

TRAVERSE CITY AREA PUBLIC SCHOOLS

Traverse City, Michigan

MASTER AGREEMENT

with

**CHAPTER I OF LOCAL #1079
AFFILIATED WITH MICHIGAN COUNCIL 25
AFSCME, AFL-CIO**

July 1, 2010 – June 30, 2012

TRAVERSE CITY AREA PUBLIC SCHOOLS
Traverse City, Michigan

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PURPOSE AND INTENT

Section 1

- 1.1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

- 1.2 The Employer will not support or enter into agreement with any competing labor organization, which purports to engage in collective bargaining for the recognized unit of employees.

The Union recognizes its responsibility as bargaining agent and will represent all employees in the bargaining unit without discrimination or coercion.

RECOGNITION

Section 2

- 2.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

"All full-time and regular part-time custodians, maintenance and mechanics, but excluding custodial, maintenance, warehouse, transportation, bus garage supervisors, managers, temporary casuals, and all other employees and supervisors as defined by the Act."

MANAGEMENT RIGHTS

Section 3

- 3.1 The Union recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law.
- 3.2 The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules and regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.

NO STRIKE CLAUSE

Section 4

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

REPRESENTATION FEE/UNION DUES

Section 5

- 5.1 Employees covered by this agreement who are not members of the Union upon the effective date of this agreement shall be required as a condition of continued employment to become members of the Union and pay dues, or pay a representation fee equal to regular monthly Union membership dues commencing thirty (30) days after the effective date of this agreement, or in the case of new employees, within thirty (30) days after the successful completion of the probationary period and such requirement shall remain in effect for the effective term of this agreement.
- 5.2 The Union agrees to indemnify and hold the Employer harmless from any and all liability that may result from the enforcement of the terms and conditions of this article, including the costs incurred in the defense of any action brought for reinstatement of employment.
- 5.3 It is further understood between the parties that membership in the Union is not a condition of employment and neither party to this agreement shall discriminate against, intimidate, or otherwise influence an employee regarding his/her individual decision with respect to Union membership.

REMITTANCE OF DUES AND REPRESENTATION FEES

Section 6

6.1 When Deductions begin:

Check-off deductions under all properly-executed authorization for check-off shall become effective when filed with the Employer and shall be deducted from the first pay period of the month following filing and each month thereafter or as mutually agreed to by the Employer and Union.

6.2 Remittance of Dues and Fees to Financial Officer:

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

6.3 The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

DUES AND REPRESENTATION FEES CHECK OFF

Section 7

- 7.1 The Employer agrees to deduct from the wages of any employee all dues or fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (See Subsection 7.4) provided, that said form shall be executed by the employee. The written authorizations shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- 7.2 Dues will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- 7.3 The Employer agrees to provide this service without charge to the Union.
- 7.4 See below:

8.1 Stewards, Alternate Stewards

- a. The employees covered by this Agreement will be represented by regular stewards assigned to each of the following areas: Maintenance Department, one (1); Bus Garage and Warehouse, one (1); Elementary Schools, two (2); and one (1) at each secondary location.
- b. The Employer will be notified of the names of stewards and the alternate stewards, who may serve in the absence of the stewards, and the area to be covered by same.
- c. A steward may investigate and present a grievance to the Employer during working hours without loss of pay, provided authorization specifying a reasonable amount of time for such investigation is first obtained from the steward's immediate supervisor.

Further, no Union representative shall investigate or process a grievance or complaint during working hours if his/her absence would jeopardize the security of a building, or while such person is assigned to cover public or private functions scheduled in a school building.

- d. If a grievance is processed beyond Step 1 of the grievance procedure during his/her working day, the Unit chairperson shall be allowed released time to attend the hearing without loss of pay, providing 'c.' above has been followed.
- e. The employer agrees to make every effort to allow members of the union selected to serve on the Union Bargaining Committee reasonable time off without pay or elect to utilize paid time off as provided under the terms in Section 22.1.c of this Agreement to attend bargaining committee work sessions and negotiations as long as the employees absence will not have a negative impact on district operations. The request should be made a minimum of five (5) workdays in advance unless a shorter period of time is agreed to with the Employer and the Union.

SPECIAL CONFERENCES

Section 9

- 9.1 The Board and its designated representatives bear the responsibility for formulating policies and programs relating to the Operations Department.

In the discharge of said responsibility; the Board, at its discretion, may consult with and consider the proposals of employees of the Department.
- 9.2 Representatives of the Board and the Union will meet once each month by mutual agreement for the purpose of such consultation, as well as reviewing the interpretation of the agreements and compliance therewith on the part of both the administration and the Local Union.
- 9.3 Representation shall be limited to three (3) Employer and three (3) Union representatives.
- 9.4 Each meeting shall be no more than two (2) hours in duration and an agenda shall be submitted by each party to the other prior to the meeting.
- 9.5 The Union representatives shall be paid for attendance at such conference at their regular hourly rate.
- 9.6 Representatives of the Board and the Union may, at the monthly meetings, discuss safety practices and standards.
- 9.7 Any work regulation deemed unreasonable or not uniformly applied shall be a proper topic for discussion at the special conference.

GRIEVANCE PROCEDURE

Section 10

10.1 **Definition of a Grievance:** A grievance is defined as an alleged violation of a specific article or section of this Agreement.

10.2 Step 1

Verbal Procedure: An employee with an alleged grievance shall discuss the matter with his/her immediate supervisor. If requested by the employee, s/he may have his/her steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

10.3 Step 2

Written Procedure: Within five (5) working days from the supervisor's answer in the verbal procedure, the complaint shall be reduced to writing, reciting the particular section and paragraphs of the contract which are alleged to have been violated.

The grievance shall be signed by the employee and/or the Union and presented to the department supervisor or his/her duly authorized representative. The employee, Union steward, and the Employer representative(s) shall arrange to discuss the grievance and the Employer shall answer said grievance in writing to the grievant and Union steward within ten (10) working days after the Step 2 meeting.

10.4 Step 3

Appeal Procedure:

- a. If the answer at Step 2 is not satisfactory, and the local wishes to carry it further, the chapter chairperson shall refer the matter to Council 25.
- b. In the event Council 25 wishes to carry the matter further, the Council 25 representative shall, within ten (10) working days from the Employer's response at Step 2, contact the Employer's Human Resources Office to arrange a meeting between the Union and the Employer for the purpose of attempting to resolve the dispute(s). For the purpose of this section, the Union representatives may consist of the grievant, chapter chairperson, Steward, and Council 25 representative.
- c. The Employer's designated representative shall give his/her response in writing to the chapter chairperson and Council 25 representative within ten (10) working days following the Step 3 meeting.

10.5 Mediation

Any grievance not resolved through the first three (3) steps may be heard by a mediator selected by MERC, provided such hearing can be concluded within sixty (60) working days of the Step 3 response. The mediator's recommendation shall not be binding on either party. The mediation process shall not delay the arbitration process nor shall it affect any dates or time limits specified elsewhere in this Article.

10.6 Arbitration

Within ten (10) working days after receipt of the decision in Step 3, either party by written notice to the other may request arbitration. Within thirty (30) working days after such notice to arbitrate, the AFSCME Council 25 Staff Representative and the Board will attempt to agree upon a mutually accepted arbitrator. If the parties are unable to agree upon an arbitrator, the party seeking arbitration shall file a request with the American Arbitration Association for a list of arbitrators, within thirty (30) working days. The parties agree to follow the rules and procedures of the American Arbitration Association.

10.7 Powers of the Arbitrator:

The arbitrator shall make his/her decision subject to the following limitations:

- a. S/he shall have no power to add to, subtract from or alter any of the terms of the contract.
- b. S/he shall have no power to establish salary structures or to change any established salary.
- c. S/he shall have no power to rule on the termination of a probationary employee.
- d. S/he shall have no power to decide any question, which, under this Agreement, is the responsibility of the Board to decide.
- e. S/he shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board not in conflict with the provision of this Agreement.

10.8 Finality of Arbitrator's Decision

There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth heretofore. It shall be final and binding on the Union, the employee or employees involved and the Board. However, if the arbitrator has exceeded his/her authority under the scope of this Agreement, either party may

pursue the matter in the appropriate court of law. The decision of the arbitrator shall be implemented or appealed within fifteen (15) working days of the receipt of the arbitrator's decision.

10.9 Expense of Arbitration

Loser shall pay the fees and expenses of the arbitrator.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

10.10 General

- a. No grievance may be advanced through the procedure herein established later than fifteen (15) working days after the occurrence of the incidents which gave rise to the alleged grievance. The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.
- b. In the event the Employer fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
- c. The chapter chairperson and the Local Union representatives shall be provided a place to meet on the Employer's property immediately preceding meetings involving Step 2, providing the request is made in advance.

11.1 Disciplinary action of an employee shall be for cause.

Disciplinary action shall consist of the following for minor infractions:

First Offense -	Verbal Warning
Second Offense -	Written Reprimand
Third Offense -	Suspension not to exceed three (3) days
Fourth Offense -	Termination

Major infractions such as by way of illustration and not limitation: Assault on the premises, theft, reporting to work under the influence of drugs, narcotics, or alcohol may subject an employee to discipline up to and including discharge.

Employees may refuse to have Union representation at disciplinary hearings. However, if Union representation is refused, the results of the hearing and any disciplinary action imposed will not be construed as a precedent for other employees who choose to have Union representation at disciplinary hearings.

11.2 Notice of Discipline, Suspension or Discharge

The Employer agrees to notify the Union in writing, within five (5) days of the suspension or discharge of an employee, that discipline has been imposed on an employee along with the date of the disciplinary action. The Employer shall, upon the request of the disciplined employee, send a copy of the disciplinary action, short of suspension and/or discharge to the designated chapter chairperson.

11.3 The disciplined, suspended, or discharged employee will be allowed to discuss his/her discipline, suspension, or discharge with his/her steward. Upon request, the Employer or his/her designated representative will discuss the discipline, suspension, or discharge with the employee and his/her steward. In emergency situations, the employee may be ordered to leave the Employer's property immediately.

11.4 Appeal of Discharge or Suspension

A discharge may be processed initially at Step 3 of the grievance procedure.

11.5 Use of Past Record

In imposing any suspension or discharge on a current charge, the Employer will not take into account any verbal warnings or written reprimands which occurred more than three (3) years previously, except for infractions of a like nature which can be taken into account for four (4) years.

PROBATIONARY EMPLOYEES

Section 12

- 12.1 New employees in the unit shall be considered as probationary employees for the first seven hundred twenty (720) working hours, of which 240 working hours must be during the school year when staff and students are in attendance, of their employment under supervision. When an employee satisfactorily finishes the probationary period, s/he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire.
- 12.2 The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement except discharged and disciplined employees for other than Union activity.
- 12.3 Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire.
- 12.4 New employees are required to have a physical examination. The physician will be as designated and paid for by the Employer.
- 12.5 Probationary employees will be entitled to health care benefits only after the successful completion of their first two-hundred forty (240) continuous hours of their probationary period. The health care benefits will become effective on the first day of the month following the successful completion of the first two-hundred forty (240) continuous hours of employment.
- 12.6 Probationary employees will not be eligible for holiday pay, sick leave (and the accumulation of sick leave days), funeral leave, and business leave as stipulated in this contract until successful completion of the seven hundred twenty (720) hour probationary period.
- 12.7 Upon request the Employer will make available to the Union the name, assignment, classification, location and hire date of employees new to the unit, as well as status of probationary hours.

SENIORITY LIST

Section 13

- 13.1 Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- 13.2 The seniority list of the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- 13.3 The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson with up-to-date copies every six months.
- 13.4 Seniority shall apply only to bargaining unit members employed by the Traverse City Area Public Schools.

14.1 An employee shall lose his/her seniority for the following reasons only:

- a. An employee quits, or otherwise terminates employment.
- b. An employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. An employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that s/he has lost his/her seniority, and his/her employment has been terminated. If the disposition of any such case is unsatisfactory, the matter may be referred to the second step of the grievance procedure.
- d. If an employee does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Return from sick leave and leaves of absence will be treated the same as 'c.' above.

SENIORITY OF OFFICERS AND STEWARDS

Section 15

- 15.1 Notwithstanding their position on the seniority list, the Bargaining Unit Chapter Chairperson, Chief Steward, and the regular stewards of the bargaining unit as indicated in section 8.1a. in that order, shall, in the event of a layoff only, be senior on the seniority list.
- 15.2 Seniority applies only to the bargaining unit members employed by the Traverse City Area Public Schools.

LAYOFF AND RECALL

Section 16

- 16.1 In the event the Employer determines it necessary to reduce the work force, such reduction shall take place on the basis of classification, qualifications and seniority.
- 16.2 The Union shall be informed of the reason(s) for reduction in personnel at a special conference. At the conference, the Employer will provide the Union with a list of names of those expected to be laid off. The special conference shall be held no later than fourteen (14) days prior to the layoff(s).

The parties agree that during said conference, the employee bumping possibility will be outlined in accordance with Subsection 16.4 of this section.

- 16.3 a. Subject to the provisions of Subsection 16.1 above, the number of personnel shall be reduced in the following order:
- (1) Probationary employees
 - (2) Other employees according to their classification and seniority

16.4 Reduction Procedures

- a. The Employer will provide employees with ten (10) days notice prior to any layoff. A copy of the employee's layoff notice will be sent to the bargaining unit chairperson. The employee may choose to be laid off or choose to exercise right to bump as described below. The employee shall notify the Employer, on a written form provided by the Employer along with the layoff notice, of his/her decision to bump within two (2) working days of the receipt of the layoff notice.
- b. Employees being notified of a layoff shall be entitled to use their seniority to bump as follows:
- (1) The least senior employee in the same classification and shift with the same or less number of hours at the discretion of the employee.
 - (2) If a position is not available as defined above, an employee may bump the least senior employee in an equal or lower rated classification on the same shift with the same or less number of hours at the discretion of the employee assuming minimum qualifications for a position are met.
 - (3) If a position is not available as defined in #1 or #2, an employee may bump an employee with less seniority in the same, equal or lower rated classification on a different shift with the same or less number of hours at the discretion of the employee assuming minimum qualifications for a position are met. In the event a change of shifts is involved, employees bumping can bump any employee with less seniority.

16.5 Other Conditions

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

16.6 Order of Recall

- a. Employees shall be recalled in inverse order of layoff.

Employees who refuse recall at any location within the same classification and hours will forfeit their seniority and be considered voluntary quit.

Employees laid off or bumped shall continue to have recall rights to their original classification for a period of 12 months from the date of layoff (prior to posting procedures).

Employees laid off shall have recall rights to positions (after posting procedures) assuming minimum qualifications are met for a period of 24 months or length of seniority, whichever is less.

If the Employer has bargaining unit employees on layoff status and needs to supplement the workforce, the Employer will first offer work to the laid off employees.

- b. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at his/her last known address five (5) school days prior to the date of return to work.
- c. The employee shall report to work upon the date specified by the Employer and failure to report on that date shall terminate his/her employment.

TRANSFERS

Section 17

- 17.1 If an employee transfers to a supervisory position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, s/he shall have accumulated seniority while working in the position to which s/he transferred.
- 17.2 If an employee transfers from a supervisory position under the Employer to a position within the bargaining unit after six months, the employee shall not accumulate seniority for time spent working outside the bargaining unit.
- 17.3 If an employee transfers from another bargaining unit with the Employer, the employee will carry his/her accrued time off benefits, will be credited his/her years of longevity with the Employer and will begin seniority with the unit as of his/her hire date for the position within the unit.
- 17.4 Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in the Agreement.

- 18.1 All vacancies and/or newly created positions within the bargaining unit shall be posted within ten (10) days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Qualifications include, but are not limited to, work record, competency test scores and license. The employees work record shall be defined as previous classification worked, previous experience outside the bargaining unit that is documented, letters of recommendation, records of discipline and attendance record. The attendance record (excluding any paid business or paid vacation leave taken) shall be defined as the 24 months prior to the date of posting. The disciplinary record shall be defined as any verbal or written reprimands in the four (4) years prior to the date of the posting and any previous suspensions or terminations.
- 18.2 Evaluating employee qualifications for classification change will include knowledge testing, skill testing, and seniority. Testing will be done by demonstration, writing, and interview. A bargaining unit member from the classification being tested, along with the Chapter Chairperson or his/her designated representative, will be given the opportunity to evaluate knowledge tests, skill tests, and interview questions for the purpose of making recommendations to the Employer (or designee) as to their validity, reliability, and relevance. Opportunity for such evaluation will be given prior to the tests being given to bargaining unit members. Union evaluation of the tests (as noted above) will be done in the presence of the Employer (or designee) and the tests will remain in the custody of the Employer.
- 18.3 The employer may only use attendance as a reason of denial for a promotion if the record shows a pattern of abuse or of a chronic illness that would preclude the employee of performing the posted job.
- 18.4 All vacancies will be posted for a period of eight (8) working days, setting forth the requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the eight (8) working days posting period. An employee will be provided with a receipt of his/her job application upon request. The employee who is awarded the position shall be granted a forty (40) working day trial period if it is a change in classification or a twenty (20) working day trial period if it is not a change in classification. The trial period will be used to determine:
 - a. His/her ability to perform the job competently.
 - b. His/her desire to remain on the job.
- 18.5 The job shall be awarded within twenty (20) working days after the posting period. The more senior employees who are denied the posted jobs, shall receive said denial, in writing, from the Employer, with a copy to the steward, giving reasons for

the denial. The Chapter Chairperson will be notified in writing of the employee awarded the position.

- 18.6 During the trial period as outlined in Subsection 18.1, the employee shall have the opportunity to revert back to his/her former classification.
- 18.7 Employees awarded a position in a higher classification will continue receiving their old rate of pay until the original twenty (20) day trial period is completed. Upon completion of the original twenty (20) day trial period, the employee will:
 - a. Receive retroactive pay for all hours worked in the higher classification during the original trial period at the rate of higher classification.
 - b. Continue to receive the higher rate while working in the higher classification.
- 18.8 Employees awarded a position in a lower classification will receive the rate of pay for the position.
- 18.9 Employees who bid on a posting within the same classification and same shift will be placed based on seniority. Employees who bid on a posting within the same classification but different shift shall be considered qualified for purposes of the written and practical tests. These employees will complete the interview process as agreed and described in the AFSCME Job Promotion Program.

An employee who successfully bids on a posted position within the same classification and shift shall not be awarded a bid for a period of ninety (90) calendar days from the date of the award, unless the newly posted position is in another classification, shift, or would result in an increase in pay. Exceptions may be made if the posted position is only bid by the employee who has been awarded a position under the above-noted circumstances.

- 18.10 In filling job openings within the bargaining unit, the Employer will not be required to transfer an employee to an assignment where that bargaining unit employee would be under the supervision of or give directives to a relative. A relative, for the purpose of this subsection, shall be those as named in Subsection 32.1.

VETERANS

Section 19

- 19.1 The employment and re-employment rights of veterans will be in accordance with all laws applicable to school districts.

MILITARY LEAVE

Section 20

- 20.1 An employee who is called into the armed services of the United States for a short tour of full-time active duty, not to exceed two weeks, will be paid the difference between his/her reserve pay and his/her regular pay.
- 20.2 An employee who is called into the armed services of the United States for a tour of extended full-time active duty shall be granted a leave of absence without pay or fringe benefits for the period of duty.

LEAVES OF ABSENCE

Section 21

- 21.1 An unpaid leave of absence for a period not to exceed one (1) year may be granted to an employee for any of the following reasons:
- a. Prolonged personal illness.
 - b. Prolonged personal illness in immediate family. Immediate family shall be defined as mother, father, spouse or child.
 - c. Job training for the purpose of improving the employee's skill for a position in the Traverse City Area Public Schools.
 - d. For justifiable reasons of a personal nature (excluding union business).
- 21.2 An employee on an approved leave of absence outlined in Subsection 21.1 for three (3) months or less may return to his/her former position. An employee on approved leave of absence outlined in Subsection 21.1 for more than three (3) months may replace an employee with the least amount of seniority in the same classification (providing his/her seniority is greater) and shift upon return to work. Seniority shall not accrue during the time an employee is on an approved unpaid leave of absence or while taking time off without pay.
- 21.3 All requests for leaves of absence as outlined in Subsection 21.1 shall be submitted in writing thirty (30) days in advance, except in the event of extenuating circumstances.
- 21.4 An employee returning to work from an approved leave of absence as outlined in Subsection 21.1 shall work a period of one (1) year before consideration is given for another leave of absence. A leave of absence may be extended for like reasons and for like periods of time.
- 21.5 An employee on an approved leave of absence outlined in Subsection 21.1 is not eligible for paid fringe benefits listed in the Agreement during the term of the leave.
- 21.6 Time off for contract negotiations will not result in a loss of seniority time.
- 21.7 Family and Medical Leave
- All employees shall be covered by the terms and conditions of the Family Medical Leave Act.
- 21.8 An employee requesting an approved leave of absence outlined in Subsection 21.7 shall use all accrued paid vacation leave, medical or sick leave, or personal leave first with the total applied toward the FMLA leave available under the Act. In cases in which the district has employed both the husband and the wife, the total amount

of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife. Employees may retain up to forty (40) hours of accrued sick leave time.

- 21.9 An employee returning to work from a leave described in Subsection 21.7, shall be restored to his/her former position or to one that is equivalent in responsibility and compensation. During a family leave, the Board shall maintain the employee's current coverage under the District's health insurance program, provided the employee continues to pay any normal employee contribution, where applicable, by the first of each month. The employee shall not accrue any sick leave, vacation, or other benefits during any unpaid portion of the leave.
- 21.10 Should the employee elect not to return to work at the end of an approved leave outlined in Subsection 21.7 for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the employee shall reimburse the District for the health insurance premiums paid by the District during the leave period.

WORKSHOPS AND CONFERENCES

Section 22

- 22.1 a. An employee wishing to attend workshops and conferences involving job training shall make application to the employer and, if approval is granted, shall be paid his/her hourly rate plus expenses, the amount to be approved by the employee's supervisor prior to his/her departure for the workshop or conference.
- b. An employee selected to attend a Union workshop or conference shall be allowed time off without pay not to exceed three (3) working days annually. The number of employees that may be granted leave under this section shall be limited to two (2) in any one (1) year.
- c. Employees granted Union workshop or conference time off shall have the option of utilizing any accumulated business leave or vacation leave in lieu of taking such time off without pay. Time off for attendance at Union workshops or conferences shall not be used against the employee. The number of employees may be increased to three (3) as long as the employee's absence takes into consideration site and district responsibilities.

UNION BULLETIN BOARDS

Section 23

- 23.1 The Employer will provide bulletin board space in each building which may be used only by the Union for posting notices pertaining to Union business.

NEW JOBS

Section 24

- 24.1 When a new job is created, within the bargaining unit, the Employer will notify the Union of the classification and the rate prior to the effective date of position. Within five (5) working days of notification, the Union may request to negotiate the wages, hours, and working conditions of the new position.

TEMPORARY ASSIGNMENTS

Section 25

- 25.1 Temporary assignments shall be defined as the temporary replacement of an employee who is absent thus creating a temporary vacancy. Temporary assignments shall first be offered to employees in the building in which the temporary vacancy occurs unless this creates an overtime situation, wherein the Employer may choose to fill the temporary assignment with a current employee in a different building or with a temporary casual employee. In the event of a Lead Custodian vacancy, the Employer may choose to assign a specific bargaining unit employee to cover the absence from within the building or other buildings after meeting and conferring with the Union.
- 25.2 Rate of pay for temporary assignments shall be as follows:
- a. For temporary assignments of three (3) working days or less the employee shall receive his/her rate of pay, including shift differential.
 - b. For temporary assignments of more than three (3) workdays the employee shall receive the rate of pay for the classification to which s/he is assigned.
- 25.3 Employees must have the skill and ability to perform the work in order to be eligible for a temporary assignment of more than three (3) days. In proper cases exceptions shall be made.

JURY DUTY

Section 26

- 26.1 An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. The employee shall be absent from work only during the time required to serve as a juror.
- 26.2 An employee who is subpoenaed as a witness will be paid the difference between his/her pay for witness duty and his/her regular pay.

EQUALIZATION OF OVERTIME HOURS

Section 27

- 27.1 Overtime hours shall be divided as equally as possible among employees in the same classification in their building.
- 27.2 When overtime is required, the person with the least number of overtime hours in that classification, within their building, will be called first, with the remaining listed employees called on the same basis.
- 27.3 If an employee is not available for an overtime assignment, s/he will be charged with the number of call-out hours required by that assignment.
- 27.4 At the end of the contract, a copy of the overtime hours accumulated by each employee, by building shall be provided the Union.

WORKERS' COMPENSATION

Section 28

- 28.1 All employees shall be covered by workers' compensation insurance under Michigan's Workers' Compensation Law.
- 28.2 When an employee is unable to work because of a work-related injury, s/he shall return to his/her position within six (6) months from the date of injury. After six (6) months, the position shall be considered vacant and subject to the posting procedures outlined in Section 18. The employee, upon his/her return to employment, will replace the employee with the least amount of seniority in the same classification and shift (providing his/her seniority is greater). The employee will return with full seniority, upon presentation of a doctor's certificate stating that s/he is capable of satisfactory work performance.

WORKING HOURS

Section 29

- 29.1 The regular full-time workweek shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, or a work week schedule of four (4) ten (10) hour workdays. The Employer will go to a workweek schedule of four (4) ten (10) hour workdays only after consultation with the union and/or with employees whose workweek schedule would be changed. The regular part-time workweek shall consist of a schedule less than forty (40) hours.

Except in emergency or unusual circumstances employees will be notified of a change in their start and end times of their workday ten (10) days prior to the effective date of the schedule change and fourteen (14) days prior to the effective date of any shift change or change in the workweek schedule. The Union will be notified of shift changes or workweek changes by written communication to the local bargaining unit chapter chairperson.

In the event an employee is informed of a workweek schedule change or a change in assignment that results in less hours on a weekly basis, the employee may choose to accept the change or may choose to bump another employee to retain the same workweek schedule or weekly hours consistent with Section 16.4.b.1.

- 29.2 Custodial employees with work shifts of 5 or more hours per day shall be allowed thirty (30) minutes for lunch, not to be included in their workday.

Maintenance and Warehouse Department employees with work shifts of 5 or more hours per day will be allowed a thirty (30) minute lunch, not to be included in their workday. Maintenance and Warehouse employees will eat their lunch in the building to which they are assigned during the workday. If employees are assigned to more than one (1) building, the lunch break will take place at or near the building to which they are assigned, but in no case more than three (3) miles from the work site.

Bus Mechanics and Bus Maintenance will be allowed an unpaid sixty (60) minute lunch. The lunch break can take place away from the work site.

- 29.3 Employees shall be allowed fifteen (15) minute paid breaks based on the following:

7.5 - 8 hours scheduled shift = 2 – 15 minute paid breaks

4.5-7.4 hours scheduled shift = 1 – 15 minute paid break

SICK LEAVE

Section 30

- 30.1 An employee shall be credited with one (1) sick leave day per month to be used when the employee is absent from duty because of illness, injury or pregnancy related disability.
- 30.2 The employee shall have the right to select one of the following two (2) alternatives:
 - a. Should an employee use less than one-half (1/2) of sick days earned during the year, an additional day shall be added to his/her accumulated sick leave each July 1.
 - b. Should an employee use no sick days during the year, one-half (1/2) of the days earned during that year shall be added to his/her total, and s/he shall receive one-half (1/2) pay for the remaining one-half of the earned days each July 1.
- 30.3 For absences of more than three (3) consecutive days, the Board may require a physician's certificate indicating the necessity for the absences.
- 30.4 Employees who are absent excessively, and who are being counseled by the Employer due to such absences, may be required to provide a physician's certificate if excessive absences continue.
- 30.5 An employee on paid sick leave shall be deemed to be on continued employment for the purpose of computing benefits granted in this Agreement.

ILLNESS IN IMMEDIATE FAMILY

Section 31

31.1 Absence without loss of salary shall be allowed for illness in the immediate family as follows:

Part-time employees - Three (3) days per year, not accumulative.

Full-time employees - Seven (7) days per year, not accumulative.

31.2 For absences of more than three (3) consecutive days, the Board may require a physician's certificate indicating the necessity for absences.

31.3 Immediate family is defined as husband, wife, child, parent, a relative living and making his/her home in the employee's household.

31.4 Such absence shall be deducted from employee's sick leave.

FUNERAL LEAVE

Section 32

- 32.1 a. An employee shall be allowed five (5) days with pay as funeral leave, not being deducted from sick leave for a death in the immediate family. Immediate family shall be defined as follows: husband, wife, parent, brother, sister, child, grandchild, and parent-in-law.
- b. An employee shall be allowed three (3) days with pay as a funeral leave day for the death of a brother-in-law, sister-in-law, grandparent, or a member of the employee's household.
- 32.2 The leave granted by the provisions of this section shall be used for the purpose of attending the funeral or for making necessary arrangements for family affairs both prior and subsequent to the funeral if required.
- 32.3 If additional days are required beyond those stipulated in 32.1.a and 32.1.b above, the employee, with the prior approval of management, may be allowed to use a portion of his/her accumulated vacation days.

TERMINAL PAY

Section 33

- 33.1 To qualify for terminal pay, the employee must have been employed in the Traverse City Public Schools, or in schools hereafter becoming a part thereof, for a minimum of five (5) consecutive years, and be qualified for retirement under the policy of the Michigan Public School Employees Retirement System.
- 33.2 The employee's terminal pay shall be based on \$20.00 per day for each day of accumulated sick leave to a maximum of 125 days. In case of death, \$20.00 per day for each day of accumulated sick leave to a maximum of 125 days shall be paid the beneficiary.

34.1 As it relates to storm days:

1. Employees are expected to work on storm days (no school days).
2. Employees who choose not to work can receive pay charging to personal business, vacation or sick time balances.
3. Employees who intend to work but are going to be late must call code-a-phone.
4. Any employee reporting to work during normal shift will have any missed time paid by the district.
5. Any employee who does not report may request a shift change, dock time, or receive pay by charging time to personal business, vacation or sick time balances.
6. Employees may not change shifts without prior supervisory approval.
7. If Michigan State Police closes roads and the Superintendent directs employees not to report for work, employees will be held harmless and receive pay for the day without charging personal_balances.

PERSONAL LEAVE

Section 35

- 35.1 Absence will be granted during the school year without loss of salary to attend to affairs of a personal or business nature.
- 35.2 Two days shall be granted each July 1, not accumulative. If unused, the personal leave day will be added to the employee's accumulated sick leave.
- 35.3 A personal leave day may be used for any purpose including vacation or recreational activities, but may not be used to extend any vacation or holiday period unless pre-approved, except in emergencies and on an individual basis at the sole discretion of the Employer through the Human Resources Office.
- 35.4 An employee shall receive the approval of his/her supervisor in writing prior to taking a personal leave day. Verbal arrangements may be made in cases of emergency, to be committed to writing upon return.

36.1 Time and one-half shall be paid as follows:

- a. For hours worked in excess of forty (40) in one workweek.
- b. For hours scheduled, approved, and worked on holidays, in addition to regular pay.
- c. For overtime hours worked in excess of four (4) or more consecutive hours an employee shall be granted a thirty (30) minute unpaid lunch break. The employee, with the approval of the supervisor, may decide not to accept the lunch break.

36.2 Call-Out

- a. The employee shall receive a minimum of two (2) hours pay when called out for extra-assigned duties except when the extra-assigned duty begins immediately after or is in continuation of the employee's regular workday.
- b. A thirty (30) minute unpaid lunch break will be provided for call-backs who are assigned to work in excess of four (4) consecutive hours. The employee, with the approval of the supervisor, may decide not to accept the lunch break.

HOLIDAY PROVISIONS

Section 37

- 37.1 Paid holidays are designated as and limited to: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. As long as school is not in session, should a holiday fall on a Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered as the holiday.
- 37.2 As long as school is not in session, employees shall also be excused from work with pay on the following days: Good Friday, Friday following Thanksgiving Day, day before Christmas Day and the day before New Year's Day.
- 37.3 In order to receive holiday pay, the employee must work the day before and the day after the holiday period, unless otherwise excused by the Employer.

VACATION

Section 38

38.1 An employee will earn credits towards vacation with pay effective July 1 annually, in accordance with the following schedule.

After 1 year and through 5 years - 10 days vacation

After 6 years of service - 11 days vacation

After 7 years of service - 12 days vacation

After 8 years of service - 13 days vacation

After 9 years of service - 14 days vacation

After 10 years of service - 15 days vacation

After 11 years of service - 16 days vacation

After 12 years of service - 17 days vacation

After 13 years of service - 18 days vacation

After 14 years of service - 19 days vacation

After the 15th year of service and over - 20 days vacation

38.2 Vacations are normally taken during the summer months. However, vacations or portions of vacations may be taken during the school year as long as respective operational assignments are adequately covered and with prior approval of the appropriate Director. The Employer reserves the right to decline vacation requests for the two weeks prior to the opening of school.

38.3 When a holiday is observed by the Employer during an employee's scheduled vacation, the vacation shall be extended a comparable time per holiday if requested by the employee.

38.4 A vacation may not be waived by an employee and extra pay received; however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during his/her scheduled vacation and provides a certificate to this effect, his/her vacation shall be rescheduled.

38.5 An employee may request a specific vacation period, but the request must meet with the final approval of the appropriate Director.

38.6 If an employee is laid off or retired, or severs his/her employment, s/he will receive any unused vacation accrued during the year of his/her severance.

A recalled employee who received credit at the time of layoff will have such credit deducted from his/her vacation following recall to work.

38.7 An employee shall be paid his/her current rate based on his/her regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

- 39.1 The Employer shall pay health care insurance premiums up to and including full-family coverage, for full-time employees who are assigned to work a regular work schedule of forty (40) hours or more per week. Employees who are assigned a regular work schedule (not as a substitute for a regular employee) of thirty (30) hours or more per week (but less than forty hours per week) shall have benefits as outlined in this section paid on a prorated basis by the Employer. Effective August 1, 2010 the plan for health care insurance will be a Priority Health Point of Service plan with a \$10 generic co-pay, \$40 name brand, and \$80 non-preferred name brand co-pay (\$100/\$300 deductible). The Employer shall provide a \$5,000 life insurance policy for employees who are assigned to work on a regular basis thirty (30) hours or more per week and execute the required application within the time specified, otherwise, at any renewal date of the group plan.

Beginning August 1, 2010, the Employer will pay \$368.67 per person per month for single subscriber coverage, \$809.19 for two-person coverage, and \$992.16 for full family coverage. The remaining premium costs will be paid for by employees through monthly or bi-weekly deductions as mutually agreed by the Employer and Employee. Beginning June 1, 2011, the Employer will pay the Employer subsidies paid in 2010/11, plus an additional amount equivalent to the Employer paying the first 5% of any premium increase, the Employees paying the next 5% and any increase above 10% split equally to a maximum Employer increase of 10%.-

- 39.2 The Employer reserves the right to select the insurance carrier provided the coverage remains substantially the same and provided the Employer meets with the Union no less than sixty (60) days prior to the planned implementation of the new policy.
- 39.3 The Employer shall not be required to provide health care coverage for any bargaining unit employee if said employee is and continues to be covered by health care benefits through a plan provided through his/her spouse's employer. Dual health care coverage for both husband and wife shall not be permitted.
- 39.4 Employees shall notify the Human Resources Office of any dependent status changes. If an employee fails to notify the Human Resources Office, and as a result of the employee's negligence, when the number of dependents are reduced (if no longer eligible for coverage), the employee shall assume the responsibility of repaying the Employer for any overpayment made on a policy in excess of what the employee is entitled to receive.
- 39.5 The Employer shall provide a dental program, as currently in force, with an incentive plan to provide for decreasing co-pay for basic services. The plan will provide a \$50 one time per person deductible for basic services with coverage for gold crowns. The policy will provide a \$1,000 per family member maximum per

year. The Employer shall select the carrier and may contract the benefits through a third-party administrator.

- 39.6 Employees who do not sign up for benefits will be given \$182.68 in gross wages per month. Employees may choose to keep the \$182.68 as additional wages, select a tax sheltered annuity through a Section 125 plan or purchase optional benefits as described in Section 39.7. In order to participate in this optional program, the employee must show proof of health insurance under another plan.
- 39.7 Employees may choose to purchase, at their own expense, life, vision, long-term and/or short-term disability insurance. Premium payments for these optional insurance benefits will be made by payroll deduction through a Section 125 plan.
- 39.8 Employees are eligible to participate in 403b or 457 plans and may choose from a list of Board approved providers to invest through payroll deduction.
- 39.9 In the event of a layoff, the Employer shall pay the premium for the above coverage for the thirty (30) day period following layoff.
- 39.10 Benefits for employees will become effective the 1st of the month following the month the employee becomes eligible for said benefits.
- 39.11 Enrollment for health, dental, life and optional short-term disability insurance will only be accepted by the insurance company during the established open enrollment period of each year or for new employees within thirty (30) days from the date of eligibility. It is understood that the contract year for insurance coverage is July 1 through June 30.
- 39.12 Responsibility for enrollment in the program rests with the employee.
- 39.13 A joint committee on employee insurance will be formed to address insurance. The committee will meet as mutually agreed.

MEDICAL EXAMINATION

Section 40

- 40.1 In its discretion, the Board may require an employee to submit to a special medical examination by a physician designated by the Board. The Board shall assume the cost of such examination.

CONTRACTING AND SUBCONTRACTING OF WORK

Section 41

- 41.1 The parties hereto agree that contracting and sub-contracting of work is a management right, responsibility, and discretion.
- 41.2 However, the Employer agrees that it will not during the term of this Agreement contract or sub-contract work for the sole purpose of causing a layoff of employees covered by the terms of this Agreement.

CONSOLIDATION OR ELIMINATION OF JOBS

Section 42

- 42.1 The Employer agrees to inform the Union, through a special conference meeting seven (7) days prior to any consolidation or elimination of jobs, together with the reasons for said consolidation or elimination.

SUCCESSOR CLAUSE

Section 43

43.1 This Agreement shall be binding upon the parties to this Agreement, their successors or assignees, for the term of this Agreement or any mutually agreed extension thereof.

DISTRIBUTION OF AGREEMENT

Section 44

44.1 The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

PENSIONS

Section 45

- 45.1 The Employer and all employees are subject to the provisions of the State Retirement Plan, as established, administered, and revised by the Michigan Public School Employees Retirement Fund Board.

JOB DESCRIPTION

Section 46

- 46.1 The Employer will furnish the employee with a job description at the time of initial employment.
- 46.2 The Employer reserves the right to amend the job description at his/her discretion. An amendment shall be reviewed with the employee and the Union prior to date of effect.

47.1 Wage and Premium Schedule

The 2010/11 and 2011/12 salary schedule will remain the same as 2009/10. For 2010/11 and 2011/12, employees will remain on the same step and longevity pay schedule as that received in 2009/10.

Any movement upon the wage schedule for any school year beyond the year for which this contract is expressly effective is subject to the negotiation process and the parties' duty to bargain in good faith.

	2009/10	2010/11
Group I-a (Contractor of Record - Boiler Mechanic Mechanic)		
	27.19	27.19
	27.36	27.36
	27.52	27.52
	27.70	27.70
	27.85	27.85
	28.01	28.01
	28.20	28.20
	28.37	28.37
Group I-b (Contractor of Record - Plumbing)		
	25.77	25.77
	25.92	25.92
	26.10	26.10
	26.25	26.25
	26.40	26.40
	26.58	26.58
	26.73	26.73
	26.90	26.90
Group I-c (Boiler Mechanic w/Air Conditioning & Contractor of Record Electrical)		
	25.52	25.52
	25.66	25.66
	25.80	25.80
	25.94	25.94
	26.11	26.11
	26.25	26.25
	26.40	26.40
	26.52	26.52
Group I-e (Boiler Mechanic & Plumber)		
	23.16	23.16
	23.29	23.29
	23.45	23.45
	23.60	23.60

23.74	23.74
23.87	23.87
24.05	24.05
24.19	24.19

Group I-e2 (Electrician)

20.99	<u>20.99</u>
21.12	<u>21.12</u>
21.27	<u>21.27</u>
21.42	<u>21.42</u>
21.56	<u>21.56</u>
21.70	<u>21.70</u>
21.87	<u>21.87</u>
22.02	<u>22.02</u>

Group I-f (Bus Mechanic with 12 ASE's)

17.88	17.88
18.01	18.01
18.16	18.16
18.32	18.32
18.46	18.46
18.60	18.60
18.75	18.75
18.90	18.90

Group I-f2 (Bus Mechanic with 8 ASE's, Carpenter, Lead Groundskeeper, Locksmith & Multi-Trade Maint. Mechanic)

17.61	<u>17.61</u>
17.75	<u>17.75</u>
17.90	<u>17.90</u>
18.05	<u>18.05</u>
18.19	<u>18.19</u>
18.33	<u>18.33</u>
18.48	<u>18.48</u>
18.63	<u>18.63</u>

Group I-g (Bus Mechanic with 4-7 ASE's)

16.95	16.95
17.11	17.11
17.25	17.25
17.41	17.41
17.56	17.56
17.71	17.71
17.85	17.85
17.99	17.99

Group I-h (Bus Mechanics with less than 4 ASE's and/or State Certification)

16.39	16.39
16.57	16.57
16.71	16.71
16.86	16.86
17.01	17.01
17.14	17.14
17.30	17.30
17.43	17.43

Group I-I (Carpenter/Maintenance Mechanic and Maintenance Mechanic)

16.63	16.63
16.79	16.79
16.93	16.93
17.08	17.08
17.23	17.23
17.38	17.38
17.52	17.52
17.66	17.66

Group II-a (Custodian Trainer)

15.64	15.64
15.83	15.83
16.01	16.01
16.19	16.19
16.37	16.37
16.56	16.56
16.74	16.74
16.88	16.88

Group II (Electronics Mechanic II, Maintenance Technician, Preventive Maintenance Mechanic, Grounds Technician, Grounds/Equipment Technician, Painter)

14.92	14.92
15.07	15.07
15.23	15.23
15.40	15.40
15.54	15.54
15.67	15.67
15.85	15.85
15.99	15.99

Group III-a (Secondary Lead Custodian, Warehouse GL, Painter/Maint. Tech)

14.18	14.18
14.34	14.34
14.50	14.50
14.64	14.64
14.81	14.81
14.94	14.94
15.09	15.09

	15.23	15.23
Group III-b (Elementary Lead Custodian-without stipend)		
	13.79	13.79
	13.95	13.95
	14.10	14.10
	14.23	14.23
	14.41	14.41
	14.55	14.55
	14.71	14.71
	14.84	14.84
Group III-c (Elementary Lead Custodian-with stipend)		
	13.90	13.90
	14.05	14.05
	14.20	14.20
	14.34	14.34
	14.51	14.51
	14.66	14.66
	14.82	14.82
	14.95	14.95
Group III (Warehouse Delivery Clerk)		
	13.73	13.73
	13.90	13.90
	14.04	14.04
	14.18	14.18
	14.36	14.36
	14.50	14.50
	14.66	14.66
	14.78	14.78
Group IV (Custodians, Mechanic's Helper & Warehouse Delivery Helper)		
	12.24	12.24
	12.53	12.53
	12.84	12.84
	13.14	13.14
	13.31	13.31
	13.44	13.44
	13.60	13.60
	13.74	13.74
	13.90	13.90
	14.03	14.03
	14.18	14.18

Employer reserves the right after input from the Union to increase the hourly rates for

employees above the negotiated rates due to market conditions in an effort to bring back work to the bargaining unit.

47.2 Bargaining unit employee classifications shall be grouped as follows:

- a. Group I
 - Contractor of Record – Boiler Mechanic
 - Contractor of Record - Plumbing
 - Boiler Mechanic with Air Conditioning
 - Contractor of Record – Electrical
 - Boiler Mechanic
 - Plumber
 - Locksmith
 - Bus Mechanic
 - Multi-trade Maintenance Mechanic
 - Carpenter
 - Electrician
 - Carpenter/Maintenance Mechanic
 - Lead Groundskeeper

- (1) Employees must have the appropriate credentials in order to be moved into Group I.
- (2) Those in the Group I classification who have the following certification/ license will be paid in accordance with the hourly rate listed under Group I-a – Group I-h in Subsection 47.1.
 - (a) Contractor of Record – Boiler Mechanic:
Must hold State of Michigan Mechanical license with unlimited heating and unlimited refrigeration endorsements. Must also hold Type II EPA Federal Refrigerant Recovery Certification.
 - (b) Contractor of Record – Plumbing
Must hold State of Michigan Master Plumber’s license, Plumbing Contractor’s license and State of Michigan Mechanical license.
 - (c) Boiler Mechanic with Air Conditioning
Must hold State of Michigan Mechanical license with unlimited heating and unlimited refrigeration endorsements.
 - (d) Contractor of Record – Electrical
Must hold State of Michigan Master Electrician’s license.
 - (e) Boiler Mechanic:
Must hold a current Michigan mechanical "unlimited heating license" (over 400,000 BTU rating).
 - (f) Plumber:
Must hold a current "state plumber's license."

- (g) Bus Mechanic:
Must meet one of the following licensing criteria:
 - 1) ASE (Automobile Service Excellence) certification in eight or more areas (as established by the Employer), or
 - 2) ASE certification in 4-7 areas (as established by the Employer, or
 - 3) ASE certification in less than four areas (as established by the Employer) or State Certification.

 - (h) Carpenter
Must have at least five years of practical experience or equivalent in the carpentry trade.

 - (i) Carpenter/Maintenance Mechanic
Must have at least three years of practical experience or equivalent as a carpenter and experience in general maintenance.

 - (j) Electrician:
Must hold a current "state electrician's license."

 - (k) Lead Groundskeeper
Must obtain within two testing cycles Michigan Department of Agricultural Core, Turfgrass and Ornamental Certifications for application of pesticides.

 - (l) Locksmith
Must obtain education and/or certification as Locksmith as approved by the District.

 - (m) Multi-trade Maintenance Mechanic
Must possess multi-skilled competence and experience in the fields of carpentry, masonry, plumbing, heating, electrical, welding, cutting/torch work and vehicle equipment operations.
- (3) Bus mechanics assigned as "Lead Bus Mechanics" will be paid an additional forty cents (\$.40) per hour above the hourly rate in the salary schedule.

- b. Group II Grounds Technician
Maintenance Technician
Grounds/Equipment Technician
Electronics Mechanic II
Preventative Maintenance Mechanic
Custodian Trainer
Painter
- (1) Individuals moving to Group II must possess the appropriate credentials by passing the competence and/or skill test as designed by the Employer.
- c. Group III Secondary Lead Custodian
Warehouse Delivery/Clerk
Painter/Maintenance Technician
Warehouse Group Leader
Elementary Lead Custodian
- (1) Individuals moving to Group III must possess the appropriate credentials by passing the competence and/or skill test as designed by the Employer.
- (2) The Warehouse Group Leader will be paid an additional forty cents (\$.40) per hour above the hourly rate in the salary schedule.
- (3) Elementary Lead Custodians must complete and maintain CPR and First Aid training and attend all professional development trainings (generally three/year) during the school year in order to remain in Group III-c.
- d. Group IV Custodians (all except Lead Custodians)
Mechanic's Helper
Warehouse Delivery Helper
- e. Evaluating employee qualifications for classification change will include knowledge testing, skill testing, and seniority. Testing will be done by demonstration, writing, and interview. A bargaining unit member from the classification being tested, along with the Chapter Chairperson or his/her designated representative, will be given the opportunity to evaluate knowledge tests, skill tests, and interview questions for the purpose of making recommendations to the Employer (or designee) as to their validity, reliability, and relevance. Opportunity for such evaluation will be given prior to the tests being given to bargaining unit members. Union evaluation of the tests (as noted above) will be done in the presence of the Employer (or designee) and the tests will remain in the custody of the Employer.

47.3 Shift Premium

Employees working second or third shift shall receive twenty-five cents (\$.25) per hour in addition to their hourly rate above.

Employees who work Tuesday through Saturday shall receive six cents (\$.06) per hour in addition to the hourly rates above.

47.4 Regular Part-Time

Regular part-time employee compensation will be paid on an hourly basis in accordance with the appropriate step on the salary schedule.

47.5 Salary Step Adjustments

For 2010/11 and 2011/12, there will be no salary step adjustments.

47.6 Movement from one classification to another is based on an opening being available in the classification to which an individual may apply and otherwise be qualified to move.

47.7 Longevity

Employees who received a longevity payment in 2009/10 shall receive the same amount for 2010/11 and 2011/12. Employees will continue to earn credit for years served in the event longevity schedule is implemented in future years based on the following schedule:

Upon completion of the ninth year	\$385
Upon completion of the tenth year and annually through completion of the 14th year	\$495
Upon completion of the 15th year and annually through the completion of the 19th year	\$605
Upon completion of the 20th year and annually through the completion of the 24th year	\$715
Upon completion of the 25th year and annually through the completion of the 29th year	\$825
Upon the completion of the 30th year and annually thereafter	\$935

In the event of employee termination, said longevity shall be prorated.

- 47.8 The Employer may make corrections in an employee's pay when bona fide errors are discovered. In such cases an explanation of the error will accompany the pay adjustment.
- 47.9 Employees shall not be eligible to bid and work any regular position(s) totaling more than forty (40) hours per week within the bargaining unit nor when combined bargaining unit and/or non-bargaining unit positions with Traverse City Area Public Schools total more than forty (40) hours weekly.

TEMPORARY EMPLOYMENT STATUS

Section 48

- 48.1 The parties hereto agree that the hiring of temporary casual employees is a management right, responsibility, and discretion. The Employer agrees to limit the number of annual hours (school year) worked by temporary casual employees to ten percent (10%) of the total regular hours of the permanent workforce. The Employer shall provide reports on the total number of temporary casual employees and the total number of hours worked upon request. In the event the Employer anticipates exceeding the ten percent (10%) limit, the Employer will meet and confer with the Union.
- 48.2 However, the Employer agrees that it will not during the term of this Agreement hire temporary casual employees for the sole purpose of replacing or displacing employees covered by the terms of this Agreement. Temporary casual employees shall be used to supplement the work force and/or fill vacancies caused as the direct result of employee absence.

UNIFORM ALLOWANCE

Section 49

- 49.1 The Board shall provide standard uniforms as outlined in this section for employees who have completed their probationary period for Maintenance and Custodial personnel.
- 49.2 Custodial and warehouse employees shall be provided three (3) pairs of pants or slacks, and three (3) shirts or blouses yearly. One (1) jacket, vest, or sweater will be provided annually.
- 49.3 Bus mechanics (and helpers) and Maintenance employees shall be provided five (5) uniforms per week as provided by a local laundry service. Uniforms may consist of either pant and shirt uniforms or coveralls.
- 49.4 Bus mechanics (and helpers) shall also be provided with two (2) jackets; one (1) light-weight (lined or unlined) and one (1) heavyweight for winter use. Jackets shall be purchased for eligible employees during the month of September.
- 49.5 Safety goggles and boots suitable for outside work shall be provided each garage mechanic.
- 49.6 Safety equipment required by law or by the Employer shall be paid for by the Employer. The employee shall be given a purchase order with the maximum dollar value to be paid by the Employer. The dollar value set by the Employer will be determined after meeting and conferring with the Union. Safety shoes will be purchased once per year, except in unusual circumstances, and at the discretion of management, exceptions may be made to purchase an additional pair of safety shoes.
- 49.7 Employees may purchase safety equipment at a higher rate than provided by the Employer providing the employee pays the difference between the Employer's dollar contribution as set in 49.6 above and the sales price. Rates for safety equipment will be established annually.
- 49.8 Employees of the Maintenance Department shall be furnished Sorrel-type winter footwear. If an employee terminates employment with the Traverse City Public Schools, the Sorrel-type footwear shall be either returned to or purchased at original purchase price from the Traverse City Public Schools.
- 49.9 Employees of the warehouse shall be provided a stipend up to \$20.00 per year for the purchase of skid-resistant winter footwear, with the understanding that the footwear will be worn in season in an effort to decrease potential accidents.
- 49.10 Employees are required to use safety equipment during the workday.

ENTIRE AGREEMENT

Section 50

- 50.1 The Board and the Union agree that this contract incorporates their full and complete understanding that all prior agreements or practices are superseded by the terms of this Agreement.
- 50.2 Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- 51.1 The employees have the right, upon written request to the Human Resources Office, to review the contents of his/her own personnel file.
- 51.2 Employees shall report to their regular work location and, if required to report to another location, including general meetings called by management, shall be furnished transportation to and from the new work location. Or, if required to use their own vehicle, shall receive the prevailing school district car allowance per mile.
- 51.3 Arrangements shall be made for each bus mechanic to attend one job-related workshop each year.
- 51.4 While the District recognizes the primary responsibility of the bus mechanics and bus garage maintenance employees is to maintain the bus fleet, employees may be required to drive a school bus to transport students when all other available certified drivers have been utilized. In the event they are required to perform such driving duties, they shall receive an additional \$1/per hour in addition to their regular hourly rate.
- 51.5 In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the Employer will allow the Local Union Chapter Chairperson or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period outside of their working hours.
- 51.6 The employer shall provide a reasonable level of training to each incumbent of a covered position to enable him/her to adequately utilize any new technology, machinery or procedures incorporated into said incumbent's position requirements.

TERM OF AGREEMENT

Section 52

52.1 This Agreement shall take effect upon ratification by both parties effective July 1, 2010, and shall remain in force and effect until June 30, 2012.

Within ninety (90) days of expiration of the first year of this Agreement, the parties will meet and confer consistent with Section 52.2.

52.2 The parties agree to meet and confer on the wage and insurance sections of the Master Agreement for the 2011/12 school year. Any agreement, which changes conditions, as outlined in this contract will be binding only if in writing and signed by both parties.

52.3 In witness whereof, the parties have executed this Agreement by their duly authorized representatives for this purpose on this 12th day of July, 2010.

SCHOOL CUSTODIANS AND MECHANICS
COUNCIL 25, A.F.S.C.M.E.

TRAVERSE CITY
BOARD OF EDUCATION

By: _____
Chapter Chairperson

By: _____
President, Board of Education

By: _____
Chief Spokesperson

By: _____
Superintendent

By: _____
Negotiating Team Member

By: _____
Chief Spokesperson

By: _____
Negotiating Team Member

By: _____
Negotiating Team Member

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Negotiating Team Member

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By: _____
Negotiating Team Member

By: _____
Negotiating Team Member

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