in this Agreement.

10.6 Other than as specifically provided here or in Article 7, seniority credit will be counted only for continuous service within the unit.

10.7 Seniority for the purposes of vacation credit and longevity only shall be total service to the Employer.

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

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

- A. If the employee withdraws from employment.
- B. If he/she is discharged, and the discharge is not reversed through the grievance process of this Agreement.
- C. If he/she is absent for three consecutive working days without notifying the Employer and fails to give an explanation for the absences and lack of notice which are satisfactory to the School administration.
- D. If he/she fails to return to work from a layoff when recalled from layoff, or fails to return from a leave upon expiration of the leave, within ten consecutive working days.
- E. If he/she overstays a leave granted for any reason, as provided in this Agreement, an acceptable, reasonable extended time beyond granted leave time should be given consideration, providing the request for extension is made prior to the expiration of the leave.

ARTICLE 11. LAYOFF AND RECALL

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

11.2 At least three weeks prior to the notice of layoff, the Employer shall meet with the Association to provide reasons for the layoffs and to discuss any alternatives.

11.3 The procedure for involuntary layoff shall be:

- A. The employee(s) in position(s) that are being eliminated will be declared surplus.

- B. The least senior employees shall be laid off to accommodate the number of positions eliminated.
- C. The positions vacated by the laid-off employees shall be posted and filled pursuant to Article 12. Promotions and Transfers.
- D. The District shall not be required to have more than two rounds of postings in accommodating the layoff situation; thereafter, the District shall meet with the employee(s) not slated for layoff who do not have an assignment, and after individual consultation beginning with the most senior surplus employee, shall determine placement to one of the remaining positions.
- E. If a position is not filled because no applicant met the qualifications listed in the posting, then the District shall make one or more transfers (as per Article 12.4 Transfer) among existing staff to fill the position. However, it is understood and agreed that no transfer shall occur under this section which results in a loss of pay to the transferee, unless the transferee wishes to do so. This hold harmless provision from loss in pay shall only continue for an amount of time not to exceed the length of time the transferee held the position from which he/she was transferred. If a position cannot be reasonably filled by transfers, and there is a person on layoff who is qualified to fill the position, the laid-off person shall be recalled and assigned to the position.
- F. In the event an employee who has taken a new position under this Section is not performing the duties of the new position satisfactorily after a period of sixty (60) calendar days, the District after consultation with the Union, shall make the necessary reassignments.

11.4 A surplus employee may elect to take a layoff rather than receive a new assignment as provided in Section 11.3.

11.5 The Employer shall send written layoff notices to the employees that will be laid off at least three weeks prior to the effective date of the layoff.

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

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

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

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

11.8 Employees who receive new assignments as a result of a layoff situation or are recalled must be qualified for the position. An employee is considered qualified if he/she meets the qualifications listed in the posting used to fill the position.

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

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

11.11 In all cases the official TESA/MEA/NEA seniority list dated March 1, 1982, shall be used. This list is on file with the Employer and the Association.

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

ARTICLE 12. PROMOTIONS AND TRANSFERS

12.1 Promotions shall be made on the basis of demonstrated ability to perform the task, meritorious service, and length of continuous service. Job vacancies shall be posted for a period of seven calendar days, excluding Saturday and Sunday, in a conspicuous place in each building in the School District. Job postings will contain the qualification criteria for the position. Employees interested shall apply within the posting period. All internal applicants who meet the posted qualifications will be interviewed and notified of a decision within fifteen (15) administrative working days of the expiration of the posting. Any employee receiving the promotion shall be given a trial period of up to sixty (60) days. Employees who fail to qualify shall be returned to their former position without

loss of seniority. The Employer supports a policy of promotion from within; however, this shall not prevent the School District from disqualifying the employee.

12.2 New Position or Change. When a new position is created or a significant change in the method of operation, and the position or change has been posted, a temporary rate shall be established by the School District for the probationary period. During this period the School District and the Association shall bargain on the rate of the position.

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

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

12.3 The minimum qualifications for bargaining unit employees shall include graduation from high school or its equivalent and the knowledge of office skills.

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

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

When it becomes necessary to make unrequested transfers, upon written request by the transferee, the Assistant Superintendent, Human Resources shall show just cause.

ARTICLE 13. DISCIPLINE AND DISCHARGE

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

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

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

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other people.

13.2 Discharge. The Employer shall not discharge any employee without just cause. The Employer may suspend the employee during the investigation. If the Employer feels there is just cause for discharge, the employee involved will be discharged. The employee and his/her Association representative will be notified in writing that the employee has been suspended and/or discharged.

ARTICLE 14. SETTLEMENT OF DISPUTES

14.1 Grievance Procedure

A. A grievance is defined to be a complaint by an employee within the Association based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.

B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given the opportunity to be present at such adjustment. Likewise, nothing contained herein shall preclude the Employer from utilizing the grievance procedures set forth herein in connection with grievances.

C. The Association is prohibited from processing a grievance on behalf of an employee or group of employees without his/her/their initiating the grievance.

D. Grievances shall be settled in the following manner:

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

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

- Step 3. If the grievance remains unadjusted for five days after, it may be presented in writing by the employee or Association to the Assistant Superintendent, Human Resources within five days after the response of the department head with copies to the Association representative and immediate supervisor. The Assistant Superintendent, Human Resources will set up a meeting to discuss the grievance within five working days. Within five working days after such meeting, the Assistant Superintendent, Human Resources shall give his/her answer in writing to the Association representative with copies to the employee and his/her immediate supervisor.
- Step 4. If the grievance is still unsettled, the Association may within fifteen (15) days after the Step 3 answer or date the answer is due submit the grievance to arbitration. The rules of the American Arbitration Association shall govern the filings of the demand for arbitration, the selection of the arbitrator, the conducting of the hearing, and all other matters surrounding the arbitration process.

The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.

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

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

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

14.3 The term days shall mean scheduled workdays, Monday through Friday, exclusive of holidays, the week following or preceding Easter (whichever is the week that the teachers have off), and the week between Christmas and New Year's Day.

14.4 Work Time, Grievance Process. Before commencing the investigation of any grievance (that requires action during the working hours), the Association or employee shall get the permission of his/her immediate supervisor. It is understood by the parties, however, that the investigation, presentation or consultation on grievances should be carried on outside working hours whenever possible. However, the grievant and one Association representative shall be released without loss of pay to take part in arbitration.

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

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

14.7 No grievance shall be filed or processed further by any employee or the Association after the effective date of the employee's resignation, unless the grievance arises out of previous employment and is filed within ten working days (as per Section 14.2).

ARTICLE 15. NEGOTIATION PROCEDURES

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

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

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

15.4 Negotiation Time. Negotiations shall be carried on at times mutually agreed upon and essentially outside of the employee's regular working period.

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

15.6 Sharing Data. During negotiations, the Employer and the Association shall present relevant data, exchange points of view and make proposals. The Employer shall make available to the Association for inspection all pertinent public records of the School District, excluding confidential records.

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

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

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

ARTICLE 16. STRIKE PROHIBITION

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

ARTICLE 17. INSURANCE

For all seniority employees working regularly thirty-five (35) or more hours per week, the Employer agrees to pay the full premium for twelve (12) months on policies that will provide the coverage listed below. Effective August 15, 1984, all new employees hired to work twenty (20) hours or more but fewer than thirty-five (35) hours per week shall receive prorated fringe benefits paid by the Employer equivalent to the percentage of the time the employee is scheduled to work. The Employer's contribution for prorated benefits shall be on the basis of the following schedule:

<u>Hours per week</u>	<u>Percentage of Fringe Benefits Paid by Employer</u>
20-24.9 Hours	50%
25-29.9 Hours	67%
30-34.9 Hours	83%
35 Hours	100%

Employees who desire prorated fringe benefits must enroll in fringe benefit plans requiring true groups prior to selecting fringe benefits not requiring true groups. At the employee's option, the employee may select to have full fringe benefits, provided the employee executes an authorization permitting the Board to deduct the employee's share of the fringe benefit premiums needed to be paid.

The nature, amount, extent, commencement, duration and term of benefits and coverage shall be as provided in the insurance policies and rules and regulations of the insurance carriers. The Employer's only obligation shall be to pay the required premiums. Any claim settled between the employee and any of the carriers shall not be subject to the grievance procedure of this collective bargaining agreement.

A. MESSA PAK

PAK A

1. **Health.** An employee choosing Pak A will receive the following health care insurance.

MESSA Choices II PPO. Each eligible employee at his/her option shall be enrolled in MESSA Choices II PPO with no deductible in network and a \$250/\$500 deductible out-of-network; and \$10/\$20 RX Plan

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

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

2. **Dental Care.** Each employee shall be enrolled in one of the MESSA Delta Dental Full Family Plans (0689-0003, 0689-0004, 0689-0005, or 0689-0006). The plan shall be a true group with internal and external coordination of benefits.
3. **Vision.** Each eligible employee shall be enrolled in the MESSA Vision Plan 3. The plan will be a full-family, true group with internal and external coordination of benefits.

However, the Employer shall have the right to reduce the level of coverage so that the coordinated coverage, if any, does not exceed 100 percent.

4. **Life Insurance.** The School District will provide \$31,000 (inclusive of the \$5,000 provided in the Super Care I health insurance) AD and D term life insurance for each employee working regularly twenty (20) hours or more per week. Such insurance may be converted to some type of individual life insurance plan upon termination of employment according to the policy (insurance) provisions.
5. **Long-Term Disability Insurance.** The Employer will provide long-term disability income insurance according to the Schedule of Benefits in effect on February 1, 2003 in the MESSA Long-term Disability Policy Plan to cover all regular employees working at least twenty (20) hours per week after the first sixty (60) calendar days or after the exhaustion of his/her accumulated leave days, whichever comes later, of any illness or disability. Such insurance shall pay two-thirds (2/3) of his/her regular salary subject to a maximum benefit of \$2,400/month and reduced by an amount paid or payable under Worker's Compensation, Social Security or any School-sponsored pension plan. The remuneration under this Article is as established under the company's policy and is paid at the daily rate (7 days/week, 52 weeks/year) of 1/365ths of the annual salary of the employee.

PAK B

1. **Dental Care.** Each employee shall be enrolled in the MESSA Delta Dental Full Family Plan (0689-0003, 0689-0004, 0689-0005, or 0689-0006) . The plan shall be a true group with internal and external coordination of benefits.
2. **Vision.** Each eligible employee shall be enrolled in the MESSA Vision Plan 3. The plan will be a full-family, true group with internal and external coordination of benefits.

However, the Employer shall have the right to reduce the level of coverage so that the coordinated coverage, if any, does not exceed 100 percent.

3. **Life Insurance.** The School District will provide \$31,000 AD and D term life insurance for each employee working regularly twenty (20) hours or more per week. Such insurance may be converted to some type of individual life insurance plan upon termination of employment according to the policy (insurance) provisions.
4. **Long-Term Disability Insurance.** The Employer will provide long-term disability income insurance according to the Schedule of Benefits in effect on February 1, 2003 in the MESSA Long-term Disability Policy Plan to cover all regular employees working at least twenty (20) hours per week after the first sixty (60) calendar days or after the exhaustion of his/her accumulated leave days, whichever comes later, of any illness or disability. Such insurance shall pay two-thirds (2/3) of his/her regular salary subject to a maximum benefit of \$2,400/month and reduced by an amount paid or payable under Worker's Compensation, Social Security or any School-sponsored pension plan. The remuneration under this Article is as established under the company's policy and is paid at the daily rate (7 days/week, 52 weeks/year) of 1/365ths of the annual salary of the employee.
5. **Cash in lieu of Health Insurance.** Employees (who would otherwise be eligible for health insurance) who do not elect to be covered by any Board-paid health insurance or any Board sponsored health insurance plan in the District shall receive additional salary in the following amount:

If four or fewer employees elect the option - \$900.00/year

If five employees elect the option - \$2,000.00/year

If six or more employees elect the option - \$2,500.00/year

The number of employees electing the option shall be determined at the close of business on the last day of the open enrollment period. The total amount shall be made in two payments. The first payment shall be paid to the employee in the second payroll in January. The second payment shall be paid to the employee in the second payroll in June.

- B. **Cafeteria Plan – Cash Payment.** For employees who do not choose MESSA Pak A or B and who are not enrolled in another Board-sponsored health insurance plan, a cafeteria plan shall be established to provide a cash-payment only option with a cash payment in lieu of all insurance as follows:

Employees shall receive a cash payment of \$2,750.00 annually.

- C. **Annuity Insurance Plans.** The School District has made available annuity insurance plans for its employees. Interested employees must make the necessary arrangements for the plan direct with the carriers. Deduction for such plan must be by payroll deduction after formal written authorization.

- D. **Health Insurance/Long-Term Disability Insurance/Worker's Compensation.** The Board shall provide the employee with his/her health insurance benefit at no cost to the employee for the first twenty-four months the employee is drawing long-term disability insurance, subject to the rules of the insurance carriers and providing no such coverage is included in the carrier's plan for employees drawing long-term disability. The Board shall provide the employee with his/her health insurance benefit at no cost to the employee for the first twenty-four months the employee is drawing worker's compensation, subject to the rules of the insurance carriers and providing no such coverage is included in the carrier's plan for employees. Following the first twenty-four month period, the employee may purchase the hospitalization insurance at his/her own expense at the employer's group rate, subject to the rules of the carrier.

ARTICLE 18. MASTER SICK BANK

18.1 Master Sick Bank. The procedure for the administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible bargaining unit employees who apply and whose applications are subsequently approved for sick day(s) benefits.

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

- A. Each bargaining unit employee shall contribute one sick day to the Master Sick Bank in January 1985, to fund the Bank.

- B. Bargaining unit employees newly employed by the District shall have one sick day of their advance current allowance transferred to the Master Sick Bank at the beginning of their employment.

- C. The maximum number of days in the Master Sick Bank shall be twice the number of bargaining unit employees in the bargaining unit.

- D. The above one sick day transferred to the Master Sick Bank from the current allowance of a bargaining unit employee, or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time a bargaining unit employee terminates employment with the District.

- E. If the number of days in the Master Sick Bank falls below twenty-five percent (25%) of the maximum funding of days prior to the end of any school year, the TESA/MEA/NEA will notify the Board to make a transfer of one more day from each bargaining unit employee's current allowance to the Master Sick Bank.

18.3 Master Sick Bank Eligibility. Any bargaining unit employee shall be eligible to make application to the Sick Bank Committee for sick days of benefit after the employee has been employed and worked a minimum of six months and has at least one half of the employee's current annual sick leave allowance at the commencement of the first illness during any one contract year. The employee must be incapacitated for at least fifteen (15) consecutive working days and must have exhausted all days available in the employee's personal sick leave accumulation before drawing on the Master Sick Bank. If a bargaining unit employee is incapacitated for at least fifteen (15) working days (not necessarily consecutive working days) in any one year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same licensed physician who originally handled the case verifies by written statement that such incapacitation is a recurrence, then the fifteen (15) consecutive day eligibility requirement can be waived in such instance at the discretion of the Sick Bank Committee. In the instance of a recurrence of an illness, the employee may change physicians provided that prior approval is obtained from the Executive Director of Personnel Services.

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

18.5 Sick Bank Committee. The Sick Bank Committee shall be composed of four bargaining unit employees to be selected in any manner determined by the TESA/MEA/NEA and one administrator to be selected by the Board. The TESA/MEA/NEA representatives shall hold membership on the committee for such terms as determined by the Association. Any application approval by the committee shall be by a majority vote of the entire committee.

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

- A. No bargaining unit employee shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefits from the Master Sick Bank in any school year.
- B. The form authorizing an award of sick days from the Master Sick Bank to a bargaining unit employee which is sent to the Board for payment must be accompanied by supporting statements from a licensed physician used by the

committee in making their decision (for Board review) and signed by three members of the Sick Bank Committee and one of the following:

1. President of the TESA/MEA/NEA
2. Executive Director of the TESA/MEA/NEA

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

- C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three members, with one member each to be appointed by the Board, by the TESA/MEA/NEA, and by the Sick Bank Committee. A copy of the audit report shall be furnished to the Board, TESA/MEA/NEA and the Master Sick Bank Committee.

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

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

ARTICLE 19. SEPARABILITY AND SAVING CLAUSE

19.1 If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

19.2 In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Association and/or the Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

19.3 The Association shall save the Employer harmless against any claims, demands, suits and other forms of liability that may arise by reason of the Employer's complying with any of the provisions of this contract.

ARTICLE 20. GENERAL PROVISIONS

20.1 Pledge against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative or any employee against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association or for any other cause.

The Association recognizes its responsibility as bargaining agent and agrees to represent all members in the Bargaining Unit without discrimination, interference, restraint or coercion.

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

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

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

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

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

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

- A. Revising. When existing rules are changed or new rules are established, they shall become effective, except in emergency, ten working days after being posted.
- B. Informing Employees. The Employer further agrees to furnish each employee in the bargaining unit with a copy of the collective bargaining agreement and all existing work rules as soon as they are printed. New employees shall be provided a copy only at the time of becoming a member of the Association.
- C. Enforcing. Employees shall comply with all reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

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

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

20.8 Reimbursement for Losses. An employee may apply to the Employer for reimbursement for loss, damage or destruction of clothing or personal property as a result of theft, vandalism or assault related to school duties, unless due to negligence or guilt of the employee, if such loss exceeds five dollars (\$5.00) and is not covered by insurance. Maximum reimbursement under this provision shall not exceed One Hundred Dollars (\$100).

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

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

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

20.12 Health Protection. In order to provide continuing health protection for students and other school personnel:

- A. Upon initial employment each employee shall provide by certification of his/her private physician evidence of:
 - 1. Such state of physical and mental health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.
 - 2. Freedom from active tuberculosis and other communicable diseases.
- B. When required by law, the employee will show evidence of his/her continued freedom from active tuberculosis by either tuberculin skin test or chest x-ray.
- C. Employees shall not be required to work under unsafe or hazardous conditions which endanger the health, safety or well-being of the employee as determined by applicable regulations properly adopted by OSHA, the Department of Labor (29 CFR 1960) or state or local agencies having jurisdiction. Employees who are required to continue to work shall be reassigned to work at another location at their regular rate of pay.

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

20.14 Terminating Employment. If an employee anticipates terminating his/her employment in the Troy School District, he/she shall submit in writing a two weeks' notice of leaving.

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

20.16 The Association shall be provided twenty (20) days per year for their collective use for Association business, including attendance at conferences and workshops sponsored by the Association or affiliated organizations.

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

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

ARTICLE 21. DURATION, TERMINATION AND MODIFICATION

21.1 This Agreement is made and entered into on this 3rd day of April 2007 by and between the Troy School District and the TESA/MEA/NEA, is effective July 1, 2006, and shall remain in full force and effect through June 30, 2008. In the event either party wishes to terminate this Agreement or modify or amend any Article or Clause thereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the termination date of this contract. The modification or amendment of any specific Article or Clause shall not affect the remainder of this contract.

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

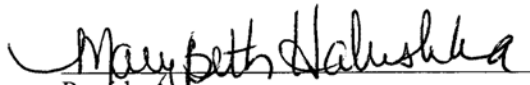
21.3 Length of Collective Bargaining Agreement. The body of the collective bargaining agreement is expected to last for a period of two years. Items of the collective bargaining agreement which are considered in error may be reopened for negotiation only by mutual consent of both parties. The parties shall meet within four (4) months of the expiration date to consider the succeeding collective bargaining agreement.

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

Executed in the City of Troy, County of Oakland, State of Michigan, on the 3rd day of April 2007.

**TROY BOARD
OF EDUCATION**

**TROY EDUCATIONAL
SECRETARIES ASSOCIATION/
MEA/NEA**




President



President



Secretary



Executive Director

APPENDIX A

July 1, 2006 – June 30, 2007

	IA	I	II	III	IV	V
Base	18.65	17.74	16.62	15.88	15.58	14.88
1	19.03	18.62	17.02	16.39	16.09	15.23
2	19.38	18.99	17.37	16.74	16.37	15.63
3	19.74	19.36	17.73	17.12	16.74	15.92
4	20.08	19.69	18.07	17.40	17.09	16.33
5	20.39	20.06	18.42	17.74	17.40	16.73
6	20.77	20.36	18.78	18.15	17.74	17.06
7	21.19	20.81	19.10	18.47	18.12	17.37
8	21.73	21.38	19.69	19.05	18.69	17.97

APPENDIX A

July 1, 2007 – June 30, 2008

	IA	I	II	III	IV	V
Base	18.98	18.05	16.91	16.16	15.85	15.14
1	19.36	18.95	17.32	16.68	16.37	15.50
2	19.72	19.32	17.67	17.03	16.66	15.90
3	20.09	19.70	18.04	17.42	17.03	16.20
4	20.43	20.03	18.39	17.70	17.39	16.62
5	20.75	20.41	18.74	18.05	17.70	17.02
6	21.13	20.72	19.11	18.47	18.05	17.36
7	21.56	21.17	19.43	18.79	18.44	17.67
8	22.11	21.75	20.03	19.38	19.02	18.28

Appendix B

CLASSIFICATIONS

	<u>Hours per Week</u>	<u>Weeks per Year</u>
Level I Secretary		
Deputy Superintendent (IA)	40	52
Fine Arts/Community Relations	40	52
Payroll Senior Clerk	40	52
<u>Dormant Positions</u> Elementary Instruction Asst. Superintendent Student Services Senior Clerk Auxiliary Services Director Secondary Instruction Director		
Level II Secretary/Senior Clerk		
Accounting	40	52
Athletic Director/Career & Tech Education	40	52
Continuing Education Director	40	52
Elementary Principals' Secretary	37.5	45
Employee Benefits	40	52
High School Principal	40	52
Middle School Principal (Grandfather current employees)	40	46**
Human Resources - STARS Operator	40	52
Special Education Director	40	52
Special Services – IS Department	40	52
Level III Secretary		
Maintenance & Operations Director	40	52
Technology Resource Center Director	40	52
Curriculum Director	40	52
District Media Secretary	40	44**
High School Data Processor	40	52
High School Guidance	40	44
Purchasing Supervisor' Secretary	40	52
Special Education Data Processor	35	52
<u>Dormant Positions</u> Coalition Director, Senior Student Services Evaluation & Research Guidance Fine Arts Director Career Education Services		

Level IV Secretary

Accounting	40	52
Adult & Continuing Education	40	52
Career Room	40	44
Food Services Supervisor	40	46
High School Assistant Principal	40	45
Middle School Assistant Principal	40	45
Receptionist - Athens	40	52
Receptionist – Central Office	40	52
Special Education Supervisor	35	45
Transportation Supervisor	40	52**
TCC Manager	40	52
Niles Alternative High School	40	45

Dormant Positions

Coalition Director
High School Administrative Assistant
High School Administrative Assistant-Athletics
Evaluation/Media Director
Planning & Construction Supervision
State & Federal Projects Supervisor

Level V Secretary

Adult & Continuing Education	40	52
Attendance	40	42
Elementary	35	42
High School Media	35	42
Media Technician Assistant	35	44
Middle School	40	42
Human Resources	40	52
Special Education	35	41
Troy Career Center	40	52

Dormant Positions

District Media
Guidance
Health
High School General
PACE (Gifted & Talented)
Purchasing
Title I

Should any new bargaining unit positions be created, Schedule B shall be amended by the District to reflect the new positions.

LETTER OF AGREEMENT

Between the Troy School District And the Troy Educational Secretaries Association/MEA/NEA

Re: Article 3, Sections 3.3 and 3.4 of 2006-2008 Collective Bargaining Agreement

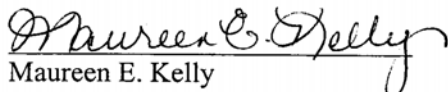
The parties agree to restore the following language to Article 3, Sections 3.3 and 3.4 of the 2006-2008 collective bargaining agreement if legislation is enacted to repeal the applicable sections of Public Act 112 of 1994 and make the provisions printed below lawful.

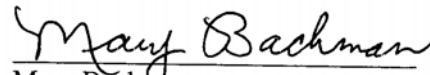
3.3 No co-op students and/or outside agency shall be employed to replace any bargaining unit employee whose employment is terminated or temporarily interrupted because of a reduction in staff.

3.4 It is understood that the bargaining unit employee positions set forth in Article 1, Section 1.1, have the responsibility for performing the duties normally associated with those positions. These duties shall be assigned only to a person who is a bargaining unit employee, except when the Employer hires a substitute for a bargaining unit employee who has been reported absent or hires a temporary employee to fill a temporary assignment of sixty (60) or less consecutive working days. The employment of co-op students or CETA employees shall not be used to replace bargaining unit employee positions.

For the District

For the Association


Maureen E. Kelly
Assistant Superintendent
Human Resources


Mary Bachman
President

Date: April 2007

**LETTER OF AGREEMENT
BETWEEN THE TROY SCHOOL DISTRICT
AND THE
TROY EDUCATIONAL SECRETARIES ASSOCIATION/MEA/NEA**

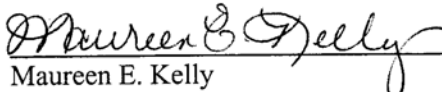
Re: Insurance Coverage

At the expiration of the 2006-2008 collective bargaining agreement, if MESSA PAK coverage is discontinued, the dental and vision insurance coverage language will revert to the language contained in the 1994-1995 contract. Specifically, the Board will have the right to provide an equivalent level of coverage to the Delta Dental and/or MESSA Vision coverage negotiated in the 1994-1995 contract.


Additionally, the parties mutually agree that if MESSA PAK coverage is discontinued at the expiration of the 2006-2008 collective bargaining agreement, the Troy School District shall have the right to revert to the specifications contained in the long term disability insurance policy underwritten by the Paul Revere Life Insurance Company and in effect for the members of the Troy Educational Secretaries Association/ MEA/NEA during the 1994-1995 school year, except that the coverage amounts will be those specified in the 2006-2008 collective bargaining agreement.

FOR THE DISTRICT

FOR THE ASSOCIATION



Maureen E. Kelly
Assistant Superintendent, Human Resources



Mary Bachman
President

Date: April 2007

LETTER OF AGREEMENT

BETWEEN THE TROY SCHOOL DISTRICT

AND THE TROY EDUCATIONAL SECRETARIES ASSOCIATION/MEA/NEA

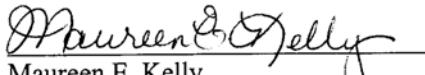
Re: Vacation Day Cashout

Bargaining unit members will be limited to cashing out vacation days at the time of termination from employment as follows:

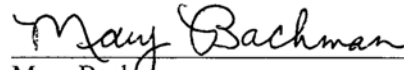
- A. Termination Effective Date*: July 1 – February 28 (or 29)
Maximum Vacation Day Pay Annual allotment plus ten days
- B. Termination Effective Date*: March 1 – June 30
Maximum Vacation Day Pay Annual allotment

*Termination Effective Date means the first date following the last official date of employment.

FOR THE DISTRICT


Maureen E. Kelly
Assistant Superintendent, Human Resources

FOR THE ASSOCIATION


Mary Bachman
President

Date: April 2007

INDEX FOR TESA CONTRACT FOR 2006-2008

A

Absence (6)10
 Conferences (6.9)..... 12
 Contact with Children (6.7) 12
 Court (6.6)..... 12
 Illness (6.1) 10
 Leaves (7) 13
 On Paid Workday (6.3)..... 11
 Personal Business (6.1)..... 10
 Religious (6.8) 12
 Reporting (4.9)..... 8
 Seniority (6.10)..... 12
 Unauthorized (6.3) 11
 Unpaid (6.3) 11
 Seniority (7.5) 13
 Accumulated Leave Days (6.2).....11
 Adjustment Due to Termination (6.4).....12
 Agency Shop (2.2, 2.3)4
 Agreement Duration (21.1).....35
 Annuities (17 C).....28
 Arbitration (14.1 D, Step 4).....21
 Association Activities (20.4)31
 Days (20.16)..... 34

B

Bargaining Agent (1.1) 3
 Benefits, Insurance (17) 24
 Prorated (17) 24
 Board of Education (20.10) 33
 Breaks (rest periods) (4.6) 7
 Building Use (20.3)..... 31

C

Cafeteria Health Plan27
 Caucus (15.5)24
 Change (12.2).....20
 Claims (20.8).....32
 Classifications (Appendix B)..... 38-39
 Clothing (4.7).....7
 Coercion (20.1)31
 Comp Time (5.2).....9
 (9.4).....16
 Complaint (Grievance) (14.1).....21
 Conferences (6.9).....12
 (14.5).....23

Conflict in Policy (20.13)33
 Consultants (15.7).....24
 Contagious Disease (6.7)12
 Court (6.6).....12

D

Deductions (2.1).....3
 Dental Insurance (17 A, Plan A 2).....26
 (17 A, Plan B 1)26
 Discharge (13.2).....21
 Just Cause (13.2).....21
 Discipline/Discharge (13).....20
 Discrimination (20.1).....31
 Disease (20.12)33
 Contagious (6.7).....12
 Disputes, Settlement (14).....21
 Double-time (5.2).....9
 Dues (2.1).....3
 Duration of Agreement (21.1).....35

E

Eligibility (MSB) (18.3)29
 Emergencies (4.8)7
 Equipment, New (3.5).....5
 Ethics (20.11).....33
 Expenses, Negotiation (2.1).....3
 Experience Credit (8.2).....14

F

FMLA (Family Medical Leave) (7.8).....14
 Facilities (20.3)31
 Fees, Dues (2.1)3
 Family Medical Leave (7.8).....14
 Fringe Benefits (17)24
 Funding of Sick Bank (18.2).....28

G

General Provisions (20)31
 Grievance Procedure (14.1)21
 Conference (14.5)23
 Time Limits (14.2)22
 Work Time (14.4)23

H

Health Insurance (17 A, Plan A 1).....	25
(17 D).....	28
National (17 A, Plan A 1).....	25
Option (17 A, Plan B5).....	27
Health Leave (7.4).....	13
Insurance (17 C).....	28
Health Protection (17 C).....	28
Holidays (5.1).....	8
Pay (5.2).....	9
(9.1 C).....	15
Work (5.2).....	9
Hours, Work (4).....	6

I

Illness (6.1).....	10
Inclement Weather (4.8).....	7
Increment (8.2).....	14
Inservice (3.5).....	5
Insurance (17).....	24
Dental (17 A, Plan A 2).....	26
(17 A, Plan B 1).....	26
Health (17 A, Plan A 1).....	25
Life (17 A, Plan A 4).....	26
(17 A, Plan B 3).....	27
Long-term Disability:	
(17 A, Plan A 5).....	26
(17 A, Plan B 4).....	27
National (17 A, Plan A 1).....	25
Vision (17 A, Plan A 3).....	26
(17 A, Plan B 2).....	26
Involuntary Layoff (11.3).....	17
Involuntary Transfer (12.4).....	20

J

Job Description (20.15).....	34
Jury Duty (6.6).....	12
Just Cause Discipline/Discharge (13).....	20

K

L

Layoff/Recall (11).....	17
Involuntary (11.3).....	17
Notice (11.5).....	18
Recall Rights (11.6).....	18
Seniority (10).....	16

Voluntary (11.10).....	19
Leaves (7).....	13
Accumulated (6.2).....	11
Application (7.2).....	13
Eligibility (7.1).....	13
Extension (10.9 E).....	17
Insurance (17 A, Plan A 5).....	26
(17 A, Plan B 4).....	27
Maternity (7.4).....	13
Medical (7.4).....	13
Seniority (6.10).....	12
(7.5) (7.6).....	13
(7.7).....	14
Sick (6).....	10
Legal Counsel (20.7).....	32
Length of Contract (21.3).....	35
Letters of Agreement	
Co-op.....	40
Insurance Coverage.....	41
Vacation Day Cashout.....	42
Liability (20.6).....	32
Life Insurance (17 A, Plan A 4).....	26
(17 A, Plan B 3).....	27
Longevity (8.7).....	15
Credit (10.7).....	17
Long-term Disability (17 A, Plan A 5).....	26
(17 A, Plan B 4).....	27
Medical Insurance	
(17 A, Plan A 1).....	25
Loss Reimbursement (20.8).....	32
Loss of Seniority (10.9).....	17
Lunch Period (4.1).....	6
(4.5).....	7

M

Management Responsibilities (3).....	5
Master Sick Bank (18).....	28
Application (18.4).....	29
Maternity Leave (7.4).....	13
Mediation (15.3).....	23
(20.2).....	31
Medical Leave (7.4).....	13
Medical Reimbursement.....	28
Medication (20.6).....	32
Membership (2).....	3
Dues (2.1).....	3
Identification (20.9).....	33
MESSA PAK (Plan A).....	25

(Plan B).....	26
Mid-winter Recess (5.3)	9
Mileage (8.5).....	15
Minimum Qualifications (12.3)	20
Minutes (20.10).....	33

N

Negotiation Procedures (15)	23
Caucus (15.5)	24
Expenses (2.1).....	3
Location (15.8).....	24
Non-agreement Items (15.1)	23
Records (15.9).....	24
Teams (15.2)	23
Time (15.4)	23
New Position/Change (12.2).....	20

O

Options (8.4)	14
(9.2).....	16
(17.A, Plan B 5)	27
Orientation (4.4).....	6
Other Organizations (2.2)	4
Overlap Orientation (4.4).....	6
Overtime (9).....	15
Approval (9.3).....	16
Comp Time (9.4).....	16
Rate of Pay (9.1)	15
Teachers' Workday (9.2)	16
Voluntary (9.2).....	16

P

Pay Period (8.3)	14
Spread (8.4).....	14
Payroll Deduction (17 C).....	28
Personal Business (6.1/4).....	10
Physical (20.12)	33
Policy Conflicts (20.13).....	33
Postings (12.1)	19
Preamble	3
Probationary Period (2.1).....	3
(10.1).....	16
New Position (11.3 F).....	17
Seniority (10)	16
Promotions/Transfers (12)	19
Trial Period (12.1).....	19
Prorated Fringe Benefits (17)	24

Protective Clothing (4.7).....	7
--------------------------------	---

Q

Qualification Minimum (12.3).....	20
-----------------------------------	----

R

Rate of Pay (9.1)	15
Rate, Temporary (12.2).....	20
Recall (11).....	17
Order (11.7)	19
Rights (11.6)	18
Recognition (1.1)	3
Reduction in Rank (11.1).....	17
Reimbursement for Losses (20.8).....	32
Reinstatement from Leave (7.4)	13
Religious Observance (6.8).....	12
Reporting Absences (4.9)	8
Reprimand (13.1)	20
Rest Period (4.6)	7
Retirement (6.2)	11
Rights, Management (3.2)	5
Rights to Representation (14.1)	21
Rules, Work (20.5).....	32

S

Salary Continuance (17 A, Plan A 5)	26
(17 A, Plan B 4)	27
Salary Schedule (Appendix A)	36-37
Schedules, Work (4.4).....	6
School Closings (4.8).....	7
Seniority (10)	16
Discharge, Absence, Layoff (10.9).....	17
Illness (6.10)	12
List, official (10.2, 10.5), 10.8).....	16
(10.8).....	17
Loss (10.9)	17
Lottery (10.3)	16
Prior Service (10.4).....	16
Probation Period (10.1).....	16
Tie (10.3)	16
Vacation/Longevity (10.7).....	17
Separability & Saving Clause (19)	30
Settlement of Disputes (14)	21
Severance Pay (6.2)	11
Sharing Data (15.6).....	24
Shift, Work (4.3).....	6
Sick Bank (18.8)	30

Sick Bank, Master (18)	28
Administration of (18.6)	29
Application (18.4)	29
Committee (18.5)	29
Eligibility (18.3).....	29
Sick Days (6.1)	10
(18.7).....	30
Sick Leave, Annual (6.1)	10
Accumulated (6.2).....	11
Seniority Credit (6.10)	12
Termination (6.4)	12
Signatures.....	35
Snow Days (4.8).....	7
Special Conferences (14.5)	23
Staff Reduction (11.1).....	17
STARS (4.9)	8
Strike Prohibition (16)	24
Substitutes (1.1)	3
(3.1).....	5
Orientation (4.4).....	6
Summer Hours (4.4).....	6
Surplus Employees (11.3).....	17
Placement (11.3 D)	18

T

TB Tests (20.12)	33
TSA (17 C).....	28
Temporary Assignments (12.2)	20
Terminal Pay (6.2)	11
Termination of Agreement (21)	35
Termination Notice (20.14)	33
(21.2).....	35
Tie, Seniority (10.3).....	16
Time Limits (Grievance) (14.2).....	22
Training (3.5)	5
Transfers (12).....	19
Involuntary (12.4)	20
Recall (11.9).....	19
Requests (12.4)	20
Unrequested (12.4).....	20
Voluntary (12.4).....	20
Trial Period (12.1).....	19
Tuition (20.17)	34

U

Unauthorized Absence (6.3)	11
Seniority (10.9)	17
Unemployment Comp (11.12)	19
Unfinished Contract (6.4)	12
Updating Job Responsibilities (20.15).....	34
Upgrade Work (8.6)	15
Use of Facilities (20.3).....	31

V

Vacancies/Postings (12.1).....	19
Layoff (11.3 C)	17
Vacations, Accumulated (5.3)	9
Credit (10.7).....	17
Vandalism (20.8).....	32
Vision Insurance (17 A, Plan A 3).....	26
(17 A, Plan B 2)	26
Voluntary Transfer (12.4)	20
Layoff (11.10).....	19

W

Wage Schedule (8.1).....	14
Wages (8)	14
Upgraded (8.6)	15
Without Pay (6.3).....	11
Work at Employee's Option (9.2).....	16
Work Day (4)	6
Work Rules (20.5).....	32
Work Schedule (4.4)	6
Shift (4.3)	6
Work Time (14.4)	23
Workers' Compensation (6.5).....	12
Insurance (17 C).....	28
Supplement (6.5).....	12

X

Y

Z